

100 years and beyond ...



भारत सरकार
Government of India
जल संसाधन, नदी विकास और गंगा संरक्षण मंत्रालय
Ministry of Water Resources, River Development and Ganga Rejuvenation
केन्द्रीय जल और विद्युत अनुसंधान शाला
Central Water & Power Research Station
खड़कवासला, पुणे - 411 024
Khadakwasla, Pune – 411 024

TENDER DOCUMENT
(e-PROCUREMENT MODE)

FOR

Supply, installation, testing and commissioning of Sealed Maintenance Free (SMF) Batteries (12V65AH) at CWPRS, Pune

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

Government of India
Ministry of Water Resources, RD & GR
CENTRAL WATER & POWER RESEARCH STATION
Khadakwasla, Pune 411024

Tel: 020-24103220/3267

Email: cpc.cwprs-pune@gov.in

Fax No. 020-24381004

NOTICE INVITING e-TENDER

File No. CWPRS/CPC/AAO(P)/batteries/63/2018/

Dated: 06.02.2018

The Scientist-C, Construction and Procurement Cell, CWPRS, Pune, India on behalf of President of India invites online e-tenders through the website <http://eprocure.gov.in/eprocure/app> under two bids system from eligible and qualified bidders for the supply of following goods:

NIT No.	63/2017-18
Name of the Item/Goods	Supply, installation, testing and commissioning of SMF Batteries (12V65AH) at CWPRS, Pune – 24
Earnest Money Deposit (EMD)/Bid Security	Amount: Rs.10,000/-
	Validity : 90 days + 180 days
Date of release of Tender through e-procurement Portal	06.02.2018.
Last date & time for submission of online bid	23.02.2018 at 11.00 hrs.
Date & time for opening of technical bid (online)	27.02.2018 at 11.00 hrs.
Date & time for opening of financial bid (online)	To be notified later.
Validity period of Bid	180 days
Delivery Period of the items / Goods	60 days after date of issue of supply order

1. Bid Documents can be downloaded from CWPRS website <http://www.cwprs.gov.in> or from the Central Public Procurement Portal <http://eprocure.gov.in/eprocure/app> free of cost.
2. Bidders should enroll/register in the e-procurement module of Central Public Procurement Portal through the website <http://eprocure.gov.in/eprocure/app> for participating in the bidding process.

3. Bidders should also possess a valid Digital Signature Certificate (DSC) Class II/ Class III for online submission of bids.
4. Bids received on e-tendering portal only will be considered. Bids in any other form sent through sealed cover/email/post/fax etc. will be rejected.
5. Any change/corrigendum/extension of opening date in respect of this tender shall be issued through websites only and no press notification will be issued in this regard. Bidders are therefore requested to regularly visit our website for updates.
6. The amount of Earnest Money Deposit (EMD)/Bid Security (**Rs. 10,000/-**) in the form of Demand Draft/Banker's Cheque/Fixed Deposit Receipts (FDR)/ Bank Guarantee of any Nationalized/ Scheduled Bank in favour of "**Pay Accounts Officer, CWPRS, Pune**". The bidder should upload the scanned copy (.pdf) of the EMD along with Technical bid document.
7. **The original copy of EMD / Bid Security or exemption of EMD (NSIC/MSME) should be submitted to the office of Scientist-C, CPC, CWPRS, Pune on or before 27.02.2018 at 11:00 hrs by personally or through post or courier. The bid will be opened of those EMD/Bid Security in Original or copy of exemption certificate of Bid security received by office with in stiputed date and time. Other bids will not open and it treated as rejected.**
8. On opening date, the bidder can login and see the bid opening process. After opening the bids, he/she will receive the competitor bid sheets.
9. The bidders should upload the scanned copy of duly signed full bid documents (.pdf) along with compliance report/statement.
10. The intending bidder, in case of Prime Equipment Manufacturers shall upload a self-declaration on their letter-head as PDF file in Cover-I (Technical bid) of e-tender, along with the tender documents, confirming that they are regularly manufacturing, supplying, installing, testing & commissioning of the similar equipment for the last 2 years.
11. The intending bidder, in case of Authorized Distributor/ Authorized Dealer shall possess valid authorized Distributorship /Dealership license from Original Equipment Manufacturers. The bidder shall enclose the copy of the same as PDF file in Cover-I of the e-tender while submitting the bid.
12. The bidder must ensure to quote his/her item rate / percentage rate /Lump-sum bid in the attached Bill of Quantity (Financial Bid) in Excel Format only.

13. All the tender documents (Technical & Financial bid) to be uploaded as per this tender are to be digitally signed by the bidder.
14. **The Technically qualified bidder shall physically submit the certified copies of all scanned uploaded documents as below with in a week after evaluation of technical bids in the office of Scientist – C, CPC, CWPRS, Pune – 24**
15. All the communications with respect to the tender shall be addressed to:

**The Scientist -C
Construction and Procurement Cell
Room No. 201, OCL Building
Central Water & Power Research Station (CWPRS)
Sinhagad Road, Khadakwasla
Pune – 411024, Maharashtra**

List of Documents to be scanned and uploaded within the specified date and time i.e. period for bid submission:

- i. Demand Draft/Banker's Cheque/FDR of any Schedule Bank against EMD. If EMD exempted, then definite proof of EMD exemption certificate of competent authority (NSIC/MSME) may be scanned and uploaded.
- ii. Certificate of Registration for GST.
- iii. OEM certificate/ Authorized Distributor/ Authorized Dealer shall possess valid authorized Distributorship /Dealership license from Original Equipment Manufacturers
- iv. Duly signed full tender documents (.pdf) along with compliance report/statement.

(B. Suresh Kumar)
Scientist-C
Construction and Procurement Cell

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Section I

Invitation for On-line Bids

A) TERMS AND CONDITIONS:-

- 1 Tender Documents can be downloaded from CWPRS website www.cwprs.gov.in or from the Central Public Procurement Portal <http://eprocure.gov.in/eprocure/app>.
- 2 Bidders should enroll/register in the e-procurement module of Central Public Procurement Portal through the website: <http://eprocure.gov.in/eprocure/app> for participating in the bidding process.
- 3 Bidders should also possess a valid Digital Signature Certificate (DSC) Class II / III for online submission of bids.
- 4 **Bids received on e-tendering portal only will be considered. Bids in any other form sent through sealed cover/email/post/fax etc. will be rejected.**
- 5 **Bid Security (EMD):** The units registered with National Small Industries Corporation (NSIC)/MSME or the concerned Ministry or Department shall be exempted from the payment of Bid Security (Earnest Money Deposit) as defined under Rule 170 of General Financial Rules (GFR), 2017. In such case, copy of the certificate showing registration with the above mentioned is to be uploaded in Cover-I (technical bid) of the e-tender in PDF format. **The Indian Agents of foreign firms registered with GeM are not eligible for exemption from submission of Bid Security.**
- 6 The Bid Security can be submitted in the form of Demand Draft/FDR/Bankers cheque in favour of "Pay and Accounts Officer, CWPRS" payable at Pune or **Bank Guarantee** in the prescribed format, valid for **90 days** beyond the validity of bid. Name of the Tenderer and Tender reference number has to be furnished behind the EMD DD/Bankers cheque. The scanned copy of Earnest Money Deposit byway of Demand Draft/Bankers Cheque/BG or exemption certificate in PDF form should be included in Cover-I (technical bid) of the e-tender. The offers without bid security will be rejected.

- 7 The Director, CWPRS, Pune reserves the right to accept / reject any or all the tenders in part/full without assigning any reason thereof.
- 8 CWPRS, Pune will not be responsible for any delay in enrollment / registration as bidder or submitting /uploading the offer tender portal. Hence, bidders are advised to register in e-tendering website <http://eprocure.gov.in/eprocure/app> and enroll their Digital Signature Certificate and upload their quotation well in advance.
- 9 **Any change/corrigendum/extension of opening date in respect of this tender shall be issued through websites only and no press notification will be issued in this regard. Bidders are therefore requested to regularly visit our website for updates.**
- 10 The bidders should upload the scanned copy of duly signed full tender documents (.pdf) along with compliance report/statement.
- 11 The intending bidder, in case of Prime Equipment Manufacturers shall upload a self-declaration on their letter-head as PDF file in Cover-I (Technical bid) of e-tender, along with the tender documents, confirming that they are regularly manufacturing, supplying, installing, testing & commissioning of the similar equipment for the last **2 years**.
- 12 The intending Tenderer, in case of Authorized Distributor/ Authorized Dealer shall possess valid authorized Distributorship /Dealership license from Original Equipment Manufacturers. The tenderer shall enclose the copy of the same as PDF file in Cover-I of the e-tender while submitting the tender.
- 13 The equipment shall be in compliance with the specifications mentioned in the tender and shall be of the latest technology, best quality and high standards.

14 Any optional accessories/ tooling, besides the standard equipment recommended for the better performance of the equipment, if offered, are provided with their full technical details including their use and advantage in a separate sheet with the tender documents.

15 Minimum one year warranty has to be provided for the equipment.

16 Delivery period : 60 days from date of issue of supply order

17 No extra payment shall be paid on account of any discrepancy in nomenclature of items.

18 While submitting the bid, if any of the prescribed conditions are not fulfilled or are incomplete in any form, the bid is liable to be rejected. If any bidder stipulate any condition of his own, such conditional bid is liable to be rejected.

19 The Technical Evaluation Committee constituted by the Director, CWPRS, Pune shall have the right to verify the particulars furnished by the bidder independently.

20 Bidder shall take into account all costs including installation, commissioning, cartage etc. for giving delivery of material at site i.e. CWPRS, Pune before quoting the rates. In this regard no claim for any extra payment for any reason shall be entertained.

21 The item should be delivered at CWPRS, Pune and the supplier shall be responsible for any damage during the transit of goods.

22 All the bid documents (technical & financial) to be uploaded as per this bids are to be digitally signed by the bidder.

23 Upload the all standard documents such (e.g. PAN card copy, annual reports, auditor certificates etc.) in PDF formate along with cover-I (technical bid) if possible

24 In case, holiday is declared by the Government on the day of opening the bids, the bids will be opened on the next working day at the same time.

25 The EMD will be returned to the unsuccessful bidders after the orders are placed with the successful bidder.

26 The EMD will be forfeited if the bidder fails to accept the order based on his/her offer/bid or fails to supply the items/goods.

27 All the communications with respect to the tender shall be addressed to:

**The Scientist -C
Construction and Procurement Cell
Room No. 201, OCL Building
Central Water & Power Research Station (CWPRS)
Sinhagad Road, Khadakwasla
Pune – 411024, Maharashtra**

A) SUBMISSION OF BIDS : -

- I. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- II. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- III. A standard BoQ format (Excel format only) has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bid in the format provided and no other format is acceptable. The bidders are required to download the BOQ file, open it and complete the **white coloured** (unprotected cells with their respective financial quotes and other details (such as the name of the bidder). No other details should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BOQ file found to be modified by the bidder, the bid will be rejected.
- IV. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

- V. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening.
- VI. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- VII. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- VIII. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

SECTION II

INSTRUCTION TO BIDDERS (ITB)

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INSTRUCTION TO BIDDERS (ITB)

A. INTRODUCTION

1. Source of funds

- 1.1. The expenditure to be incurred for this intended purchase will be met from the funds available with the purchaser named in the Schedule of Quantities, hereinafter referred to as "the purchaser".

2. Eligible bidders

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

3. Cost of bidding

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

4. Content of online bidding documents

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

- a. Instruction to Bidders (ITB).
- b. General Conditions of Contract (GCC)
- c. Schedule of Quantities
- d. Technical specification and Quality Control Requirements
- e. Online Bid Form and Price Schedules
- f. Bank Guarantee Form for Bid Security.
- g. Manufacturers Authorization Form
- h. Prime Equipment Manufacturers Self Declaration
- i. Bank Guarantee Form for Performance Security.
- j. Contract Form

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

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

5. Clarification of online bidding documents

- 5.1 A prospective bidder requiring any clarification in connection with the online bidding documents may notify the purchaser in writing or by email at the purchaser's mailing address (cpc.cwprs-pune@gov.in) indicated in the **Schedule of Quantities**. The

purchaser will respond in writing to any request for clarification of online bidding documents which it receives prior to the deadline for submission of online bids prescribed by the purchaser. The purchaser, at its discretion, may send the relevant text of this correspondence (without identifying the source of inquiry) to all the prospective bidders, which have received the online bidding documents.

6. Amendment of online bidding documents

- 6.1 At any time prior to the deadline for submission of online bids, the purchaser may, for reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the online bidding documents by amendment.
- 6.2 **The Ammedment will be notified on the CPPP portal as corrigendum. It is bidder's duty to check this portal time to time for corrigendum if any. No separate notification will be sent to Bidders by email /Fax / Phone etc. in this regard.**
- 6.3 In order to provide the prospective bidders with reasonable time in which to take the amendment into account in preparing their online bids, the purchaser may, at its discretion, extend the deadline for the submission of online bids and other allied time frame having linkage with that deadline.

B. PREPARATION and SUBMISSION OF BIDS

7. Language of online bid

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

8. Document constituting the online bid

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

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

9. Online Bid Form

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

10. Online Bid prices

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

10.2 Prices indicated in the online price schedule shall be entered separately in the following manner.

I. For goods offered from within India

- a) The price of goods shall be quoted at CWPRS, Pune only excluding GST, which will be paid separately on reimbursement basis.
- b) Any sales or other taxes/duties including excise duty, which will be payable on the goods in India if the contract is awarded.
- c) Charges for transportation, insurance and other local costs incidental to delivery of goods to their final destination i.e CWPRS, Pune.
- d) Any element of cost, taxes, duties levies etc. not specifically indicated in the online bid, shall not be paid by the purchaser.

II. For goods offered from abroad

- a) ~~The price of goods shall be quoted at CWPRS, Pune, India only.~~
- b) ~~Charges for inland transportation, insurance and other local costs incidental to delivery of the goods from the port of entry in India to their final destination, which is specified in the **Schedule of Quantities.**~~
- c) ~~The price of incidental services as and if listed in the **Schedule of Quantities.**~~
- d) ~~Any element of cost, taxes, duties, levies etc not specifically indicated in the online bid, shall not be paid by the purchaser~~

10.3 ~~The terms FOB, CIF, CIP etc shall be governed by the rules and regulations prescribed in the current edition of INCOTERMS, published by the Chamber of Commerce, Paris.~~

10.4 ~~The bidder's separation of the price components in accordance with ITB clause 10.2 above will be solely for the purpose of facilitating the comparison of online bids by the purchaser and will not in any way limit the purchaser's right to contract on any of the terms offered.~~

~~10.5 Prices quoted by the bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account, unless otherwise specified in the **Schedule of Quantities**. If the requirement is for a fixed price bid, an online bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB clause 23.~~

11. Bid currencies

11.1 For domestic goods prices shall be quoted in Indian rupees and upto delivery at CWPRS, Pune only.

12. Indian Agent

~~12.1 If a foreign bidder has engaged an agent in India in connection with its online bid it will be required to give the following information in the online bid:~~

- ~~i) The name and address of the Indian agent with their permanent income tax number.~~
- ~~ii) The details of the services the agent will render.~~
- ~~iii) The amount of remuneration for the agent, included in the bid price.~~

13. Documents establishing bidder's eligibility and qualifications

13.1 Pursuant to ITB clause 8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

13.2 The documentary evidence of the bidders' qualifications to perform the contract if its online bid is accepted, shall establish to the purchaser's satisfaction:

- a) That, in the case of bidder offering to supply goods under the contract which the bidder did not manufacture or otherwise produce, the bidder has been duly authorized by the **good's** manufacturer or producer to supply the goods in India. **The authorization Certificate should be from the "Manufacturer" only and certificate from any other firm/person including OEM arrangements would be not be accepted.**
- b) That the bidder has financial, technical and production capability necessary to perform the contract and, also, it meets the criteria indicated in the Schedule of Quantities.
- c) That, in the case of bidder not doing business in India, the bidder is or will be (if successful) represented by an agent in India equipped and able to carry out the Supply, maintenance, repair and spare parts stocking obligations prescribed by the conditions of contract and or technical specifications.
- d) If an agent in its bid submits quotations on behalf of more than one manufacturer, it is necessary that each such bid is accompanied by a separate bid form and bid security for each such bid and authorization from the respective manufacturer. Otherwise all such bids will be rejected as non-responsive.

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

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

- 14.2 The documentary evidence for eligibility of the goods and services shall consist of a statement in the price schedule, about the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 14.3 **The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, data etc. and shall consist of:-**
- a) A detailed description of the goods, essential technical and performance characteristics.
 - b) A list giving full particulars, including available sources and current prices, of all spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two years (or more, if specified in the schedule) following commencement of the use of the goods by the purchaser; and
 - c) A clause – by- clause commentary on the purchaser’s “Technical Specifications” demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the “Technical specifications”.
- 14.4 For purposes of the commentary to be furnished to ITB clause 14.3 c above, the bidder shall note that the standards of workmanship, material and equipment and reference to brand names or catalogue numbers, if any designated by the purchaser in its “Technical Specifications” are intended to be descriptive only and not restrictive. The bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the purchaser’s satisfaction that the substitutions are substantially equivalent or superior to those mentioned in the “Technical Specifications”.

15. Bid Security

- 15.1 Pursuant to clause 8, the bidder shall furnish as part of its online bid, a bid security of an amount specified in the Schedule of Quantities.
- 15.2 The bid security is required to protect the purchaser against risk of bidder’s conduct, which would warrant the security’s forfeiture, pursuant to ITB clause 15.7.
- 15.3 The bid security shall be denominated in the currency of the bid or in Indian Rupees and shall be in one of the following forms:
- a) The Bid Security can be submitted in the form of Demand Draft/Bankers cheque in favour of **“Pay Accounts Officer, CWPRS”** payable at **Pune** or **Bank Guarantee** issued by a scheduled commercial bank in India or a bank abroad, duly confirmed by a scheduled commercial bank in India in the prescribed format provided in the bidding documents and valid for **90 days** beyond the validity of the bid. This has to be submitted to this office on or on or before the date of opening of the bids as specified on the portal. Name of the Tender and Tender reference number has to be furnished behind the EMD DD/Bankers cheque. The scanned copy of Earnest Money Deposit by way of Demand Draft/Bankers Cheque/Bank Guarantee in PDF form should be uploaded during submission of e-tender. **The bids without bid security will be rejected.**
- 15.4 Any online bid from a bidder, not secured in accordance with ITB clauses 15.1 and 15.3 OR not supported with a valid NSIC / MSME Certificate for exemption of EMD/Bid Security, will be summarily rejected by the purchaser, as non-responsive, pursuant to ITB clause 24.

- 15.5 Bid Security of unsuccessful bidders will be discharged / returned as promptly as possible after the expiration of the period of bid validity prescribed by the purchaser, pursuant to ITB clause 16, but barring any unforeseen circumstances, not later than **45 days** of the award of contract.
- 15.6 The successful bidder's bid security will be discharged/returned upon the bidder, signing and accepting the contract pursuant to ITB clause 33 and furnished the performance security, pursuant to ITB clause 34.
- 15.7 The bid security may be forfeited.
- a). If a bidder:
- i. Withdraws its online bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder on the bid form;
 - or
 - ii. does not accept the correction of errors pursuant to ITB clause 24.2
- b). in the case of successful bidder, if the bidder fails:
- i To accept and sign the contract in accordance with ITB clause 33.
 - ii To furnish performance security in accordance with ITB clause 34.

16. Period of validity of Online bids

- 16.1 Online Bids shall remain valid for acceptance for **180 days** after the date of bid submission prescribed by the purchase, pursuant to ITB clause 19. A bid valid for a shorter period shall be rejected by the purchaser as non- responsive.
- 16.2 In exceptional circumstances, the purchaser may solicit the bidder's consent to an extension of the period of bid validity up to a specified period. The request and the response thereto shall be made in writing (or by facsimile or cable or telex, which will be followed by a signed confirmatory copy simultaneously). The bid security provided under ITB clause 15 shall also be suitably, extended. A bidder may refuse the request without forfeiting its bid security. However, a bidder agreeing to the request will not be required nor permitted to modify its bid.
- 16.3 If the date up to which the bid is to remain valid happens to be a closed holiday for the purchaser, the bid shall automatically remain valid up to the next working day of that organization.

17. Format and signing of online bid

- 17.1 The bidder shall prepare the online bid by using the prescribed format of Bid document issued on the purchaser (CWPRS).
- 17.2 The online bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. All pages of the online bid, including unamended printed literature, shall be submitted online in the shape of scanned copy by the person or persons signing the online bid.
- 17.2.1 Any interlineations, erasures or overwriting in the online bid shall be valid only if they are initiated by the persons signing the online bid.
- 17.2.2 All pages of the bidding documents to be duly signed by the bidders, official seal and scanned and are to be uploaded during the submission of online bids, failing which the online bid is liable to be ignored

18. Bids will be accepted only through e-procurement portal <http://eprocure.gov.in/eprocure/app> of GOI/NIC. Bids sent by hand, Fax, e-mail or by post/offline shall not be accepted in any case, and will be rejected.

19. Deadline for submission of online bids:

19.1 Online Bids must be submitted by the bidder on the portal not later than the time and date specified in the **Schedule of Quantities**.

19.2 The purchaser may at its discretion, extend this deadline for the submission of online bids by amending the bidding documents in accordance with ITB clause 6, in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be as extended.

20. Late Bids

20.1 Any online bid received by the purchaser after the deadline for submission of online bids prescribed by the purchaser, pursuant to ITB clause 19 will not be accepted.

21. Modification and withdrawal of online bids

21.1 The bidder may modify its online bid till date and time of submission as specified in the bid.

21.2 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder in the bid form. Withdrawal of a bid during this interval may result in forfeiture of the Bidder's bid security pursuant to ITB clause 15.7.

C. ONLINE BID OPENING AND ONLINE BID EVALUATION

22. Opening of online bids by purchaser

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

23 Clarification of online bids

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

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

24.1 The purchaser will examine the online bids to determine whether they are complete, whether the required bid validity is available, whether any computational error have been made, whether required bid Security has been furnished, whether the documents have been properly signed, and whether the online bids are generally in order. While examining the online bids, the purchaser will also keep in view the requirements as per ITB Clause 8.

24.2 Arithmetical errors, if any, in a online bid will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected accordingly. If there is a discrepancy between the words and figures, the amount in words shall prevail. If the supplier does not accept the correction of such error, its online bid will be rejected.

24.3 Prior to the detailed evaluation pursuant to ITB clause 26, the purchaser will determine the substantial responsiveness of each online bid to the online bidding documents. A substantially responsive online bid is one which conforms to all the requirements and terms & conditions of the online bidding documents, including the specification and technical parameters of the goods as projected in the online bidding document, without material deviations. Deviations from or objections or reservations to the online bidding documents critical provisions, such as those concerning bid validity, technical specification, performance security, warranty obligations, Force Majeure, taxes & duties and applicable law (governing the contract) will be deemed to be material deviations. Bids from an agent without proper authorization from the manufacturer as per ITB clause 13.2(a), shall be treated as non-responsive.

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

24.4 The purchaser may waive any minor infirmity, non-conformity or irregularity in a online bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

24.5 The conclusion drawn by the purchaser as to the substantial responsiveness or otherwise of a bid or consideration of a minor infirmity or non-conformity or irregularity in a bid is final.

24.6 If an online bid is determined as not substantially responsive, it will be rejected by the purchaser and may not subsequently be made responsive by the bidder by correction of the non-confirmity

25. Conversion to single currency

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

26. Evaluation and comparison of online bids

26.1 The purchaser will evaluate and compare the online bids, which have been determined to be substantially responsive, pursuant to ITB clause 24 for each **schedule separately**. The online bid for a schedule will not be considered if the complete requirements covered in the schedule is not included in the bid.

26.2 The comparison shall be at CWPRS, Pune, India duly delivered and commissioned (as the case may be) at the destination.

26.3 The purchaser's evaluation of an online bid will include and take into account, in addition to online bid price and price of the incidental services:

- a) In the case of goods manufactured in India or goods of foreign origin already located in India, GST & other similar taxes and excise duty & other similar duties, which will be payable on the goods if a contract is awarded to the bidder.

- b) In case of goods of foreign origin offered from abroad, customs duties and other similar import duties/taxes, which will be payable on the goods if the contract is awarded to the bidder.

26.4 The purchaser's evaluation of online bid will also take account the following factors in the manner and to the extent specified in the **Schedule of Quantities** and amplified in ITB clause 26.5:

- a). Cost of inland transportation, insurance and other costs within India incidental to delivery of the goods to their final destination as stipulated in the **Schedule of Quantities**.
- b). Delivery schedule offered in the online bid,
- c). the cost of components, spare parts and service,
- d). the availability of spare parts and after-sale service in India for the goods offered in the online bid.
- e). The projected operating and maintenance cost during the life of the equipment.
- f). Specific additional criteria.

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

a) Inland transportation, insurance and incidentals:

Bidder shall quote separately for inland transportation, insurance and other incidentals for delivery of goods to required destination as already indicated in the **in BOQ**. These Costs, incurred in India, shall be quoted in Indian currency.

b) Delivery Schedule:

The purchaser requires that the goods mentioned in the "Schedule of Quantities" shall be delivered at the destination within the time schedule specified therein.

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

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

OR

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

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

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

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

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

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

f. Specific additional criteria:

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

27. Bidder's capability to perform the contract

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

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

27.3 An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's bid, in which event the purchaser will proceed to the next lowest evaluated bid to make a similar determination of the bidder's capabilities to perform satisfactorily.

28. Purchaser's right to vary quantities at the time of award.

28.1 The purchaser reserves the right at the time of awarding the contract to increase or decrease by up to **100%**, the quantity of goods and services specified in the Schedule of Quantities without any change in the unit price or other terms and conditions.

29. Contacting the purchaser

29.1 From the time of the online bid opening to the time of awarding the contract, if a bidder wishes to contact the purchaser on any matter related to the online bid, it should do so in writing.

29.2 Any effort by a bidder to influence the purchaser in the purchaser's decision on online bid evaluation, bid comparison or contract award shall result in the rejection of the bidder's online bid, besides other suitable administrative actions against the bidder, as deemed fit by the purchaser.

D. AWARD OF CONTRACT

30. Award Criteria

30.1 Subject to ITB clause 28, the purchaser will award the contract to the successful bidder whose bid has been determined as the lowest evaluated bid, provided further that the bidder is determined to be qualified and prima capable to perform the contract satisfactorily

31. Purchaser's right to accept any online bid and to reject any or all online bids

31.1 The purchaser reserves the right to accept or reject any online bid and to annul the bidding process and reject all online bids at any time prior to the award of contract, without thereby incurring any liability, whatsoever, to the affected bidder or bidders.

32. Notification of award

32.1 Before the expiry of the period of bid validity, the purchaser will notify the successful bidder in writing, by registered letter or by cable/fax/telegram/telex, to be confirmed in writing by registered letter that its bid has been accepted. The schedule(s) of Quantities and the corresponding quantity of the item(s) ordered, which has been accepted, will, inter-alia, be mentioned in the notification.

32.2 The notification of award will constitute the formation of the contract.

32.3 Upon the successful bidder's furnishing the performance security, pursuant to ITB clause 34, the purchaser will promptly notify each unsuccessful bidder and will discharge its bid security, pursuant to ITB clause 15.

33. Signing of contract

33.1 At the same time as purchaser notifies the successful bidder that its bid has been accepted, the purchaser will send to the bidder by registered post or speed post, the contract form provided in the bidding documents, incorporating all agreements between the parties.

33.2 Within 12(Twelve) days of issue of the contract from by the purchaser, the successful bidder shall sign and date the contract and return it to the purchaser by registered post or speed post.

34. Performance security

34.1 Within 12 (twelve) days after the issue of notification of award by the purchaser the supplier, shall furnish performance security to the purchaser for an amount of **10% (ten percent) of the contract value, valid upto 60 (sixty) days after the date of completion** of all contractual obligations by the supplier, including the warranty obligations.

34.2 Failure of the successful bidder to comply with the requirement of clause 33 or clause 34 shall constitute sufficient grounds for annulment of the award and forfeiture of the bid security, in which even the purchaser may make the award to the next lowest evaluated bidder or call for new bids.

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GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions

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

- a) "IFB" means invitation for bids
- b) "ITB" means Instruction of Bidders.
- c) "GCC" means General Conditions of Contract
- d) "RC" means Rate Contract

- e) "Contract" means a legal agreement entered into between the purchaser and the supplier, as recorded in the agreement signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

- f) "Contract Price" means the price payable to the supplier under a contract for the full and proper performance of its contractual obligations.

- g) "Goods" means all the items, materials, equipment and/or machinery, which the supplier is required to supply to the purchaser in terms of a contract.

- h) "Services" means the services ancillary to the supply of the goods, such as transportation and insurance and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the supplier covered under contract.

- i) "Purchaser" means the buyer named in a bidding document and in the corresponding contract, purchasing the goods ordered and includes its successor and/or assignees.

- j) "Consignee" means the individual or body to whom the contracted goods are required to be delivered as per the terms and the conditions incorporated in a contract.

- k) "Supplier" means the individual or firm supplying the goods under a contract and includes its successor and/assignees.

- l) "Day" means calendar day of the Gregorian calendar.
- m) "Month" means calendar month of the Gregorian Calendar.

2. Application

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

3. Country of origin

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

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

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

4. Standards

4.1 The goods supplied under this contract shall conform to the standards mentioned in the Technical Specifications.

5. Use of contract documents and information

5.1 The supplier shall not, without the purchaser's prior written consent disclose the contract or any provision thereof or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the purchaser in connection therewith to any person other than a person employed by the supplier in the performance of the contract. Also, disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for the purposes of such performance.

5.2 The supplier shall not without the purchaser's prior written consent, make use of any document or information enumerated in GCC sub clause 5.1 except for the purpose of performing the contract.

5.3 Every document other than the contract itself, mentioned in GCC sub-clause 5.1, shall remain the property of the purchaser and shall be returned (in all copies) to the purchaser on completion of the supplier's performance under the contract, if so required by the purchaser.

6. Patent rights

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

7. Performance Security

7.1 Within 12(twelve) days after the issue of notification of award by the purchaser the supplier, shall furnish performance security to the purchaser for an amount of **10% (ten percent) of the contract value, valid upto 60 (sixty) days after the date of completion** of all contractual obligations by the supplier, including the warranty obligations.

7.2 In the event of any correction of defects or a replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of twelve months from the date of the correction/replacement and the Performance Security for the proportionate value (which will be determined by the purchaser in consultation with the supplier) shall be extended by **60 (sixty) days over and above the extended warranty period.**

7.3 In the event of any contract amendment, the supplier shall, within 12 (twelve) days of issue of such amendment, furnish the necessary amendment to the performance Security, rendering the same valid in all respects in terms of the contract as amended.

7.4 The proceeds of the Performance Security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.

7.5 The performance security shall be denominated in Indian Rupees or in the currency of the contract and shall be in one of the following forms:

- a) Fixed deposit Receipt (FDR)

- b) Demand Draft on any scheduled commercial bank in India, to be drawn in favour of the purchaser as indicated in the Schedule of Quantities.
- c) Bank Guarantee issues by a Nationalized/Public sector bank in India, in the prescribed form as provided in bid document.

7.6 Subject to GCC sub-clause 7.4 above, the performance security will be discharged by the purchaser and returned to the supplier on completion of the supplier's contractual Obligations including the warranty obligations under the contract.

8. Inspection and tests

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

9. Packing

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

9.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements if any, as shall be expressly provided for in the contract, including additional requirements, if any, specified in the **Schedule of Quantities** and any subsequent instructions given by the purchaser.

9.3 Packing instructions:

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

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

10. Delivery of goods

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified by the purchaser in the notification of award and in the contract.

10.2 For the purposes of the contract, "FOB", "CIF", "CIP" and other trade terms used to describe the obligations of the parties shall have the meaning assigned to them in the current edition of "Incoterms" which are international commercial shipping terms, published by International Chamber of Commerce, Paris, France.

11. Transportation

11.1. Where the supplier is required under the contract to deliver the goods F.O.B. transportation of the goods, up to and including the point of putting the goods on board the vessel at the specified port of loading, shall be arranged and paid for by the supplier and the cost thereof shall be included in the contract price.

11.2. Where the supplier is required under the contract to deliver the goods CIF or C.I.P. transportation of the goods to the port of destination or such other specified place of destination in India, as shall be mentioned in the contract, shall be arranged and paid for by the supplier and the cost thereof shall be included in the contract price.

11.3. Where the supplier is required under the contract to deliver the goods CIF or CIP within India, the supplier shall arrange the shipment by Indian flag vessels

or vessels belonging to Conference lines in which India is a member. Where the supplier is required under the contract to deliver the goods F.O.B and also to arrange on behalf and the expense of the purchaser for ocean transportation on Indian flag vessels or Conference line vessels are not available to transport the goods within the time frame specified in the contract. However, before arranging such alternative transportation, the supplier shall obtain prior concurrence of the purchaser for the same.

11.4. The supplier shall not arrange part-shipments and/or trans-shipment without the prior written consent of the purchaser.

11.5. In case the supplier violates any of the aforementioned instructions, the supplier shall be liable for all consequences (including financial loss) that the purchaser may face due to such violations.

12. Insurance

12.1 The goods supplied under the contract, shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery as indicated below in this clause (viz. GCC clause).

12.2 Where delivery of the goods is required by the purchaser on CIF or CIP basis, the supplier shall arrange and pay for the cargo insurance, naming the purchaser as the beneficiary. Where delivery is on FOB basis, the insurance shall be the responsibility of the purchaser.

12.3 In the case of contract on CIF or CIP basis, the insurance shall be for an amount equal to 110% (one hundred and ten per cent) of the CIF or CIP value of the goods from "Warehouse" (final destination) on "all risks" basis including war risks and strikes.

13. Distribution of dispatch documents

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

a) For goods supplied from abroad:

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

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

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

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

b) For goods supplied from within India:

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

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

The purchaser shall receive the documents at least one week before the arrival of the goods (except where it is handed over to the consignee with all the documents) and if not received, the supplier will be responsible for any consequent expenses. The documents to be provided by the supplier for claiming payment are specified in GCC clause 17 ("Payment").

14. Incidental Services

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

- a) Performance or supervision of on site assembly and/or start-up of the supplied goods,

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

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

15. Spare parts

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

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

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

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

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

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

16. Warranty

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

16.2 This warranty shall remain valid for **12 (twelve) months** after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the purchaser in terms of the contract or for 18 (eighteen) months from the date of dispatch from the supplier's works for domestic goods or for 21 (twenty-on) months

after the date of shipment from the port or place of loading in the source country for imported goods, whichever is earlier, unless specified otherwise in the Schedule of Quantities.

- 16.3 The purchaser shall promptly notify the supplier in writing of any claim arising under this warranty.
- 16.4 Upon receipt of such notice, the supplier shall with all reasonable (or within the period), if specified in the Schedule of Quantities and the contract), repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the purchaser for the replaced parts/goods thereafter.
- 16.5 In the event of any correction of a defect or replacement of any defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of 12(twelve) months from the date, such corrected/replaced material starts functioning to the satisfaction of the purchaser.
- 16.6 If the supplier, having been notified, fails to remedy the defect(s) within a reasonable period, if specified in the Schedule of Quantities and the contract), the purchaser may proceed to take such remedial action as may be necessary at the supplier's risk and expense and without prejudice to any other rights, which the purchaser may have against the supplier, under the contract.

17. Payment

- 17.1 The payment shall be made in the currency/currencies specified in the contract. The supplier shall send its claim (with relevant documents, as required) to the appropriate paying authority as specified in the Schedule of Quantities and the contract. Before claiming any payment, the supplier shall ensure that all the contractual obligations for claiming that payment have been duly fulfilled.
- 17.2 The payment shall be made in the following manner and on production of the following documents.

A) Payment for goods supplied from abroad:

i) ~~On shipment:~~

~~90% of the contract price shall be paid through irrevocable **letter of credit** established in favour of the foreign supplier in a scheduled commercial bank in the supplier's country acceptable to the purchaser, upon submission of the following documents:~~

- ~~a) Certified copy of the fax sent by the supplier to the purchaser~~
- ~~b) Supplier's signed commercial invoice showing contract number, description of the supplier goods, corresponding quantity, unit price and the total value and name(s) of the name(s) of the consignee(s) for the supplied goods.~~
- ~~c) Original clean on board bill of lading marked freight pre-paid consigned to the interim/ port consignee evidencing description of these goods, quantities, relevant details about the contract number etc.~~
- ~~d) Packing list, identifying contents of each package.~~

- ~~e) Insurance policy or certificate in duplicate endorsed in blank with claims payable in India in the currency of the letter of Credit.~~
- ~~f) Manufacturer's/supplier's warranty certificate and supplier's factory inspection report.~~
- ~~g) Pre-dispatch inspection certificate issued by the purchaser's nominated inspection agency, if so specified.~~
- ~~h) Certificate of origin.~~
- ~~i) Supplier's certificate confirming that the required documents have been sent to all concerned.~~
- ~~j) Supplier's certificate confirming that the amounts shown in the invoice are correct in terms of the contract and that all the terms and conditions of the contract have been complied with for claiming this payment.~~
- ~~k) Any other document(s) and/or modification of above documents specified in the **Schedule of Quantities** and the contract.~~
- ~~ii) On final acceptance 10% of the contract price of goods shall be paid within 30(thirty) days of receipt of goods on submission of the claim supported by the acceptance / installation / commissioning certificate issued by the purchaser or the purchaser's nominated representative.~~
- ~~iii) Payment of agency commission:
Payment shall be made in Indian rupees within 30 (thirty) days of presentation of claim supported by a certificate from the purchaser confirming that the goods have been delivered, full 100% payment has been made to the foreign supplier and all other contractual obligations, have been performed by the supplier and its agent for claiming this payment. This payment (towards agency commission) will be made by the purchaser's paying authority specified in the contract and not through letter of credit.~~

B) Payment for goods supplied from India:

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

- i) 100% of the contract price shall be paid on receipt of the goods by the consignee subject to submission of following documents to the paying authority.
 - a) The supplier's invoice showing contract number description of goods, quantity, unit price and the total amount.
 - b) Railway receipt or Delivery note.
 - c) Packing list identifying contents of each package.
 - d) Insurance certificate;
 - e) Manufacturer's/Supplier's warranty certificate.
 - f) Pre-dispatch inspection certificate issued by the purchaser's nominated inspection agency, if so specified and the supplier's factory inspection report.

- g) Certificate of origin
- h) Provisional receipt certificate for the corresponding delivery, issued by the consignee and
- i) Any other document(s) and/or modification of above documents specified in the Schedule of Quantities and the contract.
- j) Final acceptance and installation / commissioning certificate for the corresponding delivery issued by the Purchaser's representative.

C) Payment of incidental services and supervision:

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

17.3 Operation of the letter of credit:

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

18. Prices

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

19. Modification of contract.

19.1 The purchaser may at any time, by a written order given to the supplier pursuant to GCC clause 31, make changes and modifications within the general scope of contract in any one or more of the following:

- a) Drawings, designs or specifications, where goods to be supplied under the contract are to be specifically manufactured for the purchaser,
- b) the mode of packing
- c) the mode of dispatch
- d) the place of delivery
- e) the services to be provided by the supplier, and/or
- f) Any other area(s) of the contract, depending on the merits of the case.

19.2 If any change causes an increase or decrease in the cost of or in the time required for the supplier is performance of any provision under the contract,

an both and the contract shall be amended accordingly. Any claim by the supplier for adjustment under this clause must be asserted within 21 (twenty-one) days from the date of the supplier's receipt of the purchaser's amendment/modification of the contract.

19.3 Subject to GCC sub-clauses 19.1 and 19.2 no variation in or modification of the terms of the contract shall be made except by written amendment signed by both the parties.

20. Assignment

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

21. Sub Contracts

21.1 The supplier shall notify the purchaser in writing of all sub-contracts awarded under the contract, if not already specified in its bid. Such notifications, in its original bid or later, shall not relieve the supplier from any liability or obligation, whatsoever under the contract.

21.2 Subcontract shall be only for bought-out items and sub-assemblies.

21.3 Subcontracts must comply with the provisions of GCC clause 3.

22. Delays in the Supplier's performance

22.1 Delivery of the goods and performance of the services shall be made by the supplier in accordance with the time schedule specified by the purchaser in the "**Schedule of Quantities**".

22.2 Except as provided under GCC clause 25, any unexcused delay by the supplier in maintaining its contractual delivery obligations shall render the supplier liable to any or all of the following sanctions:

"Imposition of liquidated damages, forfeiture of its performance security and/or termination of the contract for default".

22.3 If at any time during the performance of the contract, the supplier or its sub-contractor(s) should encounter conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). After the receipt of the supplier's notice, the purchaser as soon as practicable, shall evaluate the situation and may at its discretion extend the supplier's time for performance, in which case the extension of the delivery period shall be ratified by issuing an amendment to the contract.

22.4 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the purchaser for extension of delivery period and obtain the same before dispatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and/or any other expense related to such supply shall lie against the purchaser.

23. Liquidated damages

23.1 Subject to GCC clause 25, if the supplier fails to deliver any or all of the goods or perform the services within the time period(s) specified in the contract, the purchaser shall without prejudice to its other remedies under the contract, deduct from the Contract price, as liquidated damages, a sum equivalent to 0.5% (half percent) of the delivered price of the delayed goods or unperformed services for each week of delay or part thereof until actual delivery or performance, up to a maximum deduction of 10% (ten percent) of the delayed goods or services contract price.

23.2 Termination of the contract, if the same have not been terminated already. Further, during the above mentioned delayed period of supply and/or performance, the supplier, notwithstanding any stipulation in the contract for increase in price for any ground, shall not be entitled to any increase in price and cost, whatsoever, which take place during the period of delay. But, nevertheless, the purchaser shall be entitled to the benefit any decrease in price and cost on any ground during the period of delay.

24. Termination for default

24.1 The purchaser, without prejudice to any other remedy for breach of contract may by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC clause 22.

24.2 In the event the purchaser terminates the contract in whole or in part pursuant to GCC sub-clause

24.3 The purchaser may procure, upon such terms and conditions and in such manner as it deems appropriate, goods and/or services similar to those undelivered and the supplier shall be liable to the purchaser for any excess cost for such similar goods and/or services. However, the supplier shall continue to perform the contract to the extent not terminated.

25. Force Majure

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

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

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

26. Termination for insolvency

26.1 If the supplier becomes bankrupt or otherwise insolvent, the purchaser may terminate the contract by giving written notice to the supplier, without any

Compassion to the supplier, provided, that such termination will not prejudice or affect any right of action or remedy which has accrued and/or will accrue thereafter to the purchaser.

27. Termination for convenience

27.1 The purchaser, by written notice sent to the supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the purchaser's convenience, the extent to which performance of the supplier under the contract is terminated, and the date with effect from which such termination becomes effective.

27.2 The goods that are complete and ready for shipment within 30 (thirty) days after the supplier's receipt of notice of termination shall be accepted by the purchaser at the contract terms and prices. For the remaining goods, the purchaser may elect:

- a) to have any portion completed and delivered at the contract terms and prices; and or
- b) to cancel the remainder and pay to the supplier an agreed amount for partially completed goods and services and for materials and parts already procured by the supplier for fulfilling the contractual obligations.

28. Resolution of disputes

28.1 If any dispute or difference of any kind shall arise between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve the same amicably by mutual consultations. **However, for settling any disputes arising out of this contract, the decision of the Director, CWPRS will be final. Any breach of contract conditions shall attract penal actions against the agency; Director, CWPRS would decide the quantum of penalty to be imposed on the agency.**

29. Governing language

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

30. Applicable law

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

31. Notice

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

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamps duties, license fees and other such levies imposed outside India.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees etc. incurred until delivery of the contracted goods to the purchaser.

32.3 Further instruction if any shall be as provided in the **Schedule of Quantities**.

Section IV

TECHNICAL SPECIFICATION

Material Description	Rating	Makes/Specification
SMF Batteries for 5KVA UPS (12V 65AH)		Exide / Quanta- Amar Raja / Uplus SMF Battery 12V65AH
Technology	Minimum VAH rating suitable for 120 minutes backup time	
Input range	Battery Voltage – 12V	

COMPLIANCE STATEMENT

Material Description	Rating	Makes/Specification	Supplier Remarks Compliance (Yes/No)
SMF Batteries for 5KVA UPS (12V 65AH)		Exide / Quanta – Amar Raja / Uplus SMF Battery 12V6AH	
Technology	Minimum VAH rating suitable for 120 minutes backup time		
Input range	Battery Voltage – 12V		

Note: Duly filled and signed by the bidder and to be scanned and uploaded with the bid documents, otherwise bids will summarily be rejected.

Signature of Bidder

Section V

Bank Guarantee Form for Bid Security

FORM OF PERFORMANCE SECURITY (GUARANTEE)

BANK GUARANTEE BOND

In consideration of the President of India (hereinafter called "The Government") having offered to accept the terms and conditions of the proposed agreement between and (hereinafter called "the said Contractor(s)") for the work (hereafter called "the said agreement") having agreed to production of a irrevocable Bank Guarantee for Rs.....(Rupees) only as a security / guarantee form the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We (*Indicate the name of the Bank*) (hereinafter referred to as "the Bank") hereby undertake to pay to the Government an amount not exceeding Rs..... (Rupees.....only) on demand by the Government
2. We(*Indicate the name of the Bank*) do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an Amount not exceeding Rs.....(Rupees.....only)
3. We, the said bank further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.
4. We (*Indicate the name of the Bank*) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-Charge on behalf of the government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.
5. We(*Indicate the name of the Bank*) further agree with the Government that the Government shall have the fullest liberty without our consent and without effecting in any manner our obligations

hereunder to vary any of the terms and conditions of the said agreement to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Government or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us

6. This guarantee will not be discharged due to the change in the constitution of the Bank of the Contractor(s).
7. We(*Indicate the name of the Bank*) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing
8. This guarantee shall be valid up to Unless extended on demand by Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.(Rupeesonly) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the day of for
.....(indicate the name of bank)

Signature.....

Name of the officer (in Block letters)

Designation of the officer.....

Code No.....

Name of the Bank and full address

Section VI

Schedule of Qunatities

Item No.	Description of Item	Quantity
1	Supply, installation, testing and commissioning of SMF Batteries (12V65AH) at CWPRS, Pune – 24 and as per enclosed specification and as directed at site by Engineer-in-charge etc. all complete	96 Nos.

Section VII

Bill of Quantity

As per enclosed BoQ in Excel Format only

Section VIII

PRE CONTRACT INTEGRITY PACT

Ref : MOWR OM NO. 11/23/2011-IFD dt.20.09.2011

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of _____, between, on one hand, the President of India acting through Scientist-C, Construction and Procurement Cell (CPC), of the officer, Ministry/Department, Government of India (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, Chief Executive officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and
WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India/PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any Influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specification by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto agree to enter into this Integrity Pact and agree as follows:
Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BUDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

- 2 In case any such preceding misconduct on the part of such official(S) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prime facie found to be
- 3 correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealing related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceeding under the contract would not be stalled.

Commitments of BIDDERS

- 4 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
- 4.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 4.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- 3.3* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4* BIDDERS shall disclose the name payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiation or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract of impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any persona acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling tender.

The term 'relative; for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.
4. Previous Transgression

The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit) for the work of:

Name of Work: Supply, installation, testing and commissioning of SMF Batteries (12V65AH) at CWPRS, Pune - 24

While submitting commercial bid, the BIDDER shall deposit an amount **Rs.10,000/-** (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments.

- (i) Bank Draft or a Pay Order in favour of **Pay and Accounts Officer, CWPRS, Kdk, Pune-24**
- (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the RPF)

The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

No interest shall be payable by the BUYER to the BIDDER on Earnest Money/ Security Deposit for the period of its currency.

6. Sanctions for Violations

Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER (s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments. Already made by the BUYER, along with the interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money (s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER (s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrecoverable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

- (x) Forfeiture of Performance bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor (s) appointed for the purposes of this Pact.

7. Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

8.1 The BUYER has appointed independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Name and Addresses of the Monitors to be given).

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER (s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian law. The place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement tot heir original intentions.

13. The parties hereby sign this Integrity Pact at CWPRS, Pune-24 on _____.

SCIENTIST-C
CONSTRUCTION AND PROCUREMENT CELL
CWPRS, KDK, PUNE-24

BIDDER
CHIEF EXECUTIVE OFFICER

Witness

Witness

1. _____

1. _____

2. _____

2. _____

* Provisions of these clauses would need to be amended / deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

Section IX

Declaration of the bidder

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

To,
The Scientist –C
Construction and Procurement Cell
Room No. 201, OCL Building
Central Water & Power Research Station (CWPRS)
Pune – Sinhagad Road
Khadakwasla, Pune – 411024

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender/Work: _____

Dear Sir,

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

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

MANUFACTURER'S AUTHORISATION FORM

To

The Scientist – C

Construction and Procurement Cell
Room No. 201, OCL Building
CWPRS
Khadakwasla, Pune -24

Ref: Your Bidding Documents

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

Dear Sir

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

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

We hereby extend our full guarantee and warranty as per clause 16 of the General Conditions of Contract, read with modification, if any in the Special Conditions of contract for the goods and services offered for supply against this Bidding Document by the above firm.

Yours faithfully

(Signature name and designation)
for and behalf of Messrs.....
[Name& address of the manufacturers]

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