

<Insert the Logo and Name & Address of Procuring Entity>

## **OPEN COMPETITIVE BIDDING**

(Single stage - Two envelope bidding without e-procurement)

(For Procurement of Goods below Rs. 20 Lakh)

### **BIDDING DOCUMENTS**

for

PROCUREMENT OF \_\_\_\_\_

[brief description of Goods]

Bid Ref. No.: \_\_\_\_\_

[Bid identification number]

(Date of Issue): \_\_\_\_\_

\_\_\_\_\_  
[Name and address of Procuring Entity]

## **PREFACE<sup>1</sup>**

This Standard Bidding Document (SBD) has been prepared in line with the requirement given in Sub-section (4) of Section 20 of the Assam Public Procurement Act, 2017 and should be treated as Model Bidding Documents for Procurement of Goods<sup>2</sup> by following Open Competitive Bidding method. The Open Competitive Bidding is most preferred method of procurement and may also be followed in other methods of procurement viz. Two Stage Bidding, Electronic Reverse Auction and Rate Contract.

This SBD has been prepared for procurement of such Goods, where pre-qualification of bidders is not needed and paper-bids are to be invited in two-envelope bidding process. The SBD may be suitably customized for use in other methods of procurements, inviting bids from pre-qualified bidders, inviting bids globally, under two-envelope system and under e-procurement process.

The SBD shall be used by all the 'Procuring Entities' as defined in Sub-section (x) of Section 2 of the Assam Public Procurement Act, 2017 after suitably customizing it to specific requirement of Goods.

The instructions/provisions given in Section II - Instructions to Bidders (ITB) should not be altered while customizing this document. However, wherever reference to Bid Data Sheet (BDS) has been made, the respective instructions should be complemented / supplemented/ amended by way of BDS (Section III), as required. In such case, instructions contained in ITB and related BDS shall be read together. Whenever there is a conflict between information contained in ITB and BDS, the instructions contained in BDS shall prevail.

Likewise, General Conditions of Contract (Section-VII) should not be altered while customizing this document. However, wherever reference to Special Conditions of Contract (SCC) has been made, the respective clauses should be supplemented and or amended by way of SCC (Section VIII), as required. In such case, clauses contained in GCC and related SCC shall be read together. Whenever there is a conflict between information contained in GCC and SCC, the clauses contained in SCC shall prevail.

The Section IV - Evaluation and Qualification Criteria given in this section are generic and suggestive only. These should be prepared afresh for every procurement of Goods depending on market segment being captured and qualifications that a bidder should carry to execute contract, if awarded to a bidder. This should contain, at one place, all such evaluation methodologies to be applied (including application of any such price and purchase preferences being available to select class of bidders) and qualification criteria that should be fulfilled by the bidder.

Section V- Schedule of Requirements should have all such information related to Goods and related services, including technical specification and allied requirements, amount of bid security, delivery schedule and name and address of consignees, list of related services and any specific inspection and testing requirements.

Section VI- Bidding Forms includes all such forms bidders are required to use/fill and submit along with their bids. In case any additional information is required as per specific requirement of goods and related services, the same may be added in existing forms as appropriate. In case required, additional forms may be added in this section.

The State Procurement Facilitation Cell (SPFC) may be contacted [[ceppassam@gmail.com](mailto:ceppassam@gmail.com)] for any question regarding applicability of the SBD and any issue while customizing it to specific procurement need.

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<sup>1</sup> The 'Preface' should be deleted from the finally customized Bidding Documents by the Purchaser.

<sup>2</sup> Goods, as defined in the Assam Public Procurement Act, 2017 and related Procurement Rules, may include all articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of goods of the value of services or works or both does not exceed that of the goods themselves

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## SECTION-I

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### 1. Notice Inviting Bids (NIB)

<Insert name, logo, address & contact details of TIA>

#### Notice Inviting Bids

Bid Ref.No.....Dated: .....

- (a) The *[insert name of TIA]* hereby invites sealed Bids from eligible Bidders following **Two stage two bid system** of bidding for goods/item(s) as detailed below:

Sl. No.	Brief Description of Goods	Quantity	Bid Security (Rs.)

- (b) Open Competitive Bidding method shall be followed for selection of most preferred bidder for the tendered Items(s) as mentioned above. The tender terms, conditions and procedures are in conformity with “The Assam Public Procurement Act, 2017” and “The Assam Public Procurement Rules, 2020” as amended from time to time. These Act and Rules may be viewed and downloaded from the web-link *[provide website link where these documents are available e.g., at <https://finance.assam.gov.in/portlets/assam-public-procurement-rules-2020>*
- (c) The bidders are required to affix in the bid letter a stamp duty of Rs 8.25 (if they are from Assam) or IPO of Rs 10.00 (if they are from outside of Assam).
- (d) The Bidding Documents may be freely downloaded by interested eligible Bidders from the website(s) *[insert name of websites where Bidding Documents shall be officially published]*.
- (e) All Bids must be accompanied by Tender Processing Fee of Rs.....(Rupees.....and a Bid Security of amount as mentioned in the table above for the item(s) bided, unless otherwise mentioned in the Bidding Documents. Exemptions to Bid Security are allowed to certain class of bidders if mentioned in Bidding Documents.



- (f) Bids must be delivered to the address below on or before *[insert time and date]*.
- (g) Electronic Bidding will not be permitted. Late Bids will be liable for rejection summarily.
- (h) The Bids will be publicly opened in the presence of the Bidders' designated representatives and anyone who chooses to attend, at the address below on *[insert time and date]*.
- (i) Bidders who seek to appeal against any decision, action or omission regarding this particular procurement may do so as per Section 38 of the Assam Public Procurement Act, 2017 and Rule 26 of the Assam Public Procurement Rules, 2020. The first and second appellate authority are as mentioned below:

First Appellate Authority	Second Appellate Authority
<Insert Name, Address and landline number of first appellate authority>	<b>Smti Laya Madduri, IAS</b> Secretary to the Government of Assam, Finance ( A&F, EC-I, EC-III) Department Second Floor, F Block Janata Bhawan Dispur,Guwahati : 781006 Phone No.:0361-2237455 E-mail: l.madduri@nic.in

S/d

*<Insert Designation of Tender Inviting Authority*

## SECTION – II

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### 2. Instructions to Bidders

#### GENERAL

#### 2.1 Introduction

- 2.1.1 The Tender Inviting Authority (TIA) has issued these Bidding Documents for the supply of Goods as specified in “**Section V - Schedule of Requirements**” in connection with the notice issued on .....inviting bid form the prospective bidders.
- 2.1.2 This Section provides the relevant information as well as instructions to assist prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the TIA for receipt and opening as well as scrutiny and evaluation of bids and subsequent placement of award of contract.
- 2.1.3 Before preparing the bid and submitting the same to the TIA in the prescribed manner, the bidder should read and examine all the terms and conditions, instructions, etc., contained in this Bidding Document. Failure to provide required information or to comply with the instructions incorporated in this Bidding Document may result in rejection of bids submitted by bidders.
- 2.1.4 The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its bid including preparation, mailing and submission of its bid and subsequently processing the same. The Purchaser shall, in no case be responsible or liable for any such cost, expenditure, etc., regardless of the conduct or outcome of the bidding process.

#### 2.2 Language of Bids

- 2.2.1 Bid submitted by the bidder and all subsequent correspondences and documents relating to the bid exchanged between the bidder and the TIA (i.e., Purchaser), shall be written in English language. However, the language of any printed literature furnished by the bidder in connection with its bid may be written in any other language, provided the same is accompanied by a self-certified English translation and, for purposes of interpretation of the bid, the English translation shall prevail.

#### 2.3 Code of Integrity

- 2.3.1 The Procuring Entity and all its officials or employees, whether involved in the procurement process or otherwise, or bidders and their representatives or consultants or service providers participating in a procurement process or other persons involved, directly or indirectly in any way in a procurement process shall maintain an unimpeachable standard of integrity.

2.3.2 Govt. of Assam prescribes to uphold the Code of Integrity, which prohibits officials or employees of a Purchaser or any person(s) participating in the bidding process, as bidder or otherwise, the following:

- i) any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
- ii) any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- iii) any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- iv) improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
- v) any financial or business transactions between the bidder and any officer or employee of the Procuring Entity, who are directly or indirectly related to the tender or execution process of contract;
- vi) any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- vii) any obstruction of any investigation or audit of a procurement process;
- viii) making false declaration or providing false information for participation in
  - a) tender process or to secure a contract;
  - b) disclosure of Conflict of Interest;
  - c) disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other Procuring Entity.

2.3.3 In case of any breach of the Code of Integrity by a bidder or a prospective bidder, as the case may be, the TIA after giving a reasonable opportunity of being heard, may take appropriate measures including –

- (i) exclusion of the bidder from the procurement process;
- (ii) calling off pre-contract negotiations and forfeiture or encashment of bid security;
- (iii) forfeiture or encashment of any other security or bond relating to procurement;
- (iv) recovery of payments made by the TIA along with interest thereon at bank rate;
- (v) cancellation of the relevant contract and recovery of compensation for loss

incurred by it;

- (vi) Initiate available legal actions available under different laws in India
- (vii) debarment of the bidder from participation in any tender issued by the Procuring Entity for a period not exceeding **three years**

## 2.4 Conflict of Interest

2.4.1 Conflict of Interest for a Procuring Entity or its personnel (i.e., officials or employees) and bidders is a situation in which a party has interests that could improperly influence that performance of its duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations

2.4.2 Govt. of Assam describes the situations in which a Procuring Entity or its personnel maybe considered to be in a situation of Conflict of Interest include, but are not limited to the following-

- (i) Conflict of Interest occurs when the private interests of a Procuring Entity or its personnel, such as personal, non-official, extra-professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its professional functions or obligations as a procurement official;
- (ii) within the procurement environment, a Conflict of Interest may arise in connection with such private interests as personal investments and assets, political or other social activities and affiliations while in the service of the Procuring Entity, employment after retirement from service or of relatives or the receipt of a gift that may place the Procuring Entity or its personnel in a position of obligation;
- (iii) Conflict of Interest also includes the use of assets of the Procuring Entity including human, financial and material assets, or the use of the office of the Procuring Entity or knowledge gained from official functions for private gain or to prejudice the position of someone the Procuring Entity or its personnel does not favour;
- (iv) Conflict of Interest may also arise in situations where the Procuring Entity or any of its personnel is seen to benefit directly or indirectly or allow a third party, including family, friends or someone they favour, to benefit directly or indirectly from the decision or action of the Procuring Entity.

2.4.3 The situations in which bidders participating in a procurement process or their representatives may be considered to be in Conflict of Interest include, but are not limited to the following–

- (i) If they or their personnel or representatives or agents have any relationship or financial or business transactions or interests with any official of the Procuring Entity that are directly or indirectly involved in or related to the procurement

process or execution of contract;

- (ii) If they receive or have received any direct or indirect subsidy from any other bidder;
- (iii) If they have the same legal representative for purposes of the bid;
- (iv) If they have a relationship with each other, directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another;
- (v) If they participate in more than one bid in the same bidding process;
- (vi) If they have controlling partners in common;
- (vii) If a bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process or were involved in such preparation in anyway;

2.4.4 In the 'Letter of Bid' to be submitted by the bidder, as per format given in **Section VI (Bidding Forms)**, all bidders shall provide a signed statement that the bidder is neither associated nor has been associated directly or indirectly with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or is being proposed as Project Manager for the contract;

2.4.5 In case of a holding company having more than one independently manufacturing unit or more than one unit having common business ownership or management, only one unit shall be allowed to submit bid or quote to prevent any Conflict of Interest. Similar restrictions shall apply to closely related sister or subsidiary companies. Such bidders must proactively declare such sister or subsidiary company or common business or management units in similar lines of business;

2.4.6 In cases of agents quoting in offshore procurements on behalf of their principal manufacturers, one agent shall not represent two manufacturers or quote on their behalf in a particular bid enquiry to prevent any Conflict of Interest.

## **2.5 Bidders' Eligibility**

2.5.1 Bidder shall be a sole business entity having a formal intent and legal competency to enter into an agreement or contract and are registered under respective Act and Jurisdiction in India.

2.5.2 Bidder should not have a Conflict of Interest as prescribed and specified in ITB Para 2.4, which materially affects fair competition.

2.5.3 In addition, any bidder participating in the procurement process shall–

- (j) have fulfilled his obligation to pay such of the tax payable to the Central Government or the State Government or any local authority;
- (ii) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;
- (iii) not have, and their directors and officers do not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings
- (iv) not be debarred by any Procuring Entity under the State Government, the Central Government, Autonomous body, Authority by whatever name called under them.

2.5.4 All goods to be offered by the bidder or supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term “origin” used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied

## **2.6 Bidders' Qualification**

- 2.6.1 Bidders should substantially meet the qualification criteria as stipulated in the **Section IV - Evaluation and Qualification Criteria**.
- 2.6.2 Bidders should fill and submit the Forms provided in **Section VI - Bidding Forms** to provide relevant information and documents in support of fulfillment of bidder's qualification, along with its bid.

## BIDDING DOCUMENTS

### 2.7 Content of Bidding Documents

2.7.1 The Bidding Documents include the following Sections, which should be read in conjunction with any Amendment issued in accordance with **ITB Para 2.10**.

- (i) Section I Notice Inviting Bids (NIB)
- (ii) Section II Instructions to Bidders (ITB)
- (iii) Section III Bid Data Sheet
- (iv) Section IV Evaluation and Qualification Criteria
- (v) Section V Schedule of Requirements
- (vi) Section VI Bidding Forms
- (vii) Section VII General Conditions of Contract (GCC)
- (viii) Section VIII Special Conditions of Contract (SCC)
- (ix) Section IX Contract Forms

2.7.2 Unless downloaded directly from the Purchaser's website **as specified in the BDS**, TIA shall not be responsible for the correctness of the Bidding Documents, responses to requests for clarification, the Minutes of the Pre-bid meeting, if any, or Amendment(s) to the Bidding Documents in accordance with ITB Para 2.10.

2.7.3 Bidders are expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents.

### 2.8 Clarifications of Bidding Documents

2.8.1 A Bidder requiring any clarification of the Bidding Documents shall contact the TIA in writing in the address as **specified in the BDS**. The TIA will respond in writing to any request for clarification, provided that such request is received within a period **specified in the BDS**.

2.8.2 The Purchaser shall also promptly publish brief description of the enquiry but without identifying its source and its response at the official website as **specified in the BDS**.

2.8.3 Should the clarification result in changes to the essential elements of the Bidding Documents, the TIA shall amend the Bidding Documents following the procedure given under ITB Para 2.10.

### 2.9 Pre-Bid Meeting

2.9.1 Prospective bidders are invited to participate in the pre-bid meeting as scheduled to be held on the date, time and venue as specified in the BDS. The prospective bidders may submit their written request for clarifications or suggestion, if any, on the bidding document in advance, for the consideration of the TIA.

2.9.2 During the pre-bid meeting, the clarification sought by representative of prospective bidders shall be responded appropriately. However, they must submit their queries for clarification and suggestions in written. The TIA shall publish written response to such requests for clarifications, without identifying its source in the official website <insert the details of the website>. In case required, amendment(s), in terms of ITB Para 2.10 below shall be issued, which shall be binding on all prospective bidders.

## 2.10 Amendments to Bid Documents

2.10.1 At any time prior to the deadline for submission of bids, the Purchaser may, pursuant to ITB Para 2.8 and 2.9 and for any reason deemed fit by it, amend, or modify the Bidding Documents by issuing Amendment(s).

2.10.2 Such Amendment(s) will be published on TAI's website **as specified in the BDS** and the same shall be binding on all prospective Bidders.

2.10.3 To give reasonable time to prospective bidders to take necessary action in preparing their bids, the TIA may, at its discretion extend the deadline for the submission of bids and other allied time frames, which are linked with that deadline.

2.10.4 Any bidder who has downloaded the Bidding Documents should check the Amendment(s), if any, issued on the TIA's website. The TIA shall not be responsible in any manner if prospective Bidders miss any Amendment(s) published on its website.

## PREPARATION OF BIDS

### 2.11 Documents Comprising the Bid

2.11.1 The bid submitted by the bidder shall be in **Two sealed envelope (Technical and Price Bid)** and shall comprise the following:

#### **A. Technical Bid/ proposal:**

- i) Letter of Bid as per Form provided in **Section VI – Bidding Forms (Form-B1)**;
- ii) Bidder Information Form provided in **Section VI: Bidding Forms (Form-B2)**;
- iii) Manufacturer's Authorization, in case the bidder is not the manufacturer of the product offered, as per Form given in **Section VI: Bidding Forms (Form-B5)**;
- iv) Proforma for Performance Statement (for a period of last five years) as per format given in **Section VI: Bidding Forms** along with supporting documents (**Form-B6**);
- v) Other details of the Bidder Bank as per format given in **Section VI: Bidding Forms (Form-B7)**;
- vi) Certificate on Financial Strength of the Bidder as per format given in **Section VI:**



- Bidding Forms (Form-B8)** and any other documents with respect to qualification as mentioned under in para 4.2.;
- vii) Power of Attorney for the Authorised Signatory of the Bid as per format given in **Section VI: Bidding Forms (Form-B9)**;
  - viii) Undertakings by the bidder as per format given in **Section VI: Bidding Forms (Form-B10)**
  - ix) Bid Processing Fee in accordance with **ITB Para 19**;
  - x) Bid Security furnished in accordance with **ITB Para20**;
  - xi) Valid Registration Certificate issued by District Industries & Commerce Centre (DI&CC), Govt. of Assam; in case bidder seeks to avail exemption from submission of bid security (in accordance with **ITB Para 20.2**) and/or price and purchase preferences for the goods required under Section V: Schedule of Requirements, **in accordance with ITB Para 34.**
  - xii) Documents establishing the compliance of Goods in accordance with **ITB Para 16**;
  - xiii) Documents establishing bidders' eligibility and qualification in accordance with **ITB Para 17.2**;
  - xiv) Bidder firm's Certificate of Incorporation/ Registration, Article and Memorandum of Association or any such registration document;
  - xv) Self-attested copy of Income Tax Registration Certificate / PAN card;
  - xvi) Self-attested copy of GSTIN registration;
  - xvii) Any other document as required in the BDS**
  - xviii) "Checklist of Documents" submitted along with the Bid in the Format (Format-11B) as given in **Section VI: Bidding Forms**

## **B. Price Bid/ Financial Proposal**

- i) Price Schedule prepared in accordance with **ITB Para14; (Form 3A &3B)**

### **2.12 Letter of Bid and Price Schedule**

2.12.1 The Letter of Bid and Price Schedule shall be prepared as per the Forms furnished in **Section VI: Bidding Forms**. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

## 2.13 Alternative Bids

2.13.1 The bidders are not allowed to submit the bid only in the manner and in the format as prescribed and no alternative bids are allowed to be submitted by any bidder, unless otherwise **specifically provided in this bidding document**,

## 2.14 Bid Prices

2.14.1 The prices quoted by the Bidder in the Price Schedule (Price Bid) shall conform to the requirements specified below.

2.14.2 All Schedules/ Lots (if any) and items there under must be listed and priced separately in the Price Schedule. The price quoted shall correspond to 100% of the items specified for each Schedule /Lot.

2.14.3 The price quoted by the Bidder shall include price against Buy-back offer, **if any mentioned in the BDS**; as described in the **Section V-Schedule of Requirements**.

2.14.4 The price to be quoted by the bidder in the prescribed format (i.e., Schedule of Price) given in the Section-VI. The Schedule of Price to be submitted by the Bidder as part of the bid in accordance with Para 2.12 shall be the total price of the bid.

2.14.5 The price quoted by the Bidder shall be fixed (remain Firm) during the Bidder's performance of the Contract and shall not be subject to variation on any account, **unless otherwise specified in this bidding document**. The bid submitted with adjustable price quotation shall be treated as nonresponsive and shall be rejected

2.14.6 The price shall be quoted as specified in the Form of Price Schedule given in **Section VI - Bidding Forms**. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids. This shall not in any way limit the TIA's right to contract on any of the terms offered. Prices shall be entered in the following manner:

- (i) the unit and total price of the Goods on DDP (Delivery Duty Paid) – Consignee Location basis;
- (ii) the price of related services as specified in **Section V - Schedule of Requirements**.
- (iii) Goods and Services Tax (GST) payable on the Goods and related services if the contract is awarded.

## 2.15 Bid Currency

2.15.1 The bidder should submit its quote in Indian Rupees only.

2.15.2 Bids, where prices are quoted in any other currency shall be treated as non-responsive

and rejected.

## 2.16 Documents Establishing the Compliance of Goods

2.16.1 To establish the conformity of the Goods to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in **Section V - Schedule of Requirements**.

2.16.2 The documentary evidence may be in the form of literature, drawings, or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods, demonstrating substantial responsiveness of the Goods to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the **Section V - Schedule of Requirements**.

2.16.3 Standards for workmanship, process, material, and equipment, etc., as specified by the TIA in the Schedule of Requirements, are intended to be descriptive only and not restrictive.

## 2.17 Documents Establishing Eligibility & Qualification of the Bidder

2.17.1 To establish their eligibility in accordance with ITB Para 2.5, Bidders shall complete the Letter of Bid, included in **Section VI – Bidding Forms**

2.17.2 The documentary evidence of the Bidder's qualifications, to perform the contract if its bid is accepted, shall establish to the TIA's satisfaction that the Bidder meets each of the qualification criterion specified in **Section IV-Qualification and Evaluation Criteria**

## 2.18 Period of Validity of Bids

2.18.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the TIA. A bid valid for a shorter period shall be rejected by the TIA as non-responsive.

2.18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the TIA may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.

2.18.3 The Bidder who agrees to the extension of the period of validity of bids so requested by the TIA shall also extend the period of validity of bid securities submitted by them or submit new bid security to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or new bid securities not submitted shall be considered to have refused the request to extend the period of validity of its bids and

rejected as non-responsive. The decision of TIA will be final and binding in this regard.

## 2.19 Bid Processing Fee

2.19.1 The Bidder shall furnish as part of its bid, the Bid Processing Fee (non- refundable), of the amount as **specified in the BDS** in favour of ..... The Bid Processing Fee shall be in any of the following forms at the Bidder's option:

- (a) Banker's Cheque issued by Scheduled Bank in India; or
- (b) Deposit through Digital mode, **if specified in the BDS**;

## 2.20 Bid Security

2.20.1 The Bidder shall furnish as part of its bid, a bid security in the amount as **specified in BDS** in favour of .....

2.20.2 The Bidders who are currently registered with the following, for the specific Goods as required in "**Section V-Schedule of Requirements**", shall be eligible for exemption from Bid Security, provided they submit a self-attested copy of its valid registration / recognition certificate issued in their name by:

- i) District Industries & Commerce Centre (DI&CC), Govt. of Assam; or
- ii) Any other entity providing such certificates as notified by State Government.

2.20.3 The bid security shall be in any of the following forms at the Bidder's option:

- (i) Fixed Deposit Receipt (FDR) or Term Deposit Receipt (TDR) issued by Scheduled Bank in India; or
- (ii) Bank Guarantee issued by a Scheduled Bank in India; or
- (iii) Deposit through Digital mode **as specified in the BDS**; or
- (iv) Any other form **as specified in the BDS**

2.20.4 In case, bid security is submitted in form of Bank Guarantee, it should be submitted either using the form provided in "**Section VI - Bidding Forms**". The Bank Guarantee submitted as Bid Security shall be verified and confirmed from the competent authority of the concerning issuing Bank.

2.20.5 The Bid Security must remain valid for forty-five (45) days beyond the original or extended validity period of the bid.

2.20.6 Any bid not accompanied by a Bid Security as specified in ITB Para 2.20 shall be rejected by the TIA as non- responsive.

- 2.20.8 The bid security of a bidder lying with the TIA, if any, in respect of other bids awaiting decision shall not be adjusted towards bid security required under this Bidding Documents.
- 2.20.9 The bid security originally deposited by a Bidder may be taken into consideration, in case bids are re-invited, if found valid, if so, **specified in the BDS**. Such Bidders are required to ascertain validity of bids for consideration in lieu of bid security required under this Bidding Documents.
- 2.20.10 The Bid Security of unsuccessful bidder shall be released within 30 working days after signing of Agreement and deposit of performance security by the successful bidder.
- 2.20.11 The Bid Security of successful Bidders shall be released within 30 working days upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB Para 2.41. As an alternative, the amount of Bid Security may be adjusted with the amount of performance security required from him or refunded if the successful bidder furnishes the full amount of performance security, if **provided in the BDS**.
- 2.20.12 In case Purchaser decides to cancel the procurement process, it shall return the bid security of all bidders after the decision to cancel procurement process.
- 2.20.13 The Bid Security of the bidder, who withdraws its bid prior to deadline for submission of bids, in case bid withdrawal is permitted, shall be returned after the opening of the bids.
- 2.20.14 The Bid Security deposited by a Bidder shall be forfeited in the following cases
- (i) when the bidder withdraws or modifies its bid after opening of bids;
  - (ii) when the bidder does not deposit the required performance security within the specified period; and
  - (iii) if the bidder breaches any provisions of Code of Integrity prescribed for bidders as per ITB Para 2.3.

## **2.21 Format and Signing of Bids**

- 2.21.1 The Bidder shall prepare and submit one original set of Bid and clearly mark it as "ORIGINAL" along with such number of additional copies thereof **as specified in the BDS**, marking these additional copies as "COPY" clearly. In the event of any discrepancy between the original bid and its copies, the contents of the original bid marked "ORIGINAL" shall prevail and be considered.
- 2.21.2 The original and all additional copies of the bid shall be typed or written in ink with all pages serially numbered and signed by the bidder or a person duly authorized to sign on behalf of the bidder in token of acceptance of the terms and conditions of the Bidding Documents. This authorization shall consist of a written confirmation **as specified in**

the **BDS** which shall be attached to the Bid.

2.21.3 Any corrections in the bid such as interlineations, erasures, or overwriting shall be valid only if they are duly signed or initialed by the person signing the bid.

## **SUBMISSION AND OPENING OF BIDS**

### **2.22 Sealing, Marking and Submission of Bids**

2.22.1 Bidders may submit their bids by post or by hand or drop in the box earmarked and placed in the office of the TIA. Bids so submitted shall enclose the original and copy of the bid in separately sealed envelopes duly marked as “ORIGINAL” and “COPY”. The envelopes containing the original and the copies shall then be closed in one single sealed outer envelope, in which there are separate envelope for Technical and Price Proposal.

2.22.2 The inner and outer envelopes shall bear the:

- (i) name and complete address along with the mobile, telephone number and email address of the Bidder;
- (ii) complete postal address of the TIA;
- (iii) specific identification mark / Bid Ref. No. and subject matter of procurement.
- (iv) A warning “not to open before the time and date for bid opening’ as indicated in the Bidding Documents

2.22.3 If all envelopes are not sealed and marked as required, the TIA will assume no responsibility about its consequences viz. misplacement or premature opening of the bid

### **2.23 Deadline for Submission of Bids**

2.23.1 Bids must be received by the TIA at the address and no later than the date and time **specified in the BDS.**

2.23.2 The date of submission and opening of bids shall not be extended except when—

- (i) sufficient number of bids have not been received within the given time and the TIA is of the opinion that further bids are likely to be submitted if time is extended; or
- (ii) the Bidding Documents are required to be substantially modified as a result of discussions in pre-bid meeting or otherwise and the time for preparations of bids by the prospective bidders appears to be insufficient for which such extension is required

2.23.3 In cases where the time and date of submission of bids is extended, an amendment to the Bidding Documents shall be issued in accordance with ITB Para 2.10, in which case all rights and obligations of the TIA and Bidders previously subject to the deadline shall thereafter be subject to the deadline extended

2.23.4 If the due date for submission of bids is not a working day, the bids shall be received

and opened at the same time and hour on the next working day.

## **2.24 Late Bids**

2.24.1 The Purchaser's officer authorized to receive the bids shall not receive any bid that is submitted personally by hand after the time and date fixed for submission of bids under any circumstances.

2.24.2 Any bid which arrives by post after the deadline for submission of bids shall be declared and marked as "Late" and returned unopened to the bidder by registered post.

## **2.25 Withdrawal, Substitution and Modification of Bids**

2.25.1 A bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by the bidder or his representative authorised in writing and such letter of authority shall be enclosed with the bid. The corresponding substitution or modification of the bid contained in sealed envelopes as required must accompany the written notice. Such written notice shall be—

- (i) Submitted in accordance with the Bidding Documents with the envelope clearly marked as "Withdrawal," "Substitution," or "Modification" as the case may be, and
- (ii) received by the officer authorised to receive the bids or directly dropped in the bid box prior to the last time and date fixed for receiving of bids.

2.25.2 Bids requested to be withdrawn shall be returned unopened to the bidders.

2.25.3 No bid shall be withdrawn, substituted, or modified after the time and date fixed for receipt of bids as specified in the BDS.

## **2.26 Opening of Bids**

2.26.1 The sealed bid box shall be opened by the Bid Opening Committee constituted by the TIA at the time, date and place **as specified in the BDS** in the presence of the Bidders' authorized representatives who choose to be present, enabling them to watch the proceedings.

2.26.2 The TIA's officer authorized to receive bids shall also handover all the bids received by him up to the time and date for submission of bids to the convener of the Bid Opening Committee and obtain the signature of the convener of the Committee in the bids receipt register.

2.26.3 Each bid received shall be opened by the Bid Opening Committee in the presence of the bidders or their authorised representatives who choose to be present. All envelopes containing bids shall be signed, indicating date and time, by the members of the Committee in token of verification of the fact that they are sealed. The envelopes shall be numbered as "a/n", where 'a' denotes the serial number at which the bid envelop has been taken for opening and 'n' denotes the total number of bids received by the specified time;

- 2.26.4 The Bid Opening Committee shall prepare a list of bidders, or their representatives attending the opening of bids and obtain their signatures on the same. The list shall also contain the name, e-mail and mobile telephone number of the representatives and the corresponding names and addresses of the bidders they represent. The authority letters brought by the representatives shall be attached to the list. The list shall be signed by all members of Bid Opening Committee indicating the date and time of opening of the bids.
- 2.26.5 First, envelopes marked “WITHDRAWAL” shall be opened, read out, and recorded and the envelope containing the corresponding bid shall not be opened, but returned to the concerned bidders. No bid shall be permitted to be withdrawn unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal which shall also be read out and recorded. If the withdrawal notice is not accompanied by the valid authorisation, the withdrawal shall not be permitted, and the corresponding bid shall be opened.
- 2.26.6 Next, envelopes marked as “SUBSTITUTION” shall be opened, read out, recorded and exchanged for the corresponding bid being substituted and the substituted bid shall not be opened, but returned to the bidder. No bid shall be substituted unless the corresponding substitution notice contains a valid authorisation to request the substitution which shall also be read out and recorded. Thereafter, envelopes marked as “MODIFICATION” shall be opened, read out and recorded with the corresponding bid. No bid shall be modified unless the corresponding modification notice contains a valid authorisation to request the modification which shall be read out and recorded.
- 2.26.7 All other envelopes shall be opened one at a time and the following details shall be read out and recorded-
- (i) The name of the bidder and whether there is a substitution or modification;
  - (ii) the bid prices (per lot if applicable);
  - (iii) the bid security deposited; and
  - (iv) any other details as the Committee may consider appropriate.
- 2.26.8 After all the bids have been opened, these shall be initialled and dated on the first page of each bid by the members of the Bid Opening Committee. All the pages of the price schedule and letters etc., attached shall be initialled and dated by the members of the Committee. Key information such as prices, delivery period, etc. shall be encircled and unfilled spaces in the bids shall be marked and signed with date by the members of the Committee. The original and additional copies of the bid shall be marked accordingly. Alterations, corrections, additions, overwriting shall be initialled legibly to make it clear that such alterations, corrections, additions, overwriting existed in the bid at the time of opening.
- 2.26.9 No bid shall be rejected at the time of bid opening except the late bids, alternative bids if not permitted and bids not accompanied with the proof of payment or instrument of



the required price of bidding documents, processing fee or user charges and bid security.

2.26.10 The Bid Opening Committee shall prepare a record of the proceedings of the bid opening that shall include the name of the bidders and whether there is a withdrawal, substitution, or modification, the bid price, per lot, if applicable, any discounts and alternative offers if they were permitted, any conditions put by bidder and the proof of the payment of processing fee or user charges and bid security. The bidders or their representatives, who are present, shall sign the record. The omission of a bidder's signature on the record shall not invalidate the contents and effect of the record. The members of the Committee shall also sign the record noting the date.

## **EVALUATION AND COMPARISON OF BIDS**

### **2.27 Confidentiality**

2.27.1 Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with the bidding process until information on Contract Award is communicated to all Bidders.

2.27.2 Any effort by a Bidder to influence the TIA or its committee in the evaluation or contract award decisions may result in the rejection of its Bid.

2.27.3 Notwithstanding ITB Para 2.27.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the TIA on any matter related to the bidding process, it should do so in writing.

### **2.28 Preliminary Examination of Bids**

2.28.1 The Bid Evaluation Committee constituted by the TIA shall conduct a preliminary scrutiny of the opened bids at the beginning to assess the prima-facie responsiveness and record its findings thereof particularly in respect of the following:

- (i) That the bid is signed, as per the requirements listed in the Bidding Documents;
- (ii) that the bid has been sealed as per instructions in the Bidding Documents;
- (iii) the bid is valid for the period, specified in the Bidding Documents;
- (iv) that the bid is accompanied by due Bid Security;
- (v) that the bid is unconditional and that the bidder has agreed to give the required performance security; and
- (vi) whether any other conditions specified in the Bidding Documents are fulfilled.

### **2.29 Clarification of Bids**

2.29.1 To assist in the examination, evaluation, comparison and qualification of the bids, the Bid Evaluation Committee may, at its discretion, ask any bidder in writing for clarification by a specific date regarding its bid specifically therein that if the bidder does not comply or respond by that date his bid shall be liable to be rejected. The request of the

Committee for clarification and the response of the bidder thereto shall be in writing. Depending on the outcome, such bids shall be ignored or considered further;

2.29.2 Any clarification submitted by a bidder with regard to his bid that is not in response to a request by the Committee specifically shall not be considered;

2.29.3 No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Committee in the evaluation of the financial bids;

2.29.4 No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder qualified or an unresponsive submission, responsive shall be sought, offered, or permitted under any circumstances;

2.29.5 All communication generated as above shall be included in the record of the procurement proceedings.

### **2.30 Immaterial Non-conformities in Bids**

2.30.1 The Bid Evaluation Committee may waive non-conformities in the bid that do not constitute a material deviation, reservation or omission and deem the bid to be responsive;

2.30.2 The Bid Evaluation Committee may request the bidder to submit necessary information or documents which are historical in nature like audited statements of accounts, tax clearance certificate, PAN, etc. within a reasonable period. Failure of the bidder to comply with the request within the given time shall result in the rejection of its bid;

2.30.3 The Bid Evaluation Committee may rectify immaterial non-conformities or omissions based on the information or documentation received from the bidder under ITB Para 2.30.2.

### **2.31 Determination of Responsiveness**

2.31.1 The Bid Evaluation Committee constituted by the TIA shall determine the responsiveness of a bid to the Bidding Documents based on the contents of the bid submitted by the Bidder;

2.31.2 A bid shall be deemed to be substantially responsive if it meets the requirements of the Bidding Documents without any material deviation, reservation, or omission where: -

- (a) "deviation" is a departure from the requirements specified in the Bidding Documents;
- (b) "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
- (c) "omission" is the failure to submit part or all of the information or documentation required in the bidding documents.

2.31.3 A “material deviation, reservation, or omission” is one that,

- (a) If accepted, shall:-
  - (i) effect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the Bidding Documents; or
  - (ii) limit in any substantial way, inconsistent with the Bidding Documents, the rights of the Purchaser or the obligation of the Bidder under the proposed contract; or
- (b) if rectified shall unfairly affect the competitive position of other Bidders presenting responsive bids;

2.31.4 The Bid Evaluation Committee shall examine the technical aspects of the bid to confirm that all requirements of Bidding Documents have been met without any material deviation, reservation or omission.

2.31.5 The Bid Evaluation Committee shall regard a bid as responsive if it conforms to all requirements set out in the Bidding Documents, or contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the Bidding Documents, that is, there is no material deviation, or if it contains errors or oversights that can be corrected without any change in the substance of the bid;

2.31.6 Bids that are not responsive or contain any material deviation shall be rejected. Bids declared as non-responsive shall be excluded from any further evaluation.

## **2.32 Nonconformities, Errors and Omissions**

2.32.1 Provided that a Bid is substantially responsive, the Bid Evaluation Committee may waive any non conformities in the Bid.

2.32.2 Provided that a bid is substantially responsive, the TIA may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial, nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

## **2.33 Correction of Arithmetical Errors**

2.33.1 Provided that the Bid is substantially responsive, the Bid Evaluation Committee shall correct arithmetical errors in the following cases, namely:

- (i) 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, unless in the opinion of the Committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (ii) if there is an error in a calculation of the total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected;

and

- (iii) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

2.33.2 If the price bid is ambiguous leading to two equally valid total price amounts, the bid shall be treated as non-responsive and rejected.

2.33.3 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB Para 2.33.1, shall result in the rejection of the Bid.

## 2.34 Price and Purchase Preference

2.34.1 Price or purchase preference as per the rates and proportion of quantity notified in the Procurement Preference Policy, Assam, 2015 including its amendment from time to time as notified by Govt. of Assam shall be accorded to firms located in the State of Assam as prescribed therein, or as may be notified by the State Government from time to time, subject to the production of valid registration certificate as prescribed in the said Policy.

2.34.2 The **Section IV - Qualification and Evaluation Criteria** defines the manner in which such price or purchase preferences shall be accorded, provided the bidder submits valid registration certificate issued by respective entities for the goods required under **Section V - Schedule of Requirements**.

## 2.35 Evaluation of Bids

2.35.1 The Evaluation Committee duly appointed by the TIA shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

2.35.2 To evaluate a Bid, the Evaluation Committee shall consider the following:

- (i) evaluation will be done for Items or Schedules / Lots (contracts), as **specified in the BDS**; and the Bid Price as quoted in accordance with ITB Para 2.14.
- (ii) price adjustment for correction of arithmetic errors in accordance with ITB 2.33.1
- (iii) price adjustment due to discounts offered in accordance with ITB Para 14
- (iv) price adjustment due to quantifiable non-material non-conformities in accordance with ITB 30.3
- (v) the additional evaluation factors are specified in **Section IV: Evaluation and Qualification Criteria**

2.35.2 If Bidders are allowed to quote separate prices for different Schedules / Lots (contracts), the methodology to determine the lowest evaluated price of the Schedule / Lot (contract) combinations, including any discounts offered in the Letter of Bid Form as specified in BDS and in **Section IV- Evaluation and Qualification Criteria**

2.35.3 The evaluation of a bid will exclude and not take into account:

- (i) IGST/SGST/CGST payable on the Goods and related services if the contract is awarded to the Bidder
- (ii) Any other component **as specified in the BDS**

2.35.4 The evaluation of a bid by TIA may require the consideration of other factors as specified in Section-IV (e.g. Qualification & Evaluation Criteria), in addition to the Bid Price quoted in accordance with ITB 2.14,.

## **2.36 Comparison of Bids**

2.36.1 The Purchaser/ Evaluation Committee shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 35.2 to determine the lowest evaluated bid. The comparison shall be on the basis of DDP (place of final destination) prices, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account IGST / SGST / CGST levied in connection with the sale or delivery of goods and related services

2.36.2 The additional criteria for comparison of bid prices of substantially responsive bids are **specified in Section IV - Evaluation and Qualification Criteria**

## **2.37 Qualification of the Bidder**

2.37.1 The TIA shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria **specified in Section IV - Evaluation and Qualification Criteria**

2.37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Para 2.17

2.37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the TIA/ Evaluation Committee shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.

## **2.38 Abnormally Low Bids**

2.38.1 An Abnormally Low Bid is one where the Bid price in combination with other constituent elements of the Bid appears unreasonably low (exceeds the estimated price by more than 15% or is below the estimated price by more than 15%) to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid Price.

In the event of identification of a potentially Abnormally Low Bid, the Procuring Entity shall seek written clarifications from the Bidder, including detailed price analyses of its

Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.

- 2.38.2 After evaluation of the price analyses, in the event that the Procuring Entity determines that the Bidder has failed to demonstrate its capability, to perform the Contract for the offered Bid Price, the Procuring Entity reserves the right to reject the Bid.

### **2.39 TIA's Right to Accept or Reject any or all Bids**

- 2.39.1 The Procuring Entity reserves the right to accept or reject any bid, and to cancel / annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the Bidders for which the Purchaser shall keep record of clear and logical reasons properly for any such action / recall of bidding process. In case of cancellation / annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

## **AWARD OF CONTRACT**

### **2.40 Award Criteria**

- 2.40.1 Subject to ITB 2.38.1, the TIA shall award the Contract to the Bidder whose bid has been accepted after evaluation of bids.
- 2.40.2 The contract shall not be awarded to more than one bidder by splitting the quantity as given in Schedule of Requirements.
- 2.40.3 In case of a tie between two or more bidders in the price bid for a particular item (or where more than one bidder is L1 for a particular item/seed variety), then the bidder having highest average annual turnover amongst them (all L1 bidders) shall be declared as most preferred bidder.

### **2.41 Notification of Award**

- 2.4.1 Prior to the expiration of the period of bid validity, the TIA shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the TIA will pay the Supplier in consideration of the supply of Goods (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").
- 2.40.2 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.
- 2.40.3 The TIA shall promptly respond in writing to any unsuccessful Bidder who,

after notification of award in accordance with ITB Para 2.40.1, requests in writing the grounds on which its bid was not selected.

## **2.41 Performance Security**

2.41.1 Within twenty-eight (28) days of the receipt of Letter of Acceptance from the TIA, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using the Performance Security Bank Guarantee Form as given in "Section IX: Contract Forms",

2.41.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the TIA may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the TIA to be qualified to perform the Contract satisfactorily, provided the price is reasonable and is at par with original lowest evaluated bid price

2.41.3 The validity of the performance security shall be for a period of 45 days beyond the date of completion of all contractual obligations.

## **2.42 Signing of Contract**

2.42.1 Promptly after notification of Award/ issue of Letter of Acceptance, the TIA shall send the successful Bidder the draft Contract Agreement.

2.42.2 The successful Bidder shall sign, date, and return the contract to the TIA within twenty-eight (28) days of receipt of the Letter of Acceptance.



## SECTION III

### 3. Bid Data Sheet (BDS)

The following specific data for the goods and related services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB

ITB Para Reference	Particulars
	<b>A. General</b>
ITB 2.1.1	The reference number of the Notice Inviting Bids (NIB) is: <i>[insert reference number of the Notice Inviting Bids]</i> The TIA is: <i>[insert name of the Purchaser]</i>
ITB 2.7.2	<a href="#">www._____</a> <i>[insert name of website(s) where the Bidding Documents shall be officially published]</i>
	<b>B. Bidding Documents</b>
ITB 2.8.1	The TIA's address for the purpose of any clarification is: _____ <i>[insert complete address]</i> Requests for clarification should be received by the TIA before date scheduled for Pre-Bid Meeting. _____ <i>[insert number of days]</i>
ITB 2.8.2	<a href="#">www._____</a> <i>[insert name of website(s) where the responses to clarifications requested by Bidders shall be officially published]</i>
ITB 2.9.1	Pre-Bid Meeting shall be scheduled: Yes / No <i>[ select any one]</i>  In case Pre-Bid Meeting is scheduled, name of contact person, venue, time and date for pre-bid meeting are specified as under: <i>[provide details as under]</i>  Name of contact person: _____ Contact Details (Phone / Mobile /E-mail): _____ Address of Venue: _____  _____ Time and Date: _____
ITB 2.10.2	<a href="#">www._____</a> <i>[insert name of website(s) where Amendment(s) shall be officially published]</i>
	<b>C. Preparation of Bids</b>



<b>ITB 11.1 (xv)</b>	The Bidder shall submit the following additional documents in its Bid:
	<i>[list any additional document not already listed in ITB 2.11.1 that must be submitted with the Bid]</i>
<b>ITB 2.13.1</b>	Alternative Bids <i>[insert “shall be” or “shall not be”]</i> considered.  <i>[If Alternative Bids shall be considered, the methodology shall be defined in Section IV: Evaluation and Qualification Criteria]</i>
<b>ITB 2.14.3</b>	Buy-Back offer is _____ <b>(insert “included” / “not included”)</b> .  <i>[in case Buy-back offer is included as per provision given in the Rule No. 21(3) of the Assam Public Procurement Rule, 2018, please provide complete details in Section-V: Schedule of Requirements such as type, quantity, time and place of handing over the old item etc.]</i>
<b>ITB 2.14.4</b>	The price quoted by the bidder shall be <b>fixed (remain firm)</b> during the Bidder’s performance of the Contract and shall not be subject to variation on any account.
<b>ITB 2.18.1</b>	The bid validity period shall be <i>[insert number of days after the deadline for bid submission]</i> __ days.  Normally, it should not be more than 180 days as per Rule 23(4)(i) of APPR 2020.
<b>ITB 2.19.1</b>	Bid Processing Fee <i>[insert “shall be” or “shall not be”]</i> _____ required.  Deposit through digital mode is _____ <b>[insert “permitted” / “not permitted”]</b>  <i>(in case deposit of cost of Bidding Documents through digital mode is permitted, mention TIA’s bank details such as Account Number, IFSC Code, Name and address of Bank)</i>
<b>ITB 2.20.4 (iii)</b>	Bid Security deposit through digital mode is _____ <b>[insert “permitted” / “not permitted”]</b>  <i>(In case Bid Security deposit through digital mode is permitted, mention TIA’s bank details such as Account Number, IFSC Code, Name and address of Bank)</i>
<b>ITB 2.20.4 (iv)</b>	Other acceptable forms of Bid Security: _____  <b><i>[insert name of any other acceptable form(s) of Bid Security]</i></b>  <i>(Other acceptance mode of Bid Security can be either in form of Fixed Deposit Receipt, Term Deposit Receipt (duly lien marked in favour of ..... ) or Bank Guarantee form a scheduled bank in India. Refer Rule 29 APPR, 2020)</i>

<b>ITB 2.20.9</b>	The bid security originally deposited by a Bidder shall be considered. <i>[In case the bids under reference are being invited again (re-bidding), insert above statement, else replace it with 'Not applicable']</i>															
<b>ITB 2.20.11</b>	The bid security <i>[insert “shall be” or “shall not be”]</i> adjusted with the amount of performance security required from him. <i>[In case “shall not be” is selected, insert following statement]</i>															
	The bid security of successful bidder shall be refunded upon submission of the full amount of performance security by the successful bidder.															
<b>ITB 2.21.1</b>	In addition to the original of the Bid, the number of copies is: <i>[insert number of copies]_____.</i>															
<b>ITB 2.21.2</b>	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of:</p> <table border="1" data-bbox="441 877 1424 1787"> <thead> <tr> <th data-bbox="441 877 695 968"><b>Constitution of the Bidder</b></th> <th data-bbox="695 877 1109 968"><b>Signatory</b></th> <th data-bbox="1109 877 1424 968"><b>Documentation</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="441 968 695 1016"><b>Proprietorship</b></td> <td data-bbox="695 968 1109 1016">Proprietor</td> <td data-bbox="1109 968 1424 1016">NA</td> </tr> <tr> <td data-bbox="441 1016 695 1146"><b>Partnership Firm</b></td> <td data-bbox="695 1016 1109 1146">Any one of the Partner duly authorized by the partnership(Partners)</td> <td data-bbox="1109 1016 1424 1146">Declaration of Authorised Signatory</td> </tr> <tr> <td data-bbox="441 1146 695 1520"><b>Company</b></td> <td data-bbox="695 1146 1109 1520"> <ul style="list-style-type: none"> <li>• Employee authorised as signatory vide duly executed Power of Attorney</li> <li>• Director or Key Officials (CEO,CFO &amp; Company Secretary) duly authorised vide Board Resolution.</li> </ul> </td> <td data-bbox="1109 1146 1424 1520"> <ul style="list-style-type: none"> <li>• Original Power of Attorney Document</li> <li>• Certified copy Board Resolution</li> </ul> </td> </tr> <tr> <td data-bbox="441 1520 695 1787"><b>Society/Trust</b></td> <td data-bbox="695 1520 1109 1787"> <ul style="list-style-type: none"> <li>• Employee authorised as signatory vide duly executed Power of Attorney</li> <li>• Trustee/Office Bearer</li> </ul> </td> <td data-bbox="1109 1520 1424 1787"> <ul style="list-style-type: none"> <li>• Original Power of Attorney Document</li> <li>• Certified copy EB Resolution</li> </ul> </td> </tr> </tbody> </table> <p><b>Format for Power of Attorney document given in “Section-V: Bid Form” as Form-B9</b></p>	<b>Constitution of the Bidder</b>	<b>Signatory</b>	<b>Documentation</b>	<b>Proprietorship</b>	Proprietor	NA	<b>Partnership Firm</b>	Any one of the Partner duly authorized by the partnership(Partners)	Declaration of Authorised Signatory	<b>Company</b>	<ul style="list-style-type: none"> <li>• Employee authorised as signatory vide duly executed Power of Attorney</li> <li>• Director or Key Officials (CEO,CFO &amp; Company Secretary) duly authorised vide Board Resolution.</li> </ul>	<ul style="list-style-type: none"> <li>• Original Power of Attorney Document</li> <li>• Certified copy Board Resolution</li> </ul>	<b>Society/Trust</b>	<ul style="list-style-type: none"> <li>• Employee authorised as signatory vide duly executed Power of Attorney</li> <li>• Trustee/Office Bearer</li> </ul>	<ul style="list-style-type: none"> <li>• Original Power of Attorney Document</li> <li>• Certified copy EB Resolution</li> </ul>
<b>Constitution of the Bidder</b>	<b>Signatory</b>	<b>Documentation</b>														
<b>Proprietorship</b>	Proprietor	NA														
<b>Partnership Firm</b>	Any one of the Partner duly authorized by the partnership(Partners)	Declaration of Authorised Signatory														
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	<b>D. Submission and Opening of Bids</b>															

<b>ITB 2.23.1</b>	TIA's address for bid submission is: _____ <i>[insert complete address]</i> The deadline for Bid Submission is: _____ <i>[insert date and time]</i>
<b>ITB 2.26.1</b>	The bid opening shall take place at _____ <i>[insert complete address]</i> The date and time for Bid opening is: _____ <i>[insert date and time]</i>
<b>E. Evaluation and Comparison of Bids</b>	
<b>ITB 2.35.2 (i)</b>	Bids will be evaluated for [insert <b>"each Item/ Schedule/ Lot "</b> or <b>" Cumulative of all Items / Schedules / Lots"</b> , as applicable]  <i>[The above is required only when bids are invited for multiple items and/or same item under multiple Schedules / Lots and contract is likely to be awarded to different bidders. In case there is only single item/ schedule/ lot, the para may be substituted with 'Not Applicable']</i>
<b>ITB 2.35.4 (ii)</b>	<i>[specify any other factor to be excluded from evaluation of bid price, in case no other factor, specify 'none']</i>

## SECTION IV

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### 4. Evaluation and Qualification Criteria<sup>1</sup>

#### 4.1. Evaluation Criteria & Methodologies

##### 4.1.1 Evaluation Criteria {ITB 2.35.2(e)}

- (i) The Purchaser shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying the criteria and methodologies the Purchaser shall determine the Most Advantageous Bid. This is the Bid that meets the Qualification Criteria and has been determined to be:
  - a) substantially responsive to the bidding document, and
  - b) the lowest evaluated cost.
- (ii) The determination of bidder quoting lowest evaluated cost shall be based on the comparison of evaluated bid price carried out on “Delivery Duty Paid (DDP) consignee site basis”, quoted by substantially responsive bidders.
- (iii) The Purchaser’s evaluation of a Bid to determine lowest evaluated bidder may take into account, in addition to the Bid Price quoted in accordance with ITB 14, one or more of the following factors as specified in ITB 2.35.4 (ii) and in BDS referring to ITB 2.35.4 (ii), using the criteria and methodologies given in following paras.

##### 4.1.2 Consideration of Maintenance Costs

- (i) An adjustment to take into account the operating and maintenance costs of the Goods will be added to the bid price, for evaluation purposes. The adjustment will be evaluated in accordance with the methodology specified hereunder:

[the methodology may be added, in case AMC/CMC after expiry of warranty period is required]

*Example: In case bidders are required to quote Comprehensive Annual Maintenance charges (CMC) for 3 years post warranty period, such annual prices will also be added for comparison/ranking purpose for evaluation. “Net Present value (NPV) of the actual CMC price quoted for the required CMC period after the warranty period shall be considered for bid comparison and the NPV will be calculated after discounting the quoted CMC price by a discounting factor of 10% per annum.”*

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<sup>1</sup>This Section contains all the criteria that the Purchaser shall use to evaluate a bid and qualify the Bidders in accordance with ITB 34, 35 and 36, no other factors, methods or criteria shall be used.

#### **4.1.3 Purchase and Price Preferences**

- (i) In exercise of powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government of Assam has notified a “Procurement Preference Policy, Assam 2015 (including its amendment from time to time) in respect of procurement of goods and services produced and provided by Micro and Small Enterprises, by its Departments, State Public Sector Undertakings and its aided Institutions.
- (ii) The **Price Preference** shall be accorded to the MSEs within the State of Assam who are currently registered with District Industries & Commerce Centre (DI&CC), Govt. of Assam as per the said Policy. in the following manner:

#### **4.1.4 Multiple Contracts (ITB35.3)**

- (i) If Bids are invited for individual Schedules / Lots or for any combination of Schedules / Lots, the contract will be awarded to the bidder or bidders offering a substantially responsive bid(s) and the lowest evaluated cost for combined Schedules / Lots, subject to the selected bidder(s) meeting the required Qualification Criteria (this Section IV, Qualification Requirements) for a lot or combination of Schedules / Lots as the case may be.
- (ii) In determining bidder or bidders that offer the total lowest evaluated cost to the TIA, after considering all possible combinations of Schedules / Lots, the TEC shall apply the following steps in sequence:
  - (a) evaluate individual Schedules / Lots to determine the substantially responsive Bids and corresponding evaluated costs;
  - (b) for each lot, rank the substantially responsive bids starting from the lowest evaluated cost for the Schedule /Lot;
  - (c) apply to the evaluated costs listed in (b) above, any applicable discounts/price reductions offered by a bidder (s) for the award of multiple contracts based on the discounts and the methodology for their application offered by the respective bidder; and
  - (d) determine contract award on the basis of the combination of Schedule / Lots that offer the total lowest evaluated cost to the TIA.

#### **4.1.5 Alternative Bids (ITB 13.1)**

*An alternative if permitted under ITB 2.13.1, will be evaluated as follows: [insert one of the following] “A Bidder may submit an Alternative Bid only with a Bid for*

*the base case. The Purchaser shall only consider the Alternative Bids offered by the Bidder who's Bid for the base case was determined to be the Most Advantageous Bid."*

**or**

*"A Bidder may submit an Alternative Bid with or without a Bid for the base case. The Purchaser shall consider Bids offered for alternatives as specified in the Technical Specifications of Section V, Schedule of Requirements. All Bids received, for the base case, as well as Alternative Bids meeting the specified requirements, shall be evaluated on their own merits in accordance with the same procedures, as specified in the ITB 35 and ITB 36."*

## **4.2 Qualification Criteria**

### **4.2.1 Post qualification Requirements (ITB36.2)**

After determining the lowest-evaluated bid in accordance with ITB 2.36.1, the TIA shall carry out the post qualification of the Bidder in accordance with ITB 2.36, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

#### **4.2.2 If the Bidder is a Manufacturer:**

##### **(i) Financial Capability**

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s): *[list the requirement(s) including period]*

##### **(ii) Experience and Technical Capacity**

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s): *[list the requirement(s), including experience in successfully implementing sustainable procurement requirements, if specified in the bidding document.]*

##### **(iii) Documentary Evidence**

The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: *[list the requirement(s)]*

#### **4.2.3 If Bidder is not a Manufacturer:**

- (i) If a Bidder is not a manufacturer but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section VI, Bidding Forms), the Manufacturer shall demonstrate the above qualifications(i),(ii),(iii)and the Bidder shall demonstrate that it has successfully completed supply of at least goods [insert number of contracts] in the past [insert number of years]. In addition, separate eligibility criteria for the with respect to financial capacity and experience for the non-manufacturing bidder may be sought.

## SECTION V

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### 5 Schedule of Requirements

**Notes for Preparing the Schedule of Requirements**  
**(This is for the reference of the TIA to be deleted from the final Bid document)**

The Schedule of Requirements shall be included in the bidding document by the Purchaser, and shall cover, at a minimum, a description of the goods and services to be supplied, bid security requirement and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable Bidders to prepare their Bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section VI.

The date or period for delivery should be carefully specified, taking into account (a) the implications of delivery terms stipulated in the Instructions to Bidders and (b) the date prescribed herein from which the Purchaser's delivery obligations start (i.e., notice of award, contract signature)

Buy Back provisions may be considered as per section 21(03) of Assam Public Procurement Rules, 2018; accordingly suitable provisions may be made under Technical Specifications and Price Bidding Forms.

#### 5.1 List of Goods and Delivery Schedule

*[The Purchaser shall fill in this table]*

Line Item N□	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery Date	Amount of Bid Security Required (Rs.)
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<i>[insert item No]</i>	<i>[insert description of Goods]</i>	<i>[insert quantity of item to be supplied]</i>	<i>[insert physical unit for the quantity]</i>	<i>[insert place of Delivery]</i>	<i>[insert the number of days following the date of effectiveness the Contract]</i>	<i>[insert amount of bid security required]</i>

## 5.2 List of Related Services and Completion Schedule

*[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic and consistent with the required Goods Delivery Dates]*

<b>Service</b>	<b>Description of Service</b>	<b>Quantity<sup>1</sup></b>	<b>Physical Unit</b>	<b>Place where Services shall be performed</b>	<b>Final Completion Date(s) of Services</b>
<i>[insert Service No]</i>	<i>[insert description of Related Services]</i>	<i>[insert quantity of items to be supplied]</i>	<i>[insert physical unit for the items]</i>	<i>[insert name of the Place]</i>	<i>[insert required Completion Date(s)]</i>

## 5.3 Technical Specifications

### Notes for Preparing the Schedule of Requirements

**(This is for the reference of the TIA to be deleted from the final Bid document)**

*The purpose of the Technical Specifications (TS) is to define the technical characteristics of the Goods and Related Services required by the TIA. The Purchaser shall prepare the detailed TS take into account that:*

- *The TS constitute the benchmarks against which the TIA will verify the technical responsiveness of Bids and subsequently evaluate the Bids. Therefore, well-defined TS will facilitate preparation of responsive Bids by Bidders, as well as examination, evaluation, and comparison of the Bids by the Purchaser.*
- *The TS shall require that all goods and materials to be incorporated in the goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided for otherwise in the contract.*
- *The TS shall make use of best practices. Samples of specifications from successful similar procurements in the same country or sector may provide a sound basis for drafting the TS.*
- *Standardizing technical specifications may be advantageous, depending on the complexity of the goods and the repetitiveness of the type of procurement. Technical Specifications should be broad enough to avoid restrictions on workmanship, materials, and equipment commonly used in manufacturing similar kinds of goods.*
- *Standards for equipment, materials, and workmanship specified in the bidding document shall not be restrictive. Recognized national standards should be specified as much as possible. Reference to brand names, catalogue numbers, or other details that limit any materials or items to a specific manufacturer should be avoided as far as possible. Where unavoidable, such item description should always be followed by the words “or substantially equivalent.”*
- *Reference to brand names and catalogue numbers should be avoided as far as possible, where unavoidable the words “or at least equivalent” shall always follow such references.*
- *Technical Specifications shall be fully descriptive of the requirements in respect of, but not limited to, the following :*
  - (a) *Standards of materials and workmanship required for the production and manufacturing of the Goods..*

- (b) Detailed tests required (type and number).
  - (c) Other additional work and/or Related Services required to achieve full delivery/ completion.
  - (d) Detailed activities to be performed by the Supplier, and participation of the Authority thereon.
  - (e) List of detailed functional guarantees covered by the Warranty and the specification of the liquidated damages to be applied in the event that such guarantees are not met.
- The TS shall specify all essential technical and performance characteristics and requirements, including guaranteed or acceptable maximum or minimum values, as appropriate. Whenever necessary, the TIA shall include an additional ad-hoc Bidding form (to be an Attachment to the Letter of Bid), where the Bidder shall provide detailed information on such technical performance characteristics in respect to the corresponding acceptable or guaranteed values.
  - When the TIA requests that the Bidder provides in its Bid a part or all of the Technical Specifications, technical schedules, or other technical information, the TIA shall specify in detail the nature and extent of the required information and the manner in which it has to be presented by the Bidder in its Bid..

*[If a summary of the Technical Specifications (TS) has to be provided, the TIA shall insert information in the table below. The Bidder shall prepare a similar table to justify compliance with the requirements]*

**Summary of Technical Specifications.**

*The Goods and Related Services shall comply with following Technical Specifications and Standards:*

<b>Item No</b>	<b>Name of Goods or Related Service</b>	<b>Technical Specifications and Standards</b>
<i>[insert item No]</i>	<i>[insert name]</i>	<i>[insert TS and Standards]</i>

#### **5.4 Detailed Technical Specifications and Standards**

*[Insert detailed description of TS wherever necessary]*

#### **5.5 Items for Buy-Back**

Detailed specifications, make / model / year of purchase / condition (working but not in use / non- working / obsolete / damaged and any other relevant detail to assist bidders in assessing the condition of old asset.

Bidders may be permitted to inspect the items offered under buy-back prior to submission of bids.

#### **5.6 Inspections and Tests**

The following inspections and tests shall be performed: [insert of inspections and tests]

#### **5.7 Warranty & Maintenance (if applicable)**

- (i) Warranty: <Number of years>
- (ii) AMC/CMC: If required, please mention

#### **5.8. Packaging Requirement**

In case of any specific requirement the size, dimension, labeling of the packaging of supplied goods must be mentioned.

## SECTION-VI

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### 6 Bidding Forms

#### 6.1 Letter of Bid<sup>2</sup>

##### FORM-B1

##### Letter of Bid

Date: **[insert date (as day, month, and year) of Bid Submission]**

Bid Ref. No.: **[insert number of bidding process]**

To: **[insert complete name of TIA]**

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB10);
- (b) We meet the eligibility requirements and have no Conflict of Interest in accordance with ITB 4;
- (c) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the “Section-V: Schedule of Requirements” the following Goods: **[insert a brief description of the Goods and Related Services]**;
- (d) The total price of our Bid is:
  - 1. Price of the goods and related services as per technical specifications given in “Section IV: Schedule of Requirements”;
  - 2. Total price of related services as specified in the Schedule of Requirements.
- (e) Our bid shall be valid for a period of .....days beyond the bid submission deadline in accordance with the Bidding Documents (ITB 2.18.1), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

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<sup>2</sup>*The Bidder must prepare the Letter of Bid on its letterhead clearly showing the Bidder’s complete name and address.*

*All italicized text is for use in preparing these forms and shall be deleted from the final products.*

- (g) We are not participating, as a Bidder, in more than one bid in this bidding process in accordance with ITB 2.4.3(v), other than alternative bids submitted in accordance with ITB2.13;
- (h) We, along with any of our, suppliers, manufacturers, or service providers for any part of the contract, are not debarred by any procuring entity under the State Government, the Central Government or any State Government or any Public Undertaking, Autonomous body, Authority by whatever name called under them;
- (i) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any activities which is in contravention of the Code of Integrity proscribed in ITB Para 2.3 of the Bidding Documents
- (j) We hereby certify that we are neither associated nor has been associated directly or indirectly with any personnel /official or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement.
- (k) We hereby certify that we have fulfilled our obligations to pay all such taxes as payable to the Central Government or the State Government or any local authority;
- (l) We hereby certify that we are not insolvent, in receivership, bankrupt or being wound-up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;
- (m) We hereby certify that our directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- (n) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (o) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name of the Bidder

\_\_\_\_\_

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

\_\_\_\_\_

Title of the person signing the Bid

\_\_\_\_\_

Signature of the person named above

---

Date signed

---

## 6.2 Bidder Information Form

### FORM-B2

#### Bidder Information

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month, and year) of Bid Submission]*

Bid Ref. No.: *[insert number of bidding process]*

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. Bidder's year of registration/incorporation: <i>[insert Bidder's year of registration]</i>
3. Bidder's Address: <i>[insert Bidder's legal address]</i>
4. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
5. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB .2.4.3. <input type="checkbox"/> Organizational chart, a list of Board of Directors, and the beneficial ownership. <input type="checkbox"/> Income Tax Registration Document / PAN Card <input type="checkbox"/> GSTIN Registration Certificate <input type="checkbox"/> Any other document
6. Years of experience in similar line of activity.
7. List of clients in Govt/Public Sector to whom supply has been done in last three years
8. GeM (Government e-Marketplace) Registration: (Yes/ No)
If Yes, mention GeM Seller ID:



Category: Services/ Supply

Range of Supply/ Services:

*If No, then provide the date by which you will be registered on GeM portal:*

### 6.3 Price Bid Form

#### FORM-B3 (A)

#### Price Schedule for Goods<sup>3</sup>

*[The Bidder shall fill in the Price Schedule Form for Goods in accordance with the instructions indicated. The list of line items in column 1 of the Price Schedules shall coincide with the List of Goods specified by the Purchaser in the Schedule of Requirements]*

1	2	3	4	5	6	7	8	9
Schedule No. / Lot No.	Description of Goods	Physical Unit	Quantity	Unit Price (DDP – Place of Final Destination) inclusive of all costs, taxes, duties to deliver goods at final destination, except IGST/SGST/CGST paid or payable on goods	Total Price of Goods (Col. 4 x 5)	Total Price for related services except IGST/SGST/CGST paid or payable on related services	Total Bid Price of Goods (Col. 6+7)	IGST/SGST / CGST paid / payable on goods (rate and amount)
I								
II								
<b>Total Bid Price for Goods (A)</b>							_____	

Signature and seal of bidder's authorized signatory

<sup>3</sup>TIA may be appropriately modified as per requirement of particular Goods or there is an offer for buy-back.

**FORM-B3(B)**

**Price Schedule for Related Services**

*[The Bidder shall fill in the Price Schedule Form for related services in accordance with the instructions indicated. The list of line items in column 1 of the Price Schedules shall coincide with the List Related Services specified by the Purchaser in the Schedule of Requirements and may be appropriately modified as per requirement of particular related services]*

<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6 = (4 x 5)</b>	<b>7</b>
<b>Service No.</b>	<b>Description of Services</b>	<b>Delivery Date at place of Final destination</b>	<b>Quantity and physical unit</b>	<b>Unit price</b>	<b>Total Price per Service</b>	<b>IGST/ SGST/ CGST paid / payable on goods (rate and amount)</b>
<i>[insert number of the Service ]</i>	<i>[insert name of Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>	
<b>Total Bid Price for Related Services (B)</b>					_____	

Signature and seal of bidder's authorized signatory

## 6.4 Bank Guarantee Format for Bid Security

### FORMAT-B4

#### Bank Guarantee (Bid Security)

*[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

**Beneficiary:** *[TIA to insert its name and address]*

**Bid Ref. No.:** *[TIA to insert reference number for the Invitation for Bids]*

**Date:** *[Insert date of issue]*

**BID GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letter head]*

We have been informed that *[insert name of the Bidder,]* (hereinafter called "the Applicant") will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution/ supply of .....under Bid Ref. No .....("Bidding Document").

Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a Bid Security.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of ( ) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire:(a)if the Applicant is the successful bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii )twenty-eight days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This Bank guarantee will be verified through the official email id of the bank \_\_\_\_\_

---

*[Signature(s)]*

***Note: All italicized text is for use in preparing this form and shall be deleted from the final product.***

## 6.5 Manufacturer's Authorization<sup>4</sup>

FORM-B5

### Manufacturer's Authorisation

Date: *[insert date (as day, month and year) of Bid Submission]*

Bid Ref. No.: *[insert number of bidding process]*

To: *[insert complete name of TIA]*

#### WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid, the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 7.29 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

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<sup>4</sup>*[The Bidder (if not the manufacturer of the goods/items offered) shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the **BDS**.]*

## 6.6 Performance Statement (Last 5 Years)

FORM- B6

### Performance Statement

Name of the Bidder \_\_\_\_\_

Bid Reference No. \_\_\_\_\_

Order placed by (full address of Purchaser)	Order No. and Date	Description and quantity of ordered goods	Value of order	Date of completion of delivery		Remarks indicating reasons for late delivery, if any
				As per contract	Actual	
1	2	3	4	5	6	7

**Signature and seal of the Bidder**

The Bidder shall also furnish the following documents in connection with their past performance:

- (i) Copy of Purchase Orders
- (ii) Documentary evidence (Client's certificate) in support of satisfactory completion of contract

## 6.7 Other Details of the Bidder

### FORM- B7

#### Other Details of the Bidder

1. Name & full address of the Bidder
2. Contact details

(a) Telephone/Mobile & Fax No

Office/Factory/Works

(b) Email

3. Details of two Contact Persons:

	1 <sup>st</sup>	2 <sup>nd</sup>
(i) Name: (ii) Tel number (direct): (iii) Mobile No. (iv) Email address		

4. Bank details from where the Bank Guarantee for Bid Security has been issued:

- a) Name and address of the Bank:
- b) Name of the contact Person
- c) Phone number/ Mobile
- d) Fax Number
- e) Email address

5. Name & full address of the Manufacturer<sup>5</sup> of the Goods offered in the bid:

a) Name:

b) Address:

c) Telephone & Fax No

Office/Works

6. Location of the manufacturing Facility/factory.

7. Nature of Business(Brief description)

**Signature and seal of the Bidder**

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<sup>5</sup> Where bidder is not the manufacturer



**6.8 Financial Strength of the Bidder/Manufacturer**  
**FORM-B8**

**Certificate on Financial Strength**  
*(On the letterhead of Chartered Accountant/Statutory Auditor)*

We/I have verified the Audited Financial Statement of Accounts and other documents of..... having registered office at ..... pertaining to the minimum average annual financial turnover of the bidder during the last three years, ending on 31<sup>st</sup> March of the previous financial year. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.. Based on our verification of the aforesaid statements and records, we certify that the following details are true to the best of our information and according to the explanation given to us.

*(Amount in INR Lakhs)*

Financial Information	Financial Year			Average
	Audited	Audited	Audited	
Total Annual Turnover from similar Business				
Profit Before Tax				
Profit After Tax				
Networth				

I/We also certify that the Bidder is in similar business for more than three years as on due date of submission of bid.

Date:  
 CA firm  
 Place:

Signature and seal of the

**UDIN** : .....

Note: *Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid..*

**6.9. Power of Attorney for Signing of Bid**  
**FORM-B9**

**Format for Power of Attorney for Signing of Application**  
*(On a Stamp Paper of Rs 100/-)*

## Power of Attorney

We, .....[*name and address of the registered office*] do hereby constitute, appoint and authorize Mr. / Ms. ....(*name and residential address*) who is presently employed with us and holding the position of .....as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to the Tender for supply of [insert brief description of the goods] including signing and submission of all documents and providing information to the Client (i.e. [*insert name of the TIA*]) and its officials or representatives, representing us in all matters before Client, and generally dealing with Client in all matters in connection with our bid response.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us. Dated this the \_\_\_\_\_ day of \_\_\_\_\_200\_

For \_\_\_\_\_

(Name, Designation and Address)

Accepted

\_\_\_\_\_(Signature)  
(Name, Title and Address of the Attorney)

Date: \_\_\_\_\_

### Note:

- i. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, as laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- ii. *In case an authorized Director or key officials of the Applicant signs the Application, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.*
- iii. *In case the Application is executed outside India, the Applicant must get necessary authorization from the Consulate of India. The Applicant shall be required to pay the necessary registration fees at the office of Inspector General of Stamps.*

## 6.10. Undertaking by the Bidder

FORM-B10

### Affidavit

(To be submitted on non-judicial stamp paper of minimum Rs 50/- duly certified by

*Notary)*

We, M/s. .... (the Bidder), (the names and addresses of the registered office) hereby certify and confirm that:

- (i) We or any of our promoter(s) / director(s) / partner(s) are not blacklisted or otherwise disqualified pursuant to any debarment proceedings by any Central or State Government, Local Government or Public Sector Undertaking in India from participating in any bidding process, either individually or as member of a consortium as on the \_\_\_\_\_ (Date of Signing of Bidder).
- (ii) We are not insolvent, in receivership, bankrupt, being wound up, having our affairs administered by a court or a judicial officer, having our business activities suspended or subject of legal proceedings for any of the foregoing reason;
- (iii) We or any of our promoter(s), director(s), partner(s) and officers are not convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of *three years* preceding the commencement of the procurement process.
- (iv) There is no conflict of interest in submitting this Bid.
- (v) We shall abide by the clauses/ conditions of Bidding Documents issued by the TIA and any amendment made there after.

We further confirm that, we are aware of the fact that, our Bid submitted in response of the Tender Ref. No. [*insert number & date*] for supply of [*insert the name of the Goods/subject matter of the Tender*], would be liable for rejection in case any material misrepresentation is made or discovered at any stage of Bid evaluation or thereafter during the agreement period.

Dated this ..... Day of ....., 20.....

Name of the Bidder

.....

Signature of the Authorized Person

.....

Name of the Authorized Person

## **6.11 Checklist of Documents Submitted along with the Bid**

**FORM-11B**

### **CHECKLIST**

S.No	Description of the Document	Page		Remarks
		From	To	
1				
2				
3				
4				
5				
6				
7				

## SECTION-VII

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### 7. General Conditions of Contract

#### 7.1 Definitions

The following words and expressions shall have the meanings hereby assigned to them:

- (a) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
- (c) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (d) "Day" means calendar day.
- (e) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) "GCC" means the General Conditions of Contract.
- (g) Goods, as defined in the Assam Public Procurement Act, 2017 and related Procurement Rules, may include all articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of goods of the value of services or works or both does not exceed that of the goods themselves.
- (h) "Purchaser" means the entity purchasing the Goods, **as specified in the SCC.**
- (i) "SCC" means the Special Conditions of Contract.
- (j) "Subcontractor" means any person, private or government entity, or a

combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

- (k) "Supplier" means the person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (l) "The Project Site," where applicable, means **the place named in the SCC.**
- (m) "TIA" means the Tender Inviting Authority

## **7.2 Contract Documents**

7.2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

## **7.3 Code of Integrity**

7.3.1 The TIA and all its officers or employees, whether involved in the procurement process or other wise, or Bidders and their representatives or consultants or service providers participating in a procurement process or other persons involved, directly or indirectly in any way in a procurement process shall maintain an unimpeachable standard of integrity.

7.3.2 Govt. of Assam prescribes to the TIA and Bidders to uphold the Code of Integrity, which prohibits their officers or employees or a person participating in a procurement process the following:

- (i) any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
- (ii) any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (iii) any collusion, bid rigging or anti-competitive behaviour to impair the transparency ,fairness and progress of the procurement process;
- (iv) improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
- (v) any financial or business transactions between the bidder and any officer or employee of the procuring entity, who are directly or indirectly related to tender or execution process of contract;
- (vi) any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (vii) any obstruction of any investigation or audit of a procurement process;
- (viii) making false declaration or providing false information for participation in –

- a) tender process or to secure a contract;
- b) disclosure of Conflict of Interest;
- c) disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other Procuring Entity

7.3.3 In case of any breach of the Code of Integrity by a bidder or a prospective bidder, as the case may be, the Purchaser after giving a reasonable opportunity of being heard, may take appropriate measures including:

- (i) calling off of pre-contract negotiations and forfeiture or encashment of bid security;
- (ii) forfeiture or encashment of any other security or bond relating to procurement;
- (iii) recovery of payments made by the Purchaser along with interest thereon at bank rate;
- (iv) cancellation of the relevant contract and recovery of compensation for loss incurred by the Authority/Purchaser;
- (v) debarment of the bidder from participation in any future procurements from any of any Procuring Entity for a period not exceeding three years
- (vi) exclusion of the bidder from the procurement process;

## 7.4. Interpretation

7.4.1 If the context so requires it, singular means plural and viceversa.

### 7.4.2 Incoterms

- (i) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.
- (ii) The term DDP and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms **as specified in the SCC** and published by the International Chamber of Commerce in Paris, France.

### 7.4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect there to made prior to the date



of Contract.

#### 7.4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

#### 7.4.5 Non-waiver

- (i) Subject to GCC Sub-Clause 4.5(ii) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (ii) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

#### 7.4.6 Severability

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

### 7.5 Language

7.5.1 Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by a self-certified accurate translation of the relevant passages in English language, in which case, for purposes of interpretation of the Contract, this translation shall govern.

7.5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

### 7.6. Joint Venture or Consortium

7.6.1. If the Supplier is a joint venture, or consortium, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture or consortium. The composition or the constitution of the joint venture or, consortium,

shall not be altered without the prior consent of the Purchaser.

### **7.7. Eligibility**

7.7.1 The Supplier and its Subcontractors shall have the nationality of any country with which India has not banned trade relations.

7.7.2 All Goods to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term “origin” used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied

### **7.8. Notice**

7.8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the **address specified in the SCC**. The term “in writing” means communicated in written form with proof of receipt.

7.8.2 A notice shall be effective from the date of delivery or on the notice’s effective date, whichever is later. In case of electronic mode of communication, a notice shall be effective from the time of sending of the electronic communication.

### **7.9. Governing Law**

### **7.10. Settlement of Dispute**

7.10.1 The Purchaser and the Supplier shall make every effort to resolve amicably any disagreement or dispute arising between them under or in connection with the Contract.

7.10.2 Dispute Redress mechanism/ Committees: 2-tier (Procuring entity level headed by the Director, State Redress Committee).

7.10.3 If, the dispute is not settled through dispute settlement mechanism and if after sixty (60) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration wherever applicable, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC**.

7.10.4 Notwithstanding any reference to arbitration herein,

- (i) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (ii) the Purchaser/ Authority shall not be required to pay the Supplier any monies to the Supplier in respect of the matter related to the arbitration unless otherwise agreed.

### **7.11. Inspection and Audit by Govt. of Assam**

7.11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.

7.11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Govt. of Assam and/or persons appointed by the Govt. of Assam to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Govt. of Assam, if requested. The Supplier's and its Sub contractors and consultants' attention is drawn to Clause 2.3 [Code of Integrity], which provides, inter alia, that acts intended to materially impede the exercise of the Govt. of Assam's inspection and audit rights provided for under this Sub-Clause 2.11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Govt. of Assam's prevailing sanctions procedures)

### **7.12. Scope of Supply**

7.12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

### **7.13. Delivery & Document**

7.13.1 Subject to GCC Sub-Clause 7.33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the "Schedule of Requirements". The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC**.

### **7.14. Supplier's Responsibility**

7.14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 7.12, and the Delivery and Completion Schedule, as per GCC Clause 7.13.

### **7.15. Contract Price**

7.15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid (remain firm), with the exception of any price adjustments authorized in the **SCC**.

#### **7.16. Terms of Payment**

7.16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC**.

7.16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and related services performed, and by the documents submitted pursuant to GCC Clause13 and upon fulfillment of all other obligations stipulated in the Contract.

7.16.3 Payments shall be made by the Purchaser, after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it subject to the defect liability as specified in the SCC.

7.16.4 The payments shall be made to the Supplier under this Contract in Indian Rupees only.

#### **7.17. Taxes & Duties**

7.17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

#### **7.18. Performance Security**

7.18.1 If required as specified in the SCC, the Supplier shall, within **twenty-eight (28) days** of the notification of contract award or before signing the contract, whichever is earlier, provide a performance security for the performance of the Contract of the amount specified in the **SCC**.

7.18.2 The proceeds of the Performance Security shall be payable to the Purchaser/Authority as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

7.18.3 The Performance Security, if required, shall be denominated in Indian Rupees and shall be in one of the formats stipulated by the Purchaser/Authority in the **SCC**.

7.18.4 The Performance Security shall be discharged by the Purchaser/Authority and returned to the Supplier not later than thirty(30) days following the date of

Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC**.

## **7.19 Copyright**

7.19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser/ Authority directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party

## **7.20 Patent Indemnity**

7.20.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 7.20.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

7.20.2 The installation of the Goods by the Supplier or the use of the Goods at the Purchaser's Site; and the sale in any country of the products produced by the Goods. Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

7.20.3 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 7.20.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

7.20.4 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

7.20.5 The Purchaser/Authority shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

7.20.6 The Purchaser/Authority shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

## **7.21 Confidential Information**

7.21.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Sub contractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 7.20.

7.21.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

7.21.3 The obligation of a party under GCC Sub-Clauses 7.21.1 and 7.21.2 above, however, shall not apply to information that:

- (i) the Purchaser or Supplier need to share with the such institution(s) participating in the financing of the Contract;
- (ii) now or hereafter enters the public domain through no fault of that party;
- (iii) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (iv) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

7.21.4 The above provisions of GCC Clause 7.21 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

7.21.5 The provisions of GCC Clause 7.21 shall survive completion or termination for whatever reason, of the Contract.

## **7.22 Subcontracting**

7.22.1 The Supplier shall notify the Purchaser in writing of all sub contracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

7.22.2 Subcontracts shall comply with the provisions of GCC Clauses 7.3 and 7.7.

## **7.23 Specifications & Standards**

7.23.1 Technical Specifications & Drawings:

- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in "Section VI, Schedule of Requirements" and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the TIA and shall be treated in accordance with GCC Clause 7.33.

## **7.24. Packaging & Documents**

7.24.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

7.24.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC**, and

in any other instructions ordered by the Purchaser.

## **7.25 Insurance**

7.25.1 Unless otherwise specified in the **SCC**, the Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC**.

## **7.26 Transportation and incidental Service**

7.26.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

7.26.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in SCC**:

- (i) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (ii) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (iii) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

7.26.3 performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and training of 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.

7.26.4 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services

## **7.27 Inspection & Testing**

7.27.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods as are specified in the **SCC**.

7.27.2 The inspections and tests may be conducted on the premises of the Supplier or its Sub contractor, at point of delivery, and/ or at the Goods' final destination, or in another place in India as specified in the **SCC**. Subject to GCC Sub-Clause 7.27.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable



facilities and assistance including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

7.27.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 7.27.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

7.27.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/ or inspection.

7.27.5 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

7.27.6 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/ or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/ or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 7.27.4.

7.27.7 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 7.27.5, shall release the Supplier from any warranties or other obligations under the Contract.

## **7.28 Liquidated Damages**

7.28.1 Except as provided under GCC Clause 7.32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the related services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the **SCC**. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 7.35

## **7.29 Warranty**

- 7.29.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 7.29.2 Subject to GCC Sub-Clause 7.23.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the state.
- 7.29.3 Unless otherwise specified in the **SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof, as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC**.
- 7.29.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 7.29.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 7.29.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC**, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

## **7.30 Limitation of Liability**

- 7.30.1 Except in cases of criminal negligence or willful misconduct, the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

## **7.31 Change in Laws & Regulations**

- 7.31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent

authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 7.15.

### **7.32 Force Majeure**

7.32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

7.32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

7.32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition 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 is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### **7.33 Change of Order & Contract Amendment**

7.33.1 The Purchaser (i.e. Authority) may at any time order the Supplier through notice in accordance to GCC Clause 7.8, to make changes within the general scope of the Contract in any one or more of the following:

- (i) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (ii) the method of shipment or packing;
- (iii) the place of delivery; and
- (iv) the related services to be provided by the Supplier.

7.33.2 If any such change causes an increase or decrease in the cost of, or the time required for the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be

amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

7.33.3 Prices to be charged by the Supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

7.33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

#### **7.34. Extension of Time**

7.34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of related services pursuant to GCC Clause 7.14, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

7.34.2 Except in case of Force Majeure, as provided under GCC Clause 7.32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 7.28, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 7.34.1.

#### **7.35. Termination**

##### **7.35.1 Termination for Default**

(a) The Purchaser (i.e., The Authority), without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

- i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 7.34;
- ii) if the Supplier fails to perform any other obligation under the Contract; or
- iii) if the Supplier, in the judgment of the Purchaser has engaged in breach of Code of Integrity, as defined in GCC Clause 7.3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant

to GCC Clause 7.35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods procured by the Purchaser. However, the Supplier shall continue performance of the Contract to the extent not terminated.

#### 7.35.2 Termination for Insolvency.

The Purchaser (i.e., The Authority) may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

#### 7.35.3 Termination for Convenience.

- a) The Purchaser (i.e., The Authority), by 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 termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- b) The Goods that are complete and ready for shipment within twenty-eight(28) 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:
  - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
  - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

### **7.36. Assignment**

7.36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

## SECTION VIII

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### 8 Special Conditions of Contract<sup>6</sup>

GCC Clause	Particulars
GCC 7.1.1(h)	The Purchaser is:_____
GCC 7.1.1 (l)	The Project Site(s)/Final Destination(s) is <b>Specified in Schedule of Requirement.</b>
GCC 7.4.2 (ii)	The version edition of Incoterms shall be <i>2010</i>
GCC 7.8.1	For <b>notices</b> , the Purchaser's address shall be:  _____  For <b>notices</b> , the Supplier's address shall be:

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<sup>6</sup>Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC).Whenever there is a conflict, the provisions herein shall prevail over those in the GCC

<b>GCC 7.10.3</b>	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 7.10.3 shall be as follows:</p> <p>i) In case of Dispute or difference arising between the Purchaser and a supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act,1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act 1996.</p> <p>ii) If one of the parties fails to appoint its arbitrator in pursuance of subclause (a) above, within 30days after receipt of the notice of the appointment of its arbitrator by the other party, then the appointment of the Arbitrator shall be made in accordance with the provisions of the Arbitration and Conciliation Act1996.</p> <p>iii) The venue of Arbitration shall be Guwahati and the language of the arbitration proceedings and that of all councils and communications between the parties shall be English.</p> <p>iv) The decision of the majority of arbitrators shall be final and binding upon parties. The cost and expenses of Arbitration proceedings will be paid as</p>
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	<p>Determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.</p> <p>v) The provisions of the Arbitration and Conciliation Act of 1996 along with the Rules here with and any statutory modification or reenactment thereof shall apply to arbitration proceedings.</p> <p>vi) If a dispute under the Supplier Contract raises the same issues as those in respect of a related dispute with another supplier contract, the Purchaser will have the option of having the arbitration proceedings joined.</p>
<p><b>GCC 7.12 (additional clause 12.2)</b></p>	<p>Add as a new Clause 7.12.2 of the GCC</p> <p><i>[ in case annual maintenance services are required post warranty, add these clauses with modifications as appropriate]</i></p> <p>The supplier will provide_____years warranty that will include Comprehensive Annual maintenance (Contract) including all spare parts and repair <i>[insert as required]</i></p> <p>The supplier shall visit each site atleast twice a year for preventive maintenance of equipment. During such visits, shall provide operational training to concerned staff on use of equipment. The Schedule of such visits should be shared with consignee in advance. The manufacturer should be able to provide service of equipment across the State within 24 hours after receipt of breakdown report for the metro location and within 3 days for the non-metro located instruments, failing which a penalty as stipulated below will apply</p> <p>During the Warranty period in case of non-compliance of the above, liquidated damages at the rate of 0.075% of the Contract Price per non-functional unit per day, beyond timeline given above (for metro and non-metro located instruments) shall be imposed and equivalent amount shall be deducted from the performance security</p>



<p><b>GCC 7.13.1</b></p>	<p>Details of Documents to be furnished by the Supplier are:</p> <ul style="list-style-type: none"> <li>(i) One original and two copies of the supplier’s commercial invoice in name of Purchaser, indicating the Contract number, Goods description, quantity, unit price, and total amount being claimed. Invoices must be signed in original and stamped, or sealed with the company stamp/seal;</li> <li>(ii) Two copies of the packing list identifying contents of each package</li> <li>(iii) One original of the manufacturer’s Warranty Certificate covering all items supplied;</li> <li>(iv) Original and two copies of Certificate of Inspection furnished to supplier by the nominated agency (where inspection is required);</li> </ul>
	<ul style="list-style-type: none"> <li>(v) Original and two copies of Internal Test Analysis Report of the Manufacturer for the items offered (Where TAR Required)</li> <li>(vi) Original of supplier’s Certificate of Origin covering all items supplied;</li> <li>(vii) Any other/additional procurement-specific documents required for delivery/payment purposes showing delivery up to final destination.</li> </ul>
<p><b>GCC 7.15.1</b></p>	<p>The prices charged for the Goods supplied and the related Services performed shall be fixed during the performance of the contract.</p>
<p><b>GCC 7.16.1</b></p>	<p>The payment under this Contract shall be released by the Purchaser after due scrutiny, verification of documents submitted by supplier. Payment shall be made by Electronic clearing systems (ECS) to the Supplier’s nominated bank account. The method and conditions of payment to be made to the Supplier shall be as follows:</p> <p><i>[the clauses below are suggestive; the purchaser may modify as appropriate]</i></p> <ul style="list-style-type: none"> <li>(a) <b>On Delivery:</b> Eighty (80) percent of the Contract Price of the Goods delivered to the consignee shall be paid within sixty (60) days of submission of documents specified in SCC Clause 7.13 above and Consignee Receipt Certificate</li> <li>(b) <b>On Successful, Installation, Commissioning and Testing of equipment:</b> Twenty(20) percent of the Contract Price of Goods received shall be paid within sixty (60) days of receipt of Final Acceptance Certificate issued by the consignee.</li> </ul>

<b>GCC 7.18.1</b>	<p>Within 28 days after the Supplier's receipt of Notification of Award, the Supplier shall furnish Performance Security to the Purchaser for an amount of 10% <i>[insert as appropriate]</i> of the contract value, valid up to 90 days after the date of completion of performance obligations including warranty obligations.</p> <p>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of <b>12 months</b> and the Performance Bank Guarantee for proportionate value shall be extended 90 days over and above the extended warrant period.</p>
<b>GCC 7.18.3</b>	<p>The performance security shall be in the form of a bank guarantee and the named beneficiary shall be _____ <b>[name of purchaser]</b>. The bank guarantee shall be issued by a Scheduled Bank in India and in the format provided in the Bidding Documents.</p>
<b>GCC 7.18.4</b>	<p>The Performance Security will be discharged and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligation, under the contract.</p>
<b>GCC 7.24.2</b>	<p>The packing, marking and documentation within and outside the packages shall be</p> <p><u>Packing Instructions:</u> The Supplier will be required to make separate packages for each Consignee. Each package will be marked with proper paint/indelible ink with the following: <i>[insert as required]</i></p>
<b>GCC 7.25.1</b>	<p>The insurance shall be in an amount equal to 110 percent of the CIP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including war risks and strikes showing purchaser as Beneficiary.</p>
<b>GCC 7.26.1</b>	<p>The Supplier is required under the Contract to transport the Goods to the specified place of final destination. Transportation to such place of destination, including unloading, insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs are included in the Contract Price..</p>
<b>GCC 7.26.2</b>	<p>Incidental services to be provided are: As per Section – V Schedule of Requirement – List of Related Services</p>
<b>GCC 7.27.1</b>	<p>The Supplier shall conduct tests to confirm that the goods supplied are as per specification and enclose the test and inspection certificate along with supply.</p>

<b>GCC 7.27.2</b>	The Purchaser or his representative may conduct the Inspections of the facility any time before the award of contract and also conduct Inspection for the Goods any time before or after the dispatch of Goods. Unless the Goods supplied according to the Schedule of Requirements is satisfactorily installed and training on use of the equipment is provided, the Consignee will not issue the Final Acceptance Certificate.
<b>GCC 7.28.1</b>	Applicable rate shall not exceed one-half percent ( <b>0.5% of ther contract value</b> ) per week or part thereof
<b>GCC 7.28.1</b>	The maximum amount of liquidated damages shall be: <i>10%</i> of the contract value.
<b>GCC 7.29.3</b>	(i) In partial modification of the provisions, the warranty period shall remain valid no less than <b>years</b> from date of satisfactory installation of equipment [ <i>insert no. of years as appropriate</i> ]  For purposes of the Warranty, the place(s) of final destination(s) shall be: The consignees mentioned in the Schedule of Requirement (Section V)
<b>GCC 7.29.5</b>	The manufacturer should be able to provide service of equipment across India within 24 hours (modify period as appropriate) after receipt of breakdown report failing which a stipulated penalty will apply In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of <b>12 months.</b> " [ <i>modify period as appropriate</i> ]

## SECTION – IX

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### 9. Contract Form

#### 9.1 Draft Agreement

##### Agreement

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS AGREEMENT made

the *[ insert: **number** ]* day of *[ insert: **month** ]*, *[ insert: **year** ]*.

BETWEEN

- (1) *[ insert complete name of Purchaser ]*, a *[ insert description of type of legal entity, for example, an agency of the Ministry of      of      the Government of { insert name of Country of Purchaser}, or corporation incorporated under the laws of { insert name of Country of Purchaser } ]* and having its principal place of business at *[ insert address of Purchaser ]* (hereinafter called “the Purchaser”), of the one part, and
- (2) *[ insert name of Supplier]*, a corporation incorporated under the laws of *[ insert: country of Supplier]* and having its principal place of business at *[ insert: address of Supplier ]* (hereinafter called “the Supplier”), of the other part:

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
  - (a) the Letter of Acceptance

- (b) the Letter of Bid
  - (c) the Addenda Nos.\_\_\_\_(if any)
  - (d) Special Conditions of Contract
  - (e) General Conditions of Contract
  - (f) the Specification (including Schedule of Requirements and Technical Specifications)
  - (g) the completed Schedules (including Price Schedule)
  - (h) any other document listed in GCC as forming part of the Contract
3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Union of India on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*

in the capacity of *[ insert title or other appropriate designation ]*

in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*

in the capacity of *[ insert title or other appropriate designation ]*

in the presence of *[ insert identification of official witness*

## 9.2 Letter of Acceptance

### Letter of Acceptance

*[on letterhead paper of the Purchaser/TIA]*

..... **date.** .....

To: *[insert name and address of the Supplier]*

Subject: **Award of Contract**

This is to notify that your Bid dated \_\_\_\_\_ *[insert **date of bid submitted by the bidder]*** for the execution of \_\_\_\_\_ *[insert **brief description of Goods and related services]*** against Bid Invitation Ref.No. \_\_\_\_\_  
\_\_\_\_\_ *(Insert Bid Ref. No.)* is hereby accepted by us for the Contract Amount of Rs. \_\_\_\_\_ *[insert **amount in numbers and words]***, as corrected and modified in accordance with the Instructions to Bidders.

You are requested to furnish the Performance Security in accordance with the Conditions of Contract and sign the contract within 28 days from issue of this letter. The format for Performance Bank Guarantee is given in "Section-IX: Contract Forms" of this Bidding Documents.

Authorized Signature:

.....

Name and Designation of Signatory:

.....

Name of Purchaser:

.....

### 9.3 Bank Guarantee Format for Performance Security

#### Bank Guarantee

*[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]*

**Beneficiary:** *[insert name and Address of Purchaser]*

**Date:** \_ *[Insert date of issue]*

**PERFORMANCE GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that the bid submitted by *[insert name of Supplier]* (herein after called "the Applicant") in response to the Tender *[insert reference no & date]* has been accepted by *[Insert name of the TIA]* (hereinafter called " the Beneficiary")vide *[insert letter No. & Date]* and the Applicant has to enter in to a contract with the Beneficiary, for the supply of \_ *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*),<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the .... Day of ....., 2..., and any demand for payment under it must be received by us at this office indicated above on or before that date.

This Bank guarantee will be verified through the official email id of the bank \_\_\_\_\_.

\_\_\_\_\_  
[signature(s)]

**Note:**

- a) *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance.*
- b) *Insert the date twenty-eight days after the expected completion dates described in GC Clause 7.18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one- time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*
- c) **All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.**