



**MONITORING OF PESTICIDE RESIDUES AT NATIONAL LEVEL PROJECT**  
(Department of Agriculture & Cooperation), Ministry of Agriculture,  
Government of India, New Delhi



International Competitive Bidding

**Bidding Document under Single stage-two Bid System**



**Supply of  
Water Purification Systems and  
Zero Air Generators**

***IFB No. RITES/MSM/MPRNL-2012/01***



Materials System Management Division,  
*RITES Office Complex – 2*  
*Annexe Building, 4<sup>th</sup> Floor, Plot No. 144*  
*Sector-44, Gurgaon – 122 003 (Haryana), INDIA*  
Telephone No.: 91 (11) 25843652/91 (124) 2728408  
Fax No.: 91 (11) 25843652

**Monitoring of Pesticide Residues at National level Project**  
**(Department of Agriculture & Co-operation)**  
**Ministry of Agriculture**  
**Government of India**  
**LBS Building, Pusa Campus, New Delhi**

**Through**



**THE INFRASTRUCTURE PEOPLE**  
**(A Govt. of India Enterprise)**

**INTERNATIONAL COMPETITIVE BIDDING**

**For**

**The supply of Water Purification Systems and Zero Air Generators**

BID REFERENCE	:	<u>RITES/MSM/MPRNL-2012/01</u>
DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT	:	18.03.2013
LAST DATE & TIME FOR SALE OF BIDDING DOCUMENT	:	17.04.2013 upto 1700 hrs. (IST)
LAST DATE AND TIME FOR RECEIPT OF BIDS ON	:	18.04.2013 by 1100 hrs (IST)
TIME AND DATE OF OPENING OF TECHNICAL BIDS ON	:	18.04.2013 at 1130 hrs (IST)
PLACE OF OPENING OF BIDS		MSM Division RITES Ltd., RITES Office Complex – 2 Annexe Building, 4th Floor, Plot No. 144 Sector-44, Gurgaon – 122 003 (Haryana), INDIA Telephone No.: 91 (11) 25843652/91 (124) 2728408 Fax No.: 91 (11) 25843652
ADDRESS FOR COMMUNICATION		General Manager/MSM RITES Ltd., RITES Office Complex – 2 Annexe Building, 4th Floor, Plot No. 144 Sector-44, Gurgaon – 122 003 (Haryana), INDIA Telephone No.: 91 (11) 25843652/91 (124) 2728408 Fax No.: 91 (11) 25843652 Email ID: ritespusa@yahoo.com

**SECTION I: INVITATION FOR BIDS (IFB)**

**SECTION - I: INVITATION FOR BIDS (IFB)**  
**International Competitive Bidding**

**IFB NO. : RITES/MSM/MPRNL-2012/01**

**Date: 18.03.2013**

1. Member Secretary, Monitoring of Pesticide Residues At National Level (Department of Agriculture & Co-operation) Ministry of Agriculture, Government of India through RITES Ltd. (A Govt. of India Enterprise), invites sealed bids under the single stage-two bid system in two envelope (i.e. one sealed envelope for Technical proposal and one sealed envelope for Price proposal) for supply of the following equipments :

Sch. No.	Item Description	Qty. (in Nos.)	Bid security (in Rs.)
I	Water Purification Systems	17	3,00,000
II	Zero Air Generators	17	1,30,000

2. Interested Bidders may obtain further information from and inspect the bidding documents at the office of RITES at the address given below: -  
General Manager/MSM  
RITES Ltd.,  
RITES Office Complex – 2  
Annexe Building, 4th Floor, Plot No. 144  
Sector-44, Gurgaon – 122 003 (Haryana), INDIA  
Telephone No.: 91 (11) 25843652/91 (124) 2728408  
Fax No.: 91 (11) 25843652  
Email ID: ritespusa@yahoo.com
3. A complete set of Bidding Documents in English may be purchased from 18.03.2013 to 17.04.2013 by any interested Bidder on the submission of a written application to the General Manager/MSM and upon payment of a non-refundable fee of Indian Rupees 3000 or US\$ 75 in the form of a Demand Draft/Cashier's Cheque/Certified Cheque in favour of RITES Ltd. payable at New Delhi/Gurgaon. Bidding documents requested by mail will be dispatched by courier on payment of an extra amount of Rupees 750 (for domestic bidders) and US\$ 20 (for overseas bidders). RITES will not be held responsible for postal delay, if any, in the delivery of the document or non-receipt of the same.
4. Technical and Financial bids are to be submitted together but in separate envelopes. All bids must be accompanied by a bid security in the currency of the bid or US Dollar or in Indian Rupees as specified in Section IV – Schedule of Requirements of the Bidding Document and must be delivered to the address given in paragraph 2 above on or before 1100 hrs (IST) on 18.04.2013. The bid security must be enclosed in the envelop containing technical bid
5. The Technical bids will be opened in the presence of the bidders' representatives, who choose to attend in person at the following address at 1130 hrs. (IST) on 18.04.2013:  
RITES Ltd.,  
RITES Office Complex – 2  
Annexe Building, 4th Floor, Plot No. 144  
Sector-44, Gurgaon – 122 003 (Haryana), INDIA  
Telephone No.: 91 (11) 25843652/91 (124) 2728408  
Fax No.: 91 (11) 25843652
6. The bidders may visit RITES website [www.rites.com](http://www.rites.com) for more information and/ or download the bid document. The cost of bid document may be submitted along with the bid before opening.

## **Section II. Instructions to Bidders (ITB)**

**SECTION II. INSTRUCTIONS TO BIDDERS**  
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## **SECTION II. INSTRUCTIONS TO BIDDERS**

### **A. Introduction**

#### **1. General**

- 1.1 RITES Limited on behalf of Monitoring of Pesticide Residues at National Level, Division of Agricultural Chemicals, I.A.R.I., New Delhi (here in after referred to as the purchaser) invites sealed bids under the single stage : two bid system in two envelope (i.e. one sealed envelope for Technical proposal and one sealed envelope for Price proposal) for supply of the following equipments :

<b>Sch. No.</b>	<b>Item Description</b>	<b>Qty. (in Nos.)</b>
I	Water Purification Systems	17
II	Zero Air Generators	17

#### **2. Cost of Bidding**

- 2.1 The Bidder shall bear all costs associated with the preparation and submission of the bid to the purchaser. The Purchaser will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

### **B. The Bidding Documents**

#### **3. Content of Bidding Documents**

- 3.1 The goods required, bidding procedures and contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding Documents include:
- (a) Instruction to Bidders;
  - (b) General Conditions of Contract;
  - (c) Schedule of Requirements;
  - (d) Technical Specifications;
  - (e) Technical proposal submission form, Price proposal submission form and Price Schedules;
  - (f) Bid Security Form;
  - (g) Contract Form;
  - (h) Performance Security Form;
  - (i) Performance Statement Form; and
  - (j) Manufacturer's Authorization Form
- 3.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents [in every respect] will be at the Bidder's risk and may result in rejection of bid.

#### **4. Clarification of Bidding Documents**

- 4.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser in writing or by fax or cable (hereinafter the term cable is deemed to include telex and facsimile) at the Purchaser's mailing address given below: -

General Manager/MSM  
RITES Ltd.,  
RITES Office Complex – 2  
Annexe Building, 4th Floor, Plot No. 144  
Sector-44, Gurgaon – 122 003 (Haryana), INDIA  
Telephone No.: 91 (11) 25843652/91 (124) 2728408  
Fax No.: 91 (11) 25843652  
Email ID: ritespusa@yahoo.com

The Purchaser will respond in writing to any request for clarification of the Bidding Documents, which it receives no later than 15 days prior to the deadline for submission of bids prescribed in ITB clause 16.1. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders who have purchased the Bidding Documents.

#### **5. Amendment of Bidding Documents**

- 5.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by amendment.
- 5.2 The amendment will be notified in writing or by fax or E-mail to all prospective Bidders, who have purchased the Bidding Documents and will be binding on them.
- 5.3 In order to afford prospective Bidders reasonable time [in which] to take the amendment into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids.

### **C. Preparation of Bids**

#### **6. Language of Bid**

- 6.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of all the passages in the English language, in which case, for purposes of interpretation of the Bid, the translation shall govern.

#### **7. Documents Constituting the Bid**

- 7.1. The Bid shall comprise two envelopes submitted simultaneously, one containing the Technical Proposal and the other the Price Proposal, enclosed together in an outer single envelope.



- 7.2. Initially, only the Technical Proposals are opened at the address, date and time specified in ITB Sub-Clause 19.1. The Price Proposals remain sealed and are held in custody by the Purchaser. The Technical Proposals are evaluated by the Purchaser. Bids with Technical Proposals which do not conform to the specified requirements will be rejected as deficient Bids.
- 7.3. Price Proposals of technically compliant Bids are opened in public at a date and time advised by the Purchaser. The Price Proposals are evaluated and the Contract is awarded to the Bidder whose Bid has been determined to be the lowest evaluated substantially responsive Bid.
- 7.4. The Technical Proposal shall contain the following :
- (a) Technical Proposal Submission Sheet;
  - (b) Bid Security, in accordance with ITB Clause 12;
  - (c) documentary evidence in accordance with ITB Clause 10 establishing the Bidder's eligibility to bid;
  - (d) documentary evidence in accordance with ITB Clauses 11 and 21, that the Goods and Related Services conform to the Bidding Document;
- 7.5. The Price Proposal shall contain the following :
- (a) Price Proposal submission sheet and the applicable Price Schedules, in accordance with ITB clause 8 & 9
  - (b) Annual Maintenance Charges (AMC) without spares for a period of five years after completion of three years warranty period.
  - (c) Annual Maintenance Charges (AMC) with spares for a period of five years after completion of three years warranty period.
- 7.6. The Bidder shall submit the Technical Proposal and the Price Proposal using the appropriate Submission Sheets furnished in Section VII-Bid Forms, Price Schedules and other Formats. These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 7.7. The Bidder shall submit, as part of the Price Proposal, the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section VII-Bid Forms, Price Schedules and other Formats.

## **8. Bid Prices**

- 8.1
- (a) The bidder can quote for any one or more Schedules, mentioned in the Schedule of Requirement (Section – IV), separately.
  - (b) The Bidder shall indicate on the appropriate Price Schedule attached to these documents the unit prices [wherever applicable] and total Bid Prices of the goods it proposes to supply under the Contract.
- 8.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:
- (a) For goods offered from within the Purchasers country:-

- (i) The price of the goods quoted EXW [ex-factory, ex-showroom, ex-warehouse or off-the-shelf, or delivered as applicable];
  - (ii) Excise Duty paid/payable on the goods to be supplied;
  - (iii) charges for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination, as specified in the Schedule of Requirements (Section-IV);
  - (iv) the price of other (incidental) services; listed in the General Conditions of the contract;
  - (v) any purchaser-country sales and other taxes.
- (b) For Goods manufactured outside the Purchaser's Country, to be imported:
- (i) the price of the Goods, quoted DDP-Consignee Destination, in the Purchaser's Country, as specified in the Schedule of Requirement (Section – IV);
  - (ii) the price of (incidental) services, listed in the General Conditions of Contract;
  - (iii) In addition to the DDP-Consignee Destination prices specified in (b) (i), the price of the Goods to be imported may also be quoted FOB (named port of shipment).

8.2.1 The Purchaser is eligible for concessional Custom Duty/ Exemption as applicable for Educational Research Institute, Govt. of India. Bidders may like to ascertain the availability of the same for which they are solely responsible for obtaining such benefits. In case of failure to receive such benefits for reason whatsoever; the purchaser will not compensate the bidder.

Custom Duty Exemption Certificate, Declaration Forms for Custom Clearance, Authority Letters for Custom Clearance, Project Authority Certificate, etc. would be provided by the Purchaser. Where the bidder has quoted taking into account such benefits, he must give all information required for issue of such certificates in terms of the extant policy of Government of India. No subsequent changes will be permitted in the certificates once they are issued.

8.2.2 Cost of Annual Maintenance Charges (AMC) without spares, for a period of five years after completion of three years warranty period.

8.2.3 Cost of Annual Maintenance Charges (AMC) with spares, for a period of five years after completion of three years warranty period.

8.3 The terms EXW, FOB, CIF, CIP, DDP, etc., shall be governed by the rules prescribed in the current edition of Incoterms published by the International Chamber of Commerce, Paris.

8.4 The Bidder's separation of price components in accordance with ITB Clause 8.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

8.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

## **9. Bid Currencies**

9.1 Prices shall be quoted in the following currencies:-

- (a) For goods and services that the Bidder will supply from within the Purchaser's country, the prices shall be quoted in the Indian Rupees.
- (b) For goods and services that the Bidder will supply from outside the Purchaser's country, the prices shall be quoted in any one of the easily convertible foreign currency.

9.2 Agents and service facilities in India:

- (a) If a foreign bidder has engaged an Indian agent, he will be required to give the following details in the offer;
  - (i) The name and address of the local agent;
  - (ii) What service the agent renders; and
  - (iii) The fixed amount of remuneration for the agent included in the offer.
- (b) The agency commission shall be indicated in the space provided for in the price schedule and will be paid to the bidder's agent in India in Indian Rupees using the Telegraphic Transfer buying market rate of exchange ruling on the date of award of contract notified by Axis Bank Ltd. and shall not be subject to any further exchange variation.

## **10. Documents Establishing Bidder's Eligibility and Qualifications.**

10.1 Pursuant to ITB Clause 7, the Bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

10.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted shall establish to the Purchaser's satisfaction.

- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder does not manufacture or otherwise produce, the Bidder has been duly authorized as per the authorization form in Section VII by the goods' manufacturer or producer to supply the goods in the Purchaser's country.
- (b) that the Bidder has the financial, technical, and production capability necessary to perform the Contract
- (c) that, in the case of a Bidder not doing business within the Purchaser's country, the bidder is or will be (if awarded the contract) represented by an agent in that country equipped and able to carry out the supplier's maintenance/servicing, repair and spare-parts stocking obligations prescribed by the conditions of contract and/or technical specifications.
- (d) that the bidder meets the qualification criteria listed in the section VI.

- (e) Either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender
- (f) If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product

**11. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document**

- (a) To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Technical Proposal the documentary evidence specified in Section VI, Schedule of Supply.
- (b) The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of Section VI, Schedule of Supply.
- (c) Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Supply, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Supply.

**12. Bid Security**

- 12.1 Pursuant to ITB Clause 7, the Bidder shall furnish, as part of its bid, bid security equivalent of rupees as indicated in the schedule of requirements.
- 12.2 The bid security is required to protect the Purchaser against risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 12.7.
- 12.3 The bid security shall be denominated in the currency of the bid or in US dollar or Indian Rupees and shall:
  - (a) at the bidder's option, be in the form of either a certified cheque, a demand draft, or a bank guarantee from nationalized/Scheduled Bank in favour of "RITES LIMITED, payable at Gurgaon" located in India or abroad. The Bank Guarantee issued by the foreign Banks must be confirmed by a scheduled Commercial Indian Bank or a foreign Bank operating in India, approved by Reserve Bank of India, acceptable to the Purchaser;
  - (b) be substantially in accordance with the form of bid security (Bank Guarantee) included in Section IV or other form approved by the Purchaser prior to bid submission;
  - (c) be payable promptly upon written demand by the Purchaser in case any of the conditions listed in ITB Clause 12.7 are invoked;
  - (d) be submitted in its original form; copies will not be accepted; and

- (e) remain valid for a period of 45 days beyond the original validity period of bids, or beyond any period of extension subsequently requested under ITB Clause 13.2.

12.4 Any bid not secured in accordance with ITB Clause 12.1 and 12.3 above shall be rejected by the Purchaser as non-responsive, pursuant to ITB Clause 23.

12.5 Unsuccessful Bidder's bid securities will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the purchaser, pursuant to ITB Clause 13.

12.6 The successful Bidder's bid security will be discharged upon the Bidders executing the Contract, pursuant to ITB Clause 33, and furnishing the performance security, pursuant to ITB Clause 34.

12.7 The bid security may be forfeited:

(a) if a Bidder:

- (i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- (ii) does not accept the correction of errors pursuant to ITB Clause 22.3; or

(b) in case of a successful Bidder, if the Bidder fails:

- (i) to sign the Contract in accordance with ITB Clause 33; or
- (ii) to furnish performance security in accordance with ITB Clause 34.

### **13. Period of Validity of Bids**

13.1 Bids shall remain valid for the period of 120 days after the date of bid submission prescribed by the Purchaser, pursuant to ITB Clause 16.

13.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or telex or fax). The bid security provided under ITB Clause 12 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify his bid.

### **14. Format & signing of Bids**

14.1 The Bidder shall prepare one original of the Technical Proposal and one original of the Price Proposal as described in ITB Clause 7 and clearly mark each "ORIGINAL - TECHNICAL PROPOSAL" and "ORIGINAL - PRICE PROPOSAL". In addition, the Bidder shall submit one additional copy each of the Technical Proposal and the Price Proposal, and clearly mark them "COPY - TECHNICAL PROPOSAL" and "COPY - PRICE PROPOSAL". In the event of any discrepancy between the original and the copies, the original shall prevail.

- 14.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation (Power of Attorney) and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for unamended printed literature, shall be signed or initialled by the person signing the Bid.
- 14.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.

#### **D. Submission of Bids**

##### **15. Sealing and Marking of Bids**

The Bidder shall *enclose the original of the Technical Proposal, the original of the Price Proposal, and copy of the Technical Proposal and copy of the Price Proposal, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL - TECHNICAL PROPOSAL”, “ORIGINAL - PRICE PROPOSAL” and “COPY - TECHNICAL PROPOSAL” and “COPY - PRICE PROPOSAL”, as appropriate. These envelopes containing the original and the copies shall then be enclosed in one single envelope.*

- 15.1 The inner and outer envelopes shall be:
- (a) addressed to the Purchaser at the address below  
General Manager/MSM  
RITES Ltd.,  
RITES Office Complex – 2  
Annexe Building, 4th Floor, Plot No. 144  
Sector-44, Gurgaon – 122 003 (Haryana), INDIA  
Telephone No.: 91 (11) 25843652/91 (124) 2728408  
Fax No.: 91 (11) 25843652
  - (b) The sealed and signed inner and outer envelopes shall bear the following identification marks:  
IFB Number: \_\_\_\_\_  
Schedule Number: \_\_\_\_\_  
Name of the Goods/Equipment: \_\_\_\_\_  
Bid type :     Technical Bid or Price proposal  
Time & Date of Submission of Bids: \_\_\_\_\_
- 15.2 The inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".
- 15.3 If the outer envelope is not sealed and marked as required by ITB Clause .15.1 & 15.2, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.

**16. Deadline for Submission of Bids**

- 16.1 Bids must be received by the Purchaser at the address specified under ITB Clause 15.1 (a) no later than 18.04.2013 by 1100 hrs (IST). In the event of the specified date for the submission of bids, being declared a holiday for the Purchaser, the bids will be received up to the appointed time on the next working day.
- 16.2 The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents in accordance with ITB Clause 5, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

**17. Late Bids**

- 17.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, pursuant to ITB Clause 16, shall be rejected and/or returned unopened to the Bidder.

**18. Modification and Withdrawal of Bids**

- 18.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by the Purchaser prior to the deadline prescribed for submission of bids duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney).
- 18.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITB Clause 15. A withdrawal notice may also be sent by cable or fax but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.
- 18.3 No bid shall be modified subsequent to the deadline for submission of bids.
- 18.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to ITB Clause 12.7.

**E. Bid Opening and Evaluation**

**19. Opening of Bids by Purchaser**

- 19.1 The Purchaser will open the Technical proposal of all the bidders in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified below. The bidders' representatives who are present shall sign a register evidencing their attendance.

Time: 1130 hrs. (IST)  
Date: 18.04.2013  
Place: MSM Division  
RITES Ltd.,  
RITES Office Complex – 2

Annexe Building, 4th Floor, Plot No. 144  
Sector-44, Gurgaon – 122 003 (Haryana), INDIA  
Telephone No.: 91 (11) 25843652/91 (124) 2728408, Fax No.: 91 (11) 25843652

“In the event of the specified date of the bid opening being declared a holiday for the Purchaser, the bids shall be opened at the appointed time and location on the next working day.”

- 19.2 The Price Proposals will remain unopened and will be held in custody of the Purchaser until the time of opening of the Price Proposals. The date, time, and location of the opening of Price Proposals will be advised in writing by the Purchaser.
- 19.3 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 Bidder. No Bid shall be withdrawn unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out and recorded at bid opening.
- 19.4 Next, outer envelopes marked “MODIFICATION” shall be opened. No Technical Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Proposals. Only the Technical Proposals, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Price Proposals, both Original as well as Modification, will remain unopened in accordance with ITB Sub-Clause 19.2.
- 19.5 All other envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded
  - (i) the name of the Bidder;
  - (ii) whether there is a modification;
  - (iii) the presence of a Bid Security,
- 19.6 Only Technical Proposals read out and recorded at bid opening shall be considered for evaluation. No Bid shall be rejected at the opening of Technical Proposals except for late bids, in accordance with ITB Sub-Clause 17.1.
- 19.7 The Purchaser shall prepare a record of the opening of Technical Proposals that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, modification, and the presence or absence of a Bid Security.
- 19.8 At the end of the evaluation of the Technical Proposals, the Purchaser will invite bidders who have submitted substantially responsive Technical Proposals and who have been determined as being qualified for award to attend the opening of the Price Proposals. The date, time, and location of the opening of Price Proposals will be advised in writing by the Purchaser. Bidders shall be given reasonable notice of the opening of Price Proposals.
- 19.9 The Purchaser will notify Bidders in writing who have been rejected on the grounds of being substantially non-responsive to the requirements of the Bidding Document and return their Price Proposals unopened.



- 19.10 The Purchaser shall conduct the opening of Price Proposals of all Bidders who submitted substantially responsive Technical Proposals, in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Purchaser. The Bidder's representatives who are present shall be requested to sign an attendance sheet evidencing their attendance.
- 19.11 All envelopes containing Price Proposals shall be opened one at a time and the following read out and recorded :
- (i) the name of the Bidder
  - (ii) whether there is a modification;
  - (iii) Price quoted by the bidder
- 19.12 The Purchaser shall prepare a record of the opening of Price Proposals that shall include, as a minimum, the name of the Bidder, the Bid Price any discounts, etc
- 19.13 Bids (and modifications sent pursuant to ITB Clause 18.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

## **20. Clarification of Bids**

- 20.1 To assist in the examination, evaluation, comparison and post-qualification of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. The Purchaser's request for clarification and the response shall be in writing. 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 Purchaser in the evaluation of the Price Proposals, in accordance with ITB Clause 22.3.

## **21. Responsiveness of Technical Proposal**

- 21.1 The Purchaser's determination of the responsiveness of a Technical Proposal is to be based on the contents of the Technical Proposal itself.
- 21.2 A substantially responsive Technical Proposal is one that conforms to all the terms, conditions, and specifications of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (i) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
  - (ii) limits in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the Contract; or if rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive Technical Proposals.

## **22. Nonconformities, Errors, and Omissions**

- 22.1 Provided that a Technical Proposal is substantially responsive, the Purchaser may waive any non-conformity or omission in the Bid that does not constitute a material deviation.

- 22.2 Provided that a Technical Proposal is substantially responsive, the Purchaser 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 Technical Proposal related to documentation requirements. Such omission shall not be related to any aspect of the Price Proposal of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 22.3 Provided that the Technical Proposal is substantially responsive, the Purchaser will correct arithmetical errors during evaluation of Price Proposals on the following basis:
- (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 Purchaser 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 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 (a) and (b) above.
- 22.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security may be forfeited,

### **23. Preliminary Examination**

- 23.1 The Purchaser shall examine the Technical Proposal to confirm that all documents and technical documentation requested in ITB Sub-Clause 7.4 have been provided, and to determine the completeness of each document submitted.
- 23.2 The Purchaser shall confirm that the following documents and information have been provided in the Technical Proposal. If any of these documents or information is missing, the offer shall be rejected.
- (i) Technical Proposal Submission Sheet in accordance with ITB Sub-Clause 7.6;
  - (ii) Bid Security, and
  - (iii) Manufacturer's Authorization, if applicable.
- 23.3 Likewise, following the opening of Price Proposals, the Purchaser shall examine the Price Proposals to confirm that all documents and financial documentation requested in ITB Sub-Clause 7.5 have been provided, and to determine the completeness of each document submitted.
- 23.4 The Purchaser shall confirm that the following documents and information have been provided in the Price Proposal. If any of these documents or information is missing, the offer shall be rejected.
- (i) Price Proposal Submission Sheet in accordance with ITB Sub-Clause 7.5; and
  - (ii) Price Schedules, in accordance with ITB Clauses 7.5, 8 and 9.

## **24. Examination of Terms and Conditions; Technical Evaluation**

- 24.1 The Purchaser shall examine the Bids to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
- 24.1 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 11, to confirm that all requirements specified in Section V, Schedule of Supply of the Bidding Document have been met without any material deviation or reservation.
- 24.2 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Technical Proposal is not substantially responsive in accordance with ITB Clause 21, it shall reject the Bid.

## **25. Conversion to Single Currency**

To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in foreign currencies in which the bid prices are payable to the local currency of the Purchaser's Country at the bill currency (B.C.) selling market exchange rate notified by the Axis Bank in the Purchaser Country for similar transactions, as on the date of bid opening.

## **26. Evaluation and Comparison of Bids**

- 26.1 The Purchaser shall evaluate and compare the Price Proposals of each Bid for which the Technical Proposal has been determined to be substantially responsive.
- 26.2 To evaluate a Price Proposal, the Purchaser shall only use all the criteria and methodologies defined as below.
- 26.3 To evaluate a Price Proposal, the Purchaser shall consider the following:
- (a) For Foreign Bidders:
    - (i) the Bid Price (DDP-Consignee Destination) including price of incidental services quoted as per ITB 8.2 (b);
    - (ii) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 22.3;
    - (iii) Cost of Annual Maintenance Charges (AMC) with spares for a period of five years after completion of three years warranty period.
  - (b) For Domestic Bidders:
    - (i) the Bid Price (CIP-Consignee Destination) including Excise Duty, Sales Tax, inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination including price of incidental services quoted as per ITB 8.2 (a);
    - (ii) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 22.3;
    - (iii) Cost of Annual Maintenance Charges (AMC) with spares for a period of five years after completion of three years warranty period.

**27. Contacting the Purchaser**

- 27.1 From the time of bid opening to the time of contract award, if any bidder wishes to contact the purchaser on any matter related to the bid, it should do so in writing.
- 27.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award decisions shall result in rejection of the Bidder's bid.

**F. Award of Contract**

**28. Post-qualification**

- 28.1 The Purchaser will determine to its satisfaction whether the Bidder selected as having submitted the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily, in accordance with the criteria listed in ITB clause 10.2.
- 28.2 The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 10.2, as well as such other information as the Purchaser deems necessary and appropriate.
- 28.3 An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

**29. Award Criteria**

Subject to ITB Clause 32, the Purchaser will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

**30. Purchaser's right to vary Quantities at Time of Award**

The Purchaser reserves the right to increase the quantity of goods, originally specified in the Schedule of Requirements, by 30% for each schedule without any change in unit price or other terms and conditions.

**31. Purchaser's right to Accept Any Bid and to Reject Any or All Bids**

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders.

## **32. Notification of Award**

- 32.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by cable or fax to be confirmed in writing by registered letter, that its bid has been accepted.
- 32.2 The Notification of Award (NOA) will constitute the formation of the Contract.
- 32.3 Upon the successful Bidder's furnishing of performance security pursuant to ITB Clause 34, the Purchaser will promptly notify the name of the winning bidder to each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 12.
- 32.4 If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Bidder.

## **33. Signing of Contract**

- 33.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the Bidding Documents, incorporating all agreements between the parties.
- 33.2 Within Twenty One (21) days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the Purchaser.

## **34. Performance Security**

- 34.1 Within Twenty One (21) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the General Conditions of Contract, in the Performance Security Form provided in the Bidding Documents or another form acceptable to the Purchaser.
- 34.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 33.2 or ITB Clause 34.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated bidder or call for new bids.

## **35. Corrupt or Fraudulent Practices**

- 35.1 Bidders should observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, following definitions are relevant:-
- (i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
  - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
  - iii) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

35.2 After the Public Opening of bids, informations relating to the examination, clarification, evaluation and comparison of bids and recommendations concerning to the award of contract shall be confidential and shall not be disclosed to other persons not officially concerned with such process.

**36. Purchase Preference**

As per Govt. of India's Policy from time to time, Purchase Preference as applicable to Indian Central Public Sector Undertaking will be given. Such bidders must submit the letter of extension of the period of the circular issued by the concerned department/ministry along with their bid to avail the same.

**SECTION III: GENERAL CONDITIONS OF CONTRACT (GCC)**

**SECTION III. GENERAL CONDITIONS OF CONTRACT  
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## **SECTION III: GENERAL CONDITIONS OF CONTRACT**

### **1. Definitions**

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) "The Goods" means all the equipment, machinery, and/or other materials, which the Supplier is required to supply to the Purchaser under the Contract;
- (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;
- (e) "GCC" mean the General Conditions of Contract contained in this section;
- (f) Consignee means the person to whom the equipments are required to be delivered and final acceptance certificate to be issue on behalf of Purchaser.
- (g) "The Purchaser" means the Organization purchasing the Goods;
- (h) "The Purchaser's country" is India;
- (i) "The Supplier" means the individual or firm supplying the Goods under this Contract;
- (j) "The Project Site", is as per details given in the schedule of requirements.
- (k) "Day" means calendar day.
- (l) Effective date of contract shall mean the date on which the contract will be signed and issued by the purchaser.
- (m) Government means Government of India.

### **2. Application**

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

### **3. Country of Origin**

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

3.2 The origin of Goods and Services is distinct from the nationality of the Supplier.

### **4. Standards**

4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

## **5. Use of Contract Documents and Information;**

- 5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser/consignee and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

## **6. Patent Rights**

- 6.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in the Purchaser's country.

## **7. Performance Security**

- 7.1 Within twenty one (21) days after the Supplier's receipt of notification of award of the Contract, the Supplier shall furnish performance security to the Purchaser for an amount of 5% of the contract value, valid up to 60 days after the completion of Performance obligations including warranty obligations.
- 7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The Performance Security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the following forms:
  - (a) A Bank guarantee or irrevocable Letter of Credit, issued by a reputable bank located in Purchaser's country or abroad (in case of Bank Guarantee issued by the foreign bank must be confirmed by any commercial bank operating in India) acceptable to the Purchaser, and in the form provided in the Bidding Documents;  
or
  - (b) A cashier's cheque, certified cheque or crossed Demand Draft of Pay Order in favour of 'Member Secretary, Monitoring of Pesticide Residues at National Level, (Dept. of Agriculture and Cooperation, Ministry of Agriculture, Govt. of India), Divn. of Agricultural Chemicals, B-2 Block, I.A.R.I., LBS Building, Pusa Complex, New Delhi – 110 012'. Payable at New Delhi.

- 7.4 The performance security will not be discharged by the purchaser and will not return to the supplier till performance obligations and satisfactory working performance of analytical instruments up to the warranty under the contract.
- 7.5 In the event of any contract amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the contract, as amended for 60 days after the implementation of Performance obligations including warranty obligations.

## **8. Inspections and Tests**

- 8.1 The Supplier shall get goods inspected in manufacturer's works and submit a test certificate and also guarantee/warranty certificate that the equipment conforms to laid down specifications.
- 8.2 The Purchaser or its representative shall inspect and/or test any or all item of the goods to confirm their conformity to the Contract and technical specifications prior to dispatch from the manufacturer's premises. Such inspection and clearance will not prejudice the right of the consignee to inspect and test the equipment or receipt at destination. In the event the manufacturer's premises are outside India, the Purchaser/consignee may waive pre-dispatch inspection.
- 8.3 If the goods fail to meet the laid down specifications, the supplier shall take immediate steps to remedy the deficiency or replace the defective component/ equipment to the satisfaction of the Purchaser/consignee.

## **9. Packing/ Packaging**

- 9.1 The Supplier shall provide such -packing of the Goods as is required to prevent their damage or deterioration during the transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, 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.
- 9.2 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, as specified below:

Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following:

- (i) Project Name; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier's Name; (v) Packing List Reference number (vi) Name & Address of the consignee (vii) Govt. of India Supply – Not For Sale

## **10. Delivery and Documents**

10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in clause 10.3.

10.2 For purposes of the Contract, “EXW”, “FOB”, “FCA”, “CIF”, “CIP”, “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of *Incoterms* published by the International Chamber of Commerce, Paris.

10.3 Documents to be submitted by the Supplier are specified below:

**(a) *For Goods and Services supplied from abroad:***

Upon delivery of the goods to the consignee the supplier shall submit the following documents to the purchaser and the consignee (s):

- (i) One original and two copies of Supplier’s invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Copy of Airway Bill marked freight prepaid;
- (iii) Three Copies of packing list identifying contents of each package;
- (iv) Insurance certificate;
- (v) Manufacturer’s/Supplier’s warranty certificate;
- (vi) Inspection certificate issued by the nominated inspection agency, if any/the Supplier’s factory inspection report;
- (vii) Certificate of origin,
- (viii) Delivery note and acknowledgement of receipt of goods duly sealed and signed by the Consignee.

**(b) *For Goods and Services (including local services related to goods supplied from abroad) supplied from within India:***

Upon delivery of the goods to the consignee the supplier shall submit the following documents to the purchaser and the consignee (s):

- (i) One original and 02 copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount;
- (ii) Lorry Receipt/Railway Receipt
- (iii) 3 copies of packing list identifying contents of each package;
- (iv) Insurance Certificate;
- (v) Manufacturer’s/Supplier’s warranty certificate;
- (vi) Inspection Certificate issued by the nominated inspection agency, if any and
- (vii) Certificate of Origin.
- (viii) Delivery note and acknowledgement of receipt of goods duly sealed and signed by the Consignee;

## **11. Insurance**

11.1 The insurance shall be in an amount equal to 110 percent of the DDP/CIP-Consignee Destination value of the Goods from “Warehouse to warehouse (consignee destination)” on “All Risks” basis including War Risks and Strikes

11.2 As delivery of the Goods is required by the Purchaser on DDP/CIP-Consignee Destination basis, the Supplier shall arrange and pay for insurance.

## **12. Transportation**

12.1 As the Supplier is required under the Contract to deliver the Goods on DDP/CIP-Consignee Destination basis, transport of the Goods to the consignee destination in the Purchaser's country, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

## **13. Incidental Services**

13.1 The incidental services to be provided are as under. The costs shall be included in the contract price

- (a) Performance and start-up of the equipment;
- (b) Furnishing the detailed operation and maintenance manuals for each items of supply at each location;
- (c) Train two operators/users at each location in operating the equipment, to the satisfaction of the client. This would be in addition to the training requirements, if any, mentioned in the Technical Specification (Section – V).
- (d) Furnishing of tools required for assembly and/or maintenance of the supplied goods;

## **14 Spare Parts**

14.1 All services mentioned therein are required. Suppliers shall ensure the availability of spare parts and after sales service.

14.2 Suppliers shall carry sufficient inventories to assure ex-stock supply of all consumables and spares for the Goods. Other spare parts and components shall be supplied as promptly as possible but in any case within three months of placement of order and opening the Letter of Credit.

## **15. Warranty**

15.1 The Supplier shall warrant that the Goods supplied under this Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier shall further warrant that all Goods supplied under this Contract shall have no defect, arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in conditions prevailing in the country of consignee destination.

15.2 The warranty period shall be **thirty six (36) months** from the date of final acceptance of goods by the consignee.

15.3 The Purchaser/consignee shall promptly notify the Supplier in writing of any claims arising under this warranty.

- 15.4 “Upon receipt of such notice, the Supplier shall within one week repair or replace the defective goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods thereafter. 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 **thirty six (36) months.**”

The period for correction of defects in the warranty period is one week days

- 15.5 If the Supplier, having been notified, fails to remedy the defect(s) within one week the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

15.6 Maintenance Service

- a) Free Maintenance Services shall be provided by the supplier during the period of warranty. After warranty period, **Annual Maintenance and Repairs** will be done by the suppliers for next **five years**. The suppliers shall quote for the AMC with and without spares separately for the said period.
- b) The maximum response time for a maintenance complaint from any of the destination specified in the schedule of requirements shall not exceed 24 hours

## 16. Payment

- 16.1 Payment shall be made by the Purchaser in the currency specified in the Contract in the following manner.

**(a) *Payment for Goods and Services supplied from abroad (excluding Annual Maintenance Charges):***

- (i) ***On Delivery:*** Eighty (80) percent of the Contract Price, excluding Agency Commission if any, of the Goods delivered to the consignee shall be paid within sixty (60) days of submission of documents as specified in GCC clause 10.3 (a), and declaration that the amounts shown in the invoice are correct in terms of the contract and that all terms and conditions of the contract have been complied with; by Electronic Clearing system (ECS) to Supplier's nominated bank and
- (ii) ***On Final Acceptance:*** Twenty (20) percent of the Contract Price, excluding Agency Commission if any, of Goods received shall be paid within thirty (30) days of receipt of Goods upon submission of claim supported by the Acceptance Certificate issued by the Purchaser's representative (Consignee) through Electronic Clearing System of Bank.

***Payment of Agency Commission, if any:*** Payment shall be made in Indian Rupees within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted obligations with respect to incidental services (GCC 13) have been performed and acceptance of goods by consignee.

**(b) *Payment for Domestic Goods and services supplied from India (excluding Annual Maintenance Charges):***

- (i) **On Delivery:** 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 as specified in GCC clause 10.3 (b) and declaration that the amounts shown in the invoice are correct in terms of the contract and that all terms and conditions of the contract have been complied with through Electronic Clearing System of Bank and
- (ii) **On Final Acceptance:** the remaining twenty (20) percent of the Contract Price of goods received shall be paid within thirty (30) days of receipt of goods and upon submission of claim supported by the Acceptance Certificate issued by the Purchaser's representative (consignee) through Electronic Clearing System of Bank.

## **16.2 Payment for Annual Maintenance Charges.**

The annual maintenance and repair cost (after warranty period) shall be paid in equal quarterly installments at the end of each quarter within 30 days of receipt of claim at the start of the next quarter, as per completion of warranty/maintenance obligations of the previous quarter, at the rates quoted in the price schedule on receipt of Bank Guarantee for 2.5% of the cost of the equipment (excluding annual maintenance cost) valid for the 62 months from the date of completion of the warranty period (the bank guarantee submitted towards performance guarantee will be released only after receipt of the above).

- 16.3 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the services performed, and by documents submitted pursuant to Clause 10, and upon fulfillment of other obligations stipulated in the contract.
- 16.4 Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after submission of the invoice or claim by the Supplier.
- 16.5 Payment will be made in the currency or currencies in which the payment has been requested in the Supplier's bid.

## **17. Prices**

- 17.1 Prices payable to the Supplier as stated in the Contract shall be firm and not subject to any adjustment during performance of the Contract.

## **18. Modification/Amendment**

- 18.1 The Purchaser may at any time, by written order given to the Supplier pursuant to GCC Clause 31, modify/amend within the general scope of the Contract in any one or more of the following:
  - (a) the method of shipment or packing;
  - (b) the place of delivery; or
  - (c) the services to be provided by the Supplier.

**19. Contract Amendments**

19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the both parties.

**20. Assignment**

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

**21. Subcontracts**

21.1 The sub contract is not allowed as per the terms and specifications laid down for the Analytical Instruments and the bidder himself has to execute the contract of supplying the instruments. Further all the analytical Instruments must have been manufactured by the same Industry/Company, except the Personal computer

21.2 Subcontracts must comply with the provisions of GCC Clause 3.

**22. Delays in the Supplier's Performance**

22.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in its Schedule of Requirements.

22.2 If at any time during the performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of the Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). 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, with or without liquidated damages.

22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

**23. Liquidated Damages**

23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Incidental Services within the time period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, at the rate of 0.5% 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 is 10% of the contract price. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.



## **24. Termination for Default**

24.1 The Purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or part:

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or with any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

‘For the purpose of this clause

“corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the purchaser of the benefits of free and open competition.

24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

## **25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22, 23, 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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

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

**26. Termination for Insolvency**

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

**27. Termination for Convenience**

27.1 The Purchaser, may by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that 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.

**28. Settlement of Disputes**

28.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

28.2 If, after thirty (30) 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, 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.

28.2.1 Any dispute or difference in respect of which a notice of intention to commence arbitration has 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.

28.2.2 The Rules of procedure for arbitrations proceedings shall be as:

- (a) 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 by the Registrar, Indian Council of Alternate Dispute Resolution (I.C.A.D.R.).

- (b) If one of the parties fails to appoint its arbitrator in pursuance of above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Presiding Arbitrator shall be nominated by Registrar, Indian Council of Alternate Dispute Resolution (I.C.A.D.R.) both in cases of the Foreign supplier as well as Indian supplier, shall appoint the arbitrator. A certified copy of the order of the Registrar of the Indian Council of Alternate Dispute Resolution (I.C.A.D.R.), making such an appointment shall be furnished to each of the parties.
- (c) Arbitration proceedings shall be held at Delhi, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as 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.
- (e) Where the value of the contract is upto Rs.10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Registrar, Indian Council of Alternate Dispute Resolution (I.C.A.D.R.), Delhi.

28.3 Notwithstanding any reference to arbitration herein,

- (a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) The purchaser shall pay the Supplier any monies due the Supplier.

## **29. Limitation of Liability**

29.1 Except in case of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6,

- A. the supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential, loss or damage, loss of use, loss of production, or loss of profit or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
- B. 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.

## **30. Governing Language**

30.1 The contract shall be written in the English language. The version of the Contract written in the English language shall govern its interpretation. All correspondence and documents pertaining to the Contract which are exchanged by the parties shall be written in English only.

**31. Applicable Law**

31.1 The Contract shall be interpreted in accordance with the laws of the Union of India.

**32. Notices**

32.1 Any notices given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the purchaser's address specified below:

General Manager/MSM  
RITES Ltd.,  
RITES Office Complex – 2  
Annexe Building, 4th Floor, Plot No. 144  
Sector-44, Gurgaon – 122 003 (Haryana), INDIA

32.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**33 Taxes and Duties**

33.1 A Foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the India as well as within India till the delivery of the contracted goods to the purchaser.

33.2 A Local Supplier shall be entirely responsible for all taxes, duties, and license fees etc., incurred until delivery of the contracted Goods to the Purchaser (consignee).

#### **SECTION IV. SCHEDULE OF REQUIREMENTS**

## SECTION - IV

### SCHEDULE OF REQUIREMENTS

#### I. Schedule-wise Quantity and their bid security

Sch. No.	Item Description	Qty. (in Nos.)	Bid security (in currency of Bid or US\$ or Indian Rupees equivalent to on the date of bid opening)
I	Water Purification Systems	17	INR 3,00,000
II	Zero Air Generators	17	INR 1,30,000

#### II. Schedule wise quantity distribution

Sl. No.	Consignee Destination [Consignee's Name and Addresses, with Telephone/Fax]	Schedule-wise Qty. Distribution	
		I	II
1.	Dr. K.K.Sharma, Network Coordinator, All India Network Project on Pesticide Residues, B-2 Block, Division of Agricultural Chemicals, LBS Building, Indian Agricultural Research Institute, New Delhi – 110012 09868510292 011-25846396 (O) kksaicrp@yahoo.co.in	1	1
2	Dr. Balwinder Singh, Professor and Head, Dept. of Entomology, Punjab Agricultural University, Ludhiana – 141 004 (Punjab) 09814-746-304 (M) balwinder434@rediffmail.com	1	1
3	Dr. P. G. Shah, Residue Analyst, ICAR Unit No.-9, BTRS Building, Anand Agricultural University, Anand – 388 110 (Gujarat) 02692-652-807 (O) 0265-2488-205 (R) 09426-385-411 (M) paresh243@yahoo.co.in	1	1
4	Dr. C.S. Patil, Residue Analyst, Dept. of Entomology, Mahatma Phule Krishi Vidyapeeth, Rahuri- 413 722 (Maharashtra) 02426-243532 (O) 02426-243661 (R) 09922061475 (M) <a href="mailto:cspatils@rediffmail.com">cspatils@rediffmail.com</a> <a href="mailto:prlab.mpkv@rediff.com">prlab.mpkv@rediff.com</a>	1	1
5	Dr. (Mrs.) S. Naseema Beevi, Residue Analyst, Dept. of Entomology, College of Agriculture, Kerala Agricultural University, Vellayani – 695 522 (Kerala) 04712380520 (O) 04712741380(R) 09447470896 <a href="mailto:snb_kau@yahoo.co.in">snb_kau@yahoo.co.in</a>	1	1

Sl. No.	Consignee Destination [Consignee's Name and Addresses, with Telephone/Fax]	Schedule-wise Qty. Distribution	
		I	II
6	Dr. Soudamini Mohapatra, Principal Scientist, Division of Soil Sci. & Agril. Chemistry, IIHR, Hessaraghatta Lake Post, Bangalore – 560 089 (Karnataka) 080-28446649 (O) 09448-226-454 (M) prlbangalore@rediffmail.com	1	1
7	Dr. A.R.K. Pathan, Residue Analyst, Dept. of Entomology, SKRAU, Agricultural Research Station, Durgapura – 302 018, Jaipur (Rajasthan) 0141-2721303 (O) 0141-2175520 (R) 09928-348-095 (M)	1	1
8	Dr. V. Shashi Bhushan, Residue Analyst, Extension Education Institute, (EEI) Premises, Above Quality Control Laboratory, Acharya N.G. Ranga Agricultural University, Rajendranagar, Hyderabad – 500 030 (A.P.) 09849928831 (M) 08885518191 sash_3156@yahoo.co.in	1	1
9	Dr. S. Chandrasekaran, Residue Analyst, Dept. of Agricultural Entomology, Tamil Nadu Agricultural University, Coimbatore – 641 003 (Tamil Nadu) 0422-6611295 (O) 0422-2435160 (R) 09443-061-252 (M) shubaanu@yahoo.co.uk	1	1
10	Dr. R. J. Zende, Western Region Referral Laboratory, Department of Veterinary Public Health, Bombay Veterinary College, Parel, Mumbai – 400 012 09969625744 and 09167423754 <a href="mailto:ravindrazende@gmail.com">ravindrazende@gmail.com</a>	1	1
11	The Deputy Director Regional Plant Quarantine Station , Min. of Agriculture, (Department of Agriculture & Co-operation), Haji Bunder Road, Sewri, Mumbai-400 015 022-23710419 (O) 09892-611-003 (M) 022-23710419 (O) 09892-611-003 (M) <a href="mailto:snehapotdar@indiatimes.com">snehapotdar@indiatimes.com</a>	1	1
12	The Deputy Director Regional Plant Quarantine Station Min. of Agriculture, (Department of Agriculture & Co-operation), G. S. T. Road, Near Trident Hotel, Meenabakkam Chennai – 600 027 044-22331586/22347522 (O) rpqfsc@nic.in	1	1

Sl. No.	Consignee Destination [Consignee's Name and Addresses, with Telephone/Fax]	Schedule-wise Qty. Distribution	
		I	II
13	The Deputy Director National Plant Quarantine Station, Rangpuri, New Delhi - 110 037 011-26899297 (O) 09891-2153-85 Abhichem10@yahoo.co.	1	1
14	Dr. Hemanta Banerjee, Residue Analyst, Professor and Officer-in-charge, AINP on Pesticide Residues, Directorate of Research, Research Complex Building, Kalyani, Nadia-741 235 , West Bengal 09433-395-332 (M) 033-2582-0598 (R) <a href="mailto:hembckv@rediffmail.com">hembckv@rediffmail.com</a>	1	1
15.	Dr. J.K.Dubey Residue Analyst, Dept. of Entomology, Dr. Y.S.P. Univ. of Horticulture & Forestry, Nauni, Solan – 173 230 (H.P.) 01792-252240 (O) 01792-252278 (R) 0941-8164-028 (M) <a href="mailto:idsharmaainp@gmail.com">idsharmaainp@gmail.com</a>	1	1
16	Dr. Siva Perumal Pesticide Residue Laboratory National Institute of Occupational Health P. B. No. 2031, Meghani Nagar Ahmedabad – 380 016 079-22686351 (O) 9904721778 (M) <a href="mailto:Sivaperum2003@yahoo.co.in">Sivaperum2003@yahoo.co.in</a>	1	1
17	Dr. Abhay Ekbote Director, Pesticide Management, N.I.P.H.M, Dept. of Agriculture & Cooperation, MOA, Rajendra Nagar, Hyderabad – 500 030	1	1
<b>TOTAL</b>		<b>17</b>	<b>17</b>

### III. Delivery Schedule & Terms of Delivery:

#### A. For Goods/Equipment

- (i) For Foreign bidders : (a) Within 90 days of date of Notification of Award.  
(b) DDP-Consignee Destination as indicated in para (II) above
- (ii) For Domestic bidders : (a) Within 90 days of date of Notification of award.  
(b) CIP-Consignee Destination as indicated in para (II) above

#### B. For Incidental Services in terms of GCC 13:

Within 30 days after delivery of Goods/Equipments at Consignee Destination.



## **SECTION V. TECHNICAL SPECIFICATIONS**

## **SECTION – V** **TECHNICAL SPECIFICATIONS**

### **NOTE:**

1. **Equipment, materials and workmanship that meet other authoritative standards and which ensure at least substantially equal quality than the standards mentioned below will also be acceptable.**
2. Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested the provisions of the latest current edition or revision of the relevant standards or codes in effect shall apply, unless otherwise expressly stated in the contract. Where such standards or codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

### **WATER PURIFICATION SYSTEM**

- Drinking RO plant of 5L/Hour with at least 100 L tank must be provided.
- The system should be rugged to handle rough water conditions having feed water conductivity 2000 microS/cm or more, Free chlorine- 2 ppm & Fouling Index 10 or more.
- A Pre-filtration unit with 5 micron filter to remove the particulate matter & booster pump for feed pressure should be provided.

#### **I<sup>st</sup> stage system for laboratory applications**

- The unit should have the following purification stages:
- Pre-filter with anti-scaling & activated carbon for the removal of free chlorine & organics.
- Reverse osmosis stage for removal of ionic & inorganic impurities.
- Conductivity cell should be present before RO stage to measure the RO feed conductivity & system should be capable of measuring % of rejection for correct monitoring.
- Advanced self-regenerating electro-deionization module resistant to scaling, with carbon beads on cathode, should be used so that softening cartridge requirement can be avoided for lesser recurring cost.
- Water quality: Flow rate: Minimum 2-3 L/hr, Ions organics removal upto 99%, Resistivity: > 5 Mohm.cm, TOC < 30 ppb.
- Reservoir of 50 litre capacity.
- Water quality display : Resistivity, RO reject & permeate

#### **II<sup>nd</sup> stage system analytical applications.**

- Ultrapure water machine producing water of Resistivity: 18.2 MOhm.cm at 25 °C, Conductivity: 0.055uS/cm, Bacteria: < 0.1cfu/ml, Flow rate: upto 1 liters/min, TOC: < 5 ppb.
- Automatic recirculation feature.
- Dual wavelength UV lamp.
- Volumetric dispensing.
- Point of use dispenser gun
- Water quality display : Resistivity and conductance

Supplier should provide TOC analysis report for IInd stage (ultrapure water system) from NABL accredited third party testing laboratory on 6 monthly basis for the 3 years after the installation.

Also quote extra set of cartridge other than RO as below:

- Activated Carbon cartridge- 02
- Ion exchange- 02
- 0.22 micron filter- 02
- UV Lamp-01

### **ZERO AIR GENERATORS**

- 1) The generator should have inbuilt air purifier which includes cooling coil, micron filters, filters to remove moisture, dust, etc.
- 2) The generator should be Automatic heatless air dryer
- 3) Output Capacity : 14 Litre per minute (LPM) at 4 kg/cm<sup>2</sup>
- 4) The generator should be SS Tank with pressure regulator gauge for inlet and outlet & toggle valve, all SS.
- 5) The generator should have programmable timer facility.
- 6) The generator should be Pressure Swing Adsorption (PSA) base technology
- 7) The generator should have in-built imported silence oil free compressor sound less than 55 dB
- 8) The generator should be inbuilt storage tank of 30 litre capacity.
- 9) The price should consist of all interconnecting piping from generator to the instrument.
- 10) The wall mounted change over panel from cylinder to generator and generator to cylinder.
- 11) The zero air should have
  - Moisture < 2 ppm
  - Total hydro carbon < 0.5 ppm
  - CO & CO<sub>2</sub> < 2 ppm
  - Micro particles < 0.01 micron
- 12) Electrical supply : 230 VAC, single phase 50 Hz
- 13) The manufacturer should be ISO company
- 14) All the pressure gauge should be with NABL calibrate certificate.

**SECTION VI**

**(Referred to in clause 11.2 (d) of ITB**

**QUALIFICATION REQUIREMENTS**

**SECTION VI  
QUALIFICATION REQUIREMENTS**

1. (a) The bidder should be a manufacturer who must have manufactured, tested and supplied cumulatively, in India, the equipment(s) similar to the type specified in the 'Schedule of Requirements' up to at least the quantity indicated in the table furnished below during the last ten (10) years viz. 2003 to 2013. The equipments offered for supply up to the quantity indicated below should have been in successful operation for at least two(02) years as on date of bid opening:-

Sch. No.	Item Description	Qty. (in Nos)
I	Water Purification Systems	100
II	Zero Air Generator	100

- (b) Bids of bidders quoting as authorized representative of a manufacturer, meeting with the above requirements in full, can also be considered, provided:
- (i) the manufacturer furnishes a legally enforceable authorization in the prescribed form, assuming full guarantee and warranty obligations as per GCC, for the goods offered; and
- (ii) the bidder, as authorized representative, has supplied, installed and satisfactorily commissioned and provided after sales service for similar equipment, at least the quantity specified below , cumulatively in India during the last 10 years and which must be in satisfactory operation for at least two (02) year as on the date of bid opening:

Sch. No.	Item Description	Qty. (in Nos)
I	Water Purification Systems	50
II	Zero Air Generator	50

- (iii) The manufacturer whose product is being offered by authorized representative must fulfill the requirement of clause (a) above.
2. The bidder should furnish the information on all past supplies and satisfactory performance in proforma under Section VII, Form 6.
3. All bids submitted shall also include the following information:
- (i) The bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity and experience (both technical and commercial) for the manufacture and supply of the required equipment within the specified time of completion after meeting all their current commitments.
- (ii) The bidder should clearly confirm that all the facilities exist in his factory for inspection and testing and these will be made available to the Purchaser or his representative for inspection
- (iii) **Reports on financial standing of the Bidder such as profit and loss statements, balance sheets and auditor's report for the past three years, bankers certificates, etc.**
- (iv) **Bidders shall invariably furnish documentary evidence (Client's certificate) in support of the satisfactory operation of the equipment as specified above.**

**SECTION VII**

**BID FORM, PRICE SCHEDULES AND OTHER FORMATS**

## **INDEX**

1. Bid Form (Technical Proposal Submission Sheet and Price Proposal Submission Sheet) and Price Schedules
2. Bid Security Form
3. Contract Form
4. Performance Security Form
5. Manufacturer's Authorization Form
6. Performance Statement

# Technical Proposal Submission Sheet

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

ICB No.: \_\_\_\_\_

Invitation for Bid No.: \_\_\_\_\_

To: \_\_\_\_\_

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No.: \_\_\_\_\_
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule as specified in Section IV, Schedule of Requirements, the following Goods and Related Services: \_\_\_\_\_
- (c) Our Bid shall be valid for a period of \_\_\_\_ days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of \_\_\_\_ percent of the Contract Price for the due performance of the Contract;
- (e) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Document;
- (f) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Ministry of Agriculture;
- (g) 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.
- (h) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_



# Price Proposal Submission Sheet

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

ICB No.: \_\_\_\_\_

Invitation for Bid No.: \_\_\_\_\_

To: \_\_\_\_\_

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No.: \_\_\_\_\_
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule as specified in Section IV, Schedule of Requirements, the following Goods and Related Services: \_\_\_\_\_
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is: \_\_\_\_\_
- (d) The discounts offered and the methodology for their application are: \_\_\_\_\_
- (e) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount
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(If none has been paid or is to be paid, indicate "none.")

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

**PRICE SCHEDULE FOR DOMESTIC GOODS**

**(For Domestic Bidders)**

1	2	3	4	5				6	7	8
<u>Schedule No</u>	<u>Item Description</u>	<u>Country of origin</u>	<u>Quantity &amp; Unit</u>	<u>Price for each unit</u>				<u>Sales and other taxes payable</u>	<u>All Inclusive Unit price (CIP- Consignee Destination)</u>	<u>Total price (All Inclusive)</u>
				Ex-factory Ex-warehouse Ex-showroom Off-the-shelf (excluding Excise duty)	Excise Duty	Inland transportation, insurance & other local costs incidental to delivery (consignee destination) as per Schedule of Requirements	Incidental Services Listed in GCC Clause 13			
				(a)	(b)	(c)	(d)	(e)	a+b+c+d+e	4 x 7

Note:

- a) In case of discrepancy between unit price and total price, the unit price shall prevail.
- b) In case of discrepancy between figures and words, the price in words shall be prevail.

Total bid price  
Currency: \_\_\_\_\_

In figures:  
In words  
Signature of Bidder

Name  
Business address

Place:

Date:

**PRICE SCHEDULE FOR GOODS TO BE IMPORTED FROM ABROAD**  
**(For Foreign Bidders)**

1	2	3	4	5			6	7	8	9
<u>Schedule No.</u>	<u>Item Description</u>	<u>Country of origin</u>	<u>Quantity &amp; Unit</u>	<u>Price for each unit</u>			<u>Unit price</u>	<u>Total price</u>	<u>Indian Agent's Name</u>	<u>Indian Agent's commission as a % of FOB price included in the quoted price</u>
				FOB Port of Loading	DDP- Consignee Destination	Incidental Services Listed in GCC Cl.13				
				(a)	(b)	(c)	b+c	4 x 6		
Note:										

- a) In case of discrepancy between unit price and total price, the unit price shall prevail.  
b) In case of discrepancy between figures and words, the price in words shall be prevailing.

Total bid price  
Currency: \_\_\_\_\_

In figures:

In words  
Signature of Bidder

Name  
Business address

Place:  
Date:

**PRICE SCHEDULE FOR ANNUAL MAINTENANCE AND REPAIR COST WITHOUT SPARES AFTER WARRANTY PERIOD**  
(ITB Clause 8.2.2 )

(Common to Domestic and Foreign Bids)

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>		<b>F</b>	
Sch. No.	Item Description	Qty (in Nos.)	Year	Annual Maintenance & repair cost for each unit without spares ; (GCC Clauses 15.6)		Total Maintenance & repair cost without spares (Col. C X Col. E)	
				Indian Rupees	F. Currency (Specify)	Indian Rupees	F. Currency (Specify)
			Year 4				
			Year 5				
			Year 6				
			Year 7				
			Year 8				
	<b>Total</b>						

Note: In case of discrepancy between unit price and total price, the unit price shall prevail

Signature of Bidder \_\_\_\_\_

Name \_\_\_\_\_

Business Address \_\_\_\_\_

Place :

Date :

**PRICE SCHEDULE FOR ANNUAL MAINTENANCE AND REPAIR COST WITH SPARES AFTER WARRANTY PERIOD**  
(ITB Clause 8.2.3 )

(Common to Domestic and Foreign Bids)

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>		<b>F</b>	
Sch. No.	Item Description	Qty (in Nos.)	Year	Annual Maintenance & repair cost for each unit with spares (GCC Clauses 15.6)		Total Maintenance & repair cost with spares (Col. C X Col. E)	
				Indian Rupees	F. Currency (Specify)	Indian Rupees	F. Currency (Specify)
			Year 4				
			Year 5				
			Year 6				
			Year 7				
			Year 8				
	<b>Total</b>						

Note: In case of discrepancy between unit price and total price, the unit price shall prevail

Signature of Bidder \_\_\_\_\_

Name \_\_\_\_\_

Business Address \_\_\_\_\_

Place :

Date :

**2. BID SECURITY FORM**

Whereas .....(*hereinafter called "the Bidder"*) has submitted its bid dated .....  
(*date of submission of bid*) for the supply of ..... (*name and/or description of the goods*)  
(hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE ..... (*name of bank*) of ..... (name of  
country), having our registered office at ..... (*address of bank*) (hereinafter called "the Bank"), are  
bound unto ..... (*name of Purchaser*) (hereinafter called "the Purchaser") in the sum of  
\_\_\_\_\_ for which payment well and truly to be made to the said Purchaser, the Bank  
binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank  
this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

THE CONDITIONS of this obligation are:

1. If the Bidder
  - (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
  - (b) does not accept the correction of errors in accordance with the Instructions to Bidders; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
  - (a) fails or refuses to execute the Contract Form if required; or
  - (b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders;

we undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

.....  
(Signature of the Bank.. Official and seal)

### **3. CONTRACT AGREEMENT FORM**

**THIS AGREEMENT** made the .....day of....., 20... Between ..... (*Name of purchaser*) of ..... (*Country of Purchaser*) (hereinafter called "the Purchaser") of the one part and ..... (*Name of Supplier*) of ..... (*City and Country of Supplier*) (hereinafter called "the Supplier") of the other part :

**WHEREAS** the Purchaser invited bids for certain Goods and ancillary services viz., ..... (*Brief Description of Goods and Services*) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of ..... (*Contract Price in Words and Figures*) (hereinafter called "the Contract Price").

#### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
  - (a) This Contract Agreement
  - (b) General Conditions of Contract
  - (c) Technical Requirements (including Schedule of Requirements and Technical Specifications)
  - (d) The Supplier's Bid and original Price Schedules
  - (e) The Purchaser's Notification of Award
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects 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.

Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

SL NO	BRIEF DESCRIPTION OF GOODS & SERVICES	QUANTITY TO BE SUPPLIED	UNIT PRICE	TOTAL PRICE	DELIVERY TERMS

**TOTAL VALUE:**

**DELIVERY SCHEDULE:**

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

Signed, Sealed and Delivered by the

said ..... (For the Purchaser)

in the presence of:.....

in the presence of:.....

Signed, Sealed and Delivered by the  
said ..... (For the Supplier)



4. **PERFORMANCE SECURITY FORM**

To: \_\_\_\_\_ (Name of Purchaser)

**WHEREAS** ..... (Name of Supplier)  
(hereinafter called "the Supplier") has undertaken , in pursuance of Contract No..... dated,.....  
20... to supply.....(Description of Goods and Services)  
(hereinafter called "the Contract").

**AND WHEREAS** it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

**AND WHEREAS** we have agreed to give the Supplier a Guarantee:

**THEREFORE WE** hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of ..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the .....day of.....20.....

Signature and Seal of Guarantors

.....  
Date.....20.....

Address:.....  
.....  
.....

(Please see Clause 10.2 (a) of Instructions to Bidders)

**5. MANUFACTURERS' AUTHORIZATION FORM**

No.  
dated  
To

Dear Sir:

IFB No. \_\_\_\_\_

We \_\_\_\_\_ who are established and reputable manufacturers of \_\_\_\_\_ having factories at \_\_\_\_\_ (*address of factory*) do hereby authorize M/s \_\_\_\_\_ (*Name and address of Agent*) to submit a bid, and sign the contract with you for the above goods manufactured by us against the above IFB.

No company or firm or individual other than M/s \_\_\_\_\_ are authorized to bid and conclude the contract for the above goods manufactured by us against this specific IFB.

We hereby extend our full guarantee and warranty and also supply of spares during the period of AMC as per Clause 15 of the General Conditions of Contract for the goods and services offered for supply by the above firm against this IFB.

Yours faithfully,

(Name)

(Name of manufacturers)

*Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its bid.*

**6. Proforma for Performance Statement (for a period of last five years)**

(Please see Clause 10.2 (d) of Instruction to Bidders)

IFB No. \_\_\_\_\_ Date of opening Time \_\_\_\_\_ Hours \_\_\_\_\_

Name of the Firm \_\_\_\_\_

Order placed by (full address of Purchaser)	Order No. and Date	Description and quantity of ordered equipment	Value of order	Date of completion of delivery		Remarks indicating reasons for late delivery, if any	Has the equipment been satisfactorily functioning ? (Attach a certificate from the Purchaser/Consignee)
				As per contract	Actual 6		
1	2	3	4	5		7	8

Signature and seal of the Bidder \_\_\_\_\_

(Countersigned by Chartered Accountant/CPA)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

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