



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



International Competitive Bidding Document

**e-TENDER DOCUMENT**

For

**Procurement of GC-MS/MS with Triple Quadrupole System and LC-MS/MS with Triple Quadrupole System**

**IFB NO.:- RITES/MSM/MPRNL/01/2018**

**January 2018**



(A Govt. of India Enterprise)  
(Procurement Consultant)

*Materials System Management Division*

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**Monitoring of Pesticide Residues at National level Project**  
**(Department of Agriculture Cooperation & Farmers Welfare),**  
**Ministry of Agriculture & Farmers Welfare,**  
**Government of India**  
**B-2 Block, LBS Building, Pusa Campus, New Delhi**

Through



(A Govt. of India Enterprise)

**INTERNATIONAL COMPETITIVE BIDDING**

**For**

**Procurement of GC-MS/MS with Triple Quadrupole System and LC-MS/MS with Triple Quadrupole System**

<b>NAME OF THE PROJECT</b>	<b>: -</b>	<b>MONITORING OF PESTICIDE RESIDUES AT NATIONAL LEVEL (MPRNL)</b>
<b>NAME OF PURCHASER</b>		<b>MPRNL Project</b> , Department of Agriculture Cooperation & Farmers Welfare, Ministry of Agriculture & Farmers Welfare, Government of India Acting through RITES Ltd
<b>BID REFERENCE</b>	<b>:</b>	RITES/MSM/MPRNL/01/2018
<b>DATE OF ISSUE OF BIDDING DOCUMENT</b>	<b>:</b>	08-01-2018
<b>DATE AND TIME OF PRE-BID MEETING</b>	<b>:</b>	24-01-2018 at 1430 hrs (IST)
<b>LAST DATE AND TIME FOR UPLOADING OF BIDS</b>	<b>:</b>	23-02-2018 by 1415 hrs (IST)
<b>DATE AND TIME OF OPENING OF TECHNO-COMMERCIAL BIDS</b>	<b>:</b>	23-02-2018 at 1430 hrs (IST)
<b>DATE AND TIME OF OPENING OF FINANCIAL BIDS</b>	<b>:</b>	To be Notified Later
<b>PLACE OF PRE-BID &amp; OPENING OF BIDS (Techno-Commercial &amp; Financial)</b>		MSM Division RITES Ltd., 4th Floor, Plot No. 144, Sector-44, Gurgaon – 122 003 (Haryana), INDIA Telephone No.: 91(124) 2728410/409/405 Fax No.: 91 (124) 2571659 Email ID: <a href="mailto:rites_pusa@rediffmail.com">rites_pusa@rediffmail.com</a>
<b>ADDRESS FOR COMMUNICATION</b>		Group General Manager Address as above

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

**SECTION - I: INVITATION FOR BIDS (IFB)****International Competitive Bidding****IFB No : RITES/MSM/MPRNL/01/2018****Dated : 08-01-2018****Project Name : Monitoring of Pesticide Residues at National Level**

1. Member Secretary, Monitoring of Pesticide Residues at National Level (Department of Agriculture & Co-operation) Ministry of Agriculture, Government of India acting through RITES Ltd. (A Govt. of India Enterprise, acting as Procurement Consultant), now invites bids through e-Tendering System under the single stage: two bid system in separate envelopes (i.e. Techno-Commercial BID and Financial BID) from eligible bidders for the supply of the following equipments under Government of India funding :-

Sch. No.	Item Description	Qty. (in Nos.)	Bid security (in INR)	Bid security (in USD)
I	GC-MS/MS with Triple Quadrupole System	15	33,75,000.00	52,750.00
II	LC-MS/MS with Triple Quadrupole System	14	56,00,000.00	87,500.00
<b>Total</b>			<b>89,75,000.00</b>	<b>140,250.00</b>

2. Bidding will be conducted through the International competitive bidding procedures as per the requirements, under GFR 2017 of Ministry of Finance, GOI, as applicable.
3. Interested Bidders may obtain further information from the office of RITES at the address given below from 10:00 to 16:00 hrs. (IST) on all working days :-

Group General Manager/MSM  
RITES Ltd., MSM Divn.,  
4th Floor, Plot No. 144, Sector-44,  
Gurgaon – 122 003 (Haryana), INDIA  
Tel. No.: 91 (124) 2728410/409/405  
Fax No.: 91 (124) 2571659  
Email ID: rites\_pusa@rediffmail.com

4. Detailed tender document may be downloaded from E-procurement portal (<https://www.rites.eproc.in>) of RITES prior to the deadline for submission of bids. The bids shall be submitted online following the instructions appearing on the screen. *Users are requested to map their system as per the System settings available on the link "System Requirement and Registration Manual" on the E-Procurement portal.*

After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected. It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidders are advised that prior to bid submission they should read the Bid Submission manual available on e-procurement portal on RITES website.

5. Dead line for submission of bid: **1415 hrs (IST) on 23-02-2018**. All bids must be accompanied with a scanned copy of bid security (Either in PDF or zip format), as mentioned in the table in paragraph 1 against each schedule in fixed amount as specified in Section –IV: Schedule of

Requirement. In case bidder has any problem in uploading the scanned copies of instruments for payment of Bid Security, he/she must submit the copy of original Bid Security at RITES Office address before opening of bid. The Bid Security shall be deposited in “ORIGINAL” in a sealed envelope within a week from the date of opening to the address given in paragraph 3 above.

6. The bids are required to be uploaded in two separate parts i.e. techno-commercial bid & financial bid. The techno-commercial bids will be opened at **1430 hrs. (IST) on 23-02-2018** in the presence of bidders or their representatives who choose to attend on the specified date and time at the office of the RITES at the address given in the paragraph 2 above. The financial bids of bidders whose techno-commercial bids get qualified would be opened at a later date.
7. The interested bidder or his official representative is invited to attend a pre-bid meeting to be held at **14:30 hrs. on 24-01-2018** at the address given in para 3 above. Please note that non-attendance at the pre-bid conference will not be the cause of disqualification of the bidders.
8. The bidders may visit RITES website [www.rites.com](http://www.rites.com), [www.rites.eproc.in](http://www.rites.eproc.in) and Indian Agricultural Research Institute (IARI) website [www.iari.res.in](http://www.iari.res.in) for more information and/ or download the bid document.

## **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 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), now invites bids through e-Tendering System under the single stage : two bid system in separate envelopes (i.e. Techno-Commercial BID and Financial BID) from eligible bidders for the supply of the following equipments under Government of India funding :-

Sch. No.	Item Description	Qty. (in Nos.)
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II	LC-MS/MS with Triple Quadrupole System	14

#### 2. Fraud and Corruption

- 2.1 It is the Government of India policy that Bidders/Suppliers/Contractors under the contracts, observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the Purchaser :
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution; and
- (ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the firm has engaged in corrupt or fraudulent or collusive or coercive practices in competing for, or in executing, the contract.
- 2.2 After the Public Opening of bids, information related 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.
- #### 3. Documents Establishing Bidder's Eligibility and Qualifications.
- 3.1 Except as provided in ITB Sub-Clauses 3.2 this bidding process is **open to all eligible bidders**. **Non manufacturer bidders** will have to submit Manufacturer’s Authorization, format as per Section VI.
- 3.2 A firm declared ineligible by the Purchaser in accordance with ITB Sub-Clause 2.1(b) shall be ineligible to bid for the contract during the period of time determined by the Purchaser.
- 3.3 All goods and related services to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations.

- 3.4 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
- (a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents ; or
  - (b) A firm shall submit only one bid in the same schedule, either individually or through an authorized agent. No firm can be a subcontractor while submitting a bid individually in the same schedule. A Subcontractor in any bid may participate in more than one bids in a schedule, but only in that capacity. A firm that submits a bid individually or as a joint venture partner, and also participates in any capacity in another bid in a schedule, will cause all the bids in which the firm has participated in that schedule to be disqualified.
- 3.5 The documentary evidence of the Bidder's qualifications to perform the Contract, if its bid is accepted, shall establish to the Purchaser's satisfaction that:
- (a) 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 VI by the goods' manufacturer or producer to supply the goods in the Purchaser's country.
  - (b) the Bidder has the financial, technical, and production capability necessary to perform the Contract
  - (c) 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) the bidder meets the qualification criteria as per ITB clause 5.
  - (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

**4. 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 the documentary evidence as specified in Section-V, Technical Specification.
- (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-V, Technical Specification.

- (c) The list of recommended spare parts & special tools for operation of equipment giving full particulars, available sources, frequency of replacement etc., necessary for the proper and continuing functioning of the goods during warranty/ guarantee period.
- (d) 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 Section-V, Technical Specification.

## 5. Qualification of the bidder

Qualification requirements for Bidders are listed below:

The qualification criteria and the supporting document/information to be submitted along with the bid are detailed below:

### 5.1 Manufacturer Bidders

#### 5.1.1 Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

The bidders who are manufacturers should have generated **minimum annual sales turnover value Rs 18 Crores, in any one of the last three financial years** to qualify for the schedule.

The bidder shall submit reports on his financial standing such as profit and loss statements, balance sheets and auditor's report, bankers certificate, etc for the **past three years** from the date of opening of bid.

#### 5.1.2 Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

- (i) The bidder must have supplied and provided after-sales services satisfactorily of similar equipment for at least **50 %** of the quantity indicated against the schedule under "Section – IV: Schedule of Requirements" **over the last five calendar years**, viz. 2013-2017 and the goods should have been in successful operation for at least two years as on date of bid opening.
- (ii) The bidder should furnish the information on past supplies and satisfactory performance in the Performa given under Section-VI alongwith documentary evidence (**Client's certificate**) in support of the successful operation of the goods as specified in para (i) above.
- (iii) The legal status, place of registration and principal place of business of the company or firm or partnership, etc.;
- (iv) 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 Goods within the specified time of completion after meeting all their current commitments.
- (v) The bidder should clearly confirm that all the facilities exist in their factory for inspection and testing and these will be made available to the purchaser or his representative for inspection.

- (vi) Service centres/ facilities should be available in the purchaser's country. The bidder should furnish a list of service centres along with complete addresses and contact numbers.
- (vii) In 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 the Purchaser's country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

## 5.2 Non- Manufacturer Bidders

In the case of a Bidder offering to supply Goods under the Contract that the Bidder does not manufacture or otherwise produce, the Bidder should be duly authorized by the manufacturer **who meets the criteria under para 5.1** (all supporting documents/information as asked above for manufacturer shall be submitted with the bid) and:

- (a) The manufacturer furnishes an authorization in the prescribed Form in Section VI assuring full guarantee / warranty obligations as per GCC for the goods offered. **Authorization obtained from dealers/distributor is not acceptable and such bid will be considered non-responsive.**
- (b) The bidder, as authorized by the manufacturer, has supplied and provided after-sales services satisfactorily of similar equipment for at least **25%** of the quantity indicated against the schedule under "Section – IV: Schedule of Requirements" **in the last five calendar years**, viz. 2013-2017 and the goods should have been in successful operation for at least two years as on date of opening.
- (c) The bidder should have generated an **annual sales turnover of minimum of 25% of the value specified in Para 5.1.1, in any one of the last three financial years** to qualify for the schedule. The bidder will also submit the reports on his financial standing such as profit and loss statements, balance sheets and auditors report for the **past three years** as on date of opening.
- (d) Service centres should be available in the purchaser's country. The bidder should furnish a list of service centres along with complete addresses and contact numbers.
- (e) The bidder should furnish the information **on past supplies and satisfactory performance** in the Performa given under Section-VI alongwith **documentary evidence (Client's certificate)** in support of the satisfactory operation of the goods as specified above.

NOTE- An agent submitting a bid in its own name will be treated as a non-manufacturer bidder.

## 5.3 For both, Manufacturer and Non-manufacturer bidder

### **Additional Qualification requirements:**

1. Notwithstanding anything stated above, the Purchaser reserves the right to assess the Bidder's capabilities and capacity to execute the contract satisfactorily before deciding on award.
2. Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or record of poor performance such as, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

3. The bidder and the manufacturer whose product is offered by the bidder shall disclose instances of previous past performance of his and the manufacturer whose product is offered by the bidder, that may have resulted into adverse action, by any Office of Central Govt. which is still effective on the date of opening of bid. Such debarment/blacklisting which is still effective on the date of opening of bid will make the bidder ineligible to participate in this bidding process. If no debarment/blacklisting has been done against the Bidder, the bidder must provide an undertaking that the bidder and the manufacturer whose product is offered by the bidder is not debarred/blacklisted by any office of the Central Govt. which is still effective on the date of opening of bid. The bidder will also disclose immediately any such debarment/blacklisting which takes place after opening of bid and before issue of NOA, to the purchaser.
4. The bidder shall provide an undertaking that:
  - a. The proprietor/promoter/director of the firm, its employee, partner or representative is not convicted by a court of law following prosecution for offence involving moral turpitude in relation to business dealings including malpractices such as bribery, corruption, fraud, substitution of bids, interpolation, misrepresentation, evasion, or habitual default in payment of tax levied by law; etc.
  - b. The firm does not employ a government servant, who has been dismissed or removed on account of corruption.
5. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; **written power of attorney** of the signatory of the Bid to commit the Bidder;
6. Declaration for Agreement with all terms and conditions of the bid document. In case of any deviations, the details of the same should be furnished. Please refer clause 26 of ITB.

**Note:**

- (a) The bidder must complete the check list attached in Section VI and submit it along with the Bid. It is essential that Bidders review carefully this Checklist and ensure that their Bid is complete and includes all required information.
- (b) The bidder should serially number all the documents of his bid, provide a summary table & sign/initial all the pages.
- (c) Details of two persons that Purchaser may contact for requests for clarification during bid evaluation:

Name		
Telephone No (direct)		
Email address		

- (d) The Bank details from where the Bank Guarantee has been issued along with Phone, fax numbers and email Ids. For Banks from outside India the details of the correspondent Bank in India.
- (e) Bidder should furnish Authority to the Purchaser to seek references from the Bidder's bankers.

**6. Cost of Bidding**

- 6.1 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**

### **7. Content of Bidding Documents**

- 7.1 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) Section-II, Instruction to Bidders;
  - (b) Section – III, General Conditions of Contract;
  - (c) Section – IV, Schedule of Requirements;
  - (d) Section – V, Technical Specifications;
  - (e) Section VI – Sample forms (including Contract Agreement)
- 7.2 The Bidder is expected to examine all instructions, forms, terms, Qualification requirements, 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.

### **8. Clarification of Bidding Documents**

- 8.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser in writing by email at the Purchaser's mailing address given below :-

Group General Manager  
MSM Division  
RITES Ltd., MSM Divn.,  
RITES Office Complex – 2  
4th Floor, Plot No. 144  
Sector-44, Gurgaon – 122 003 (Haryana), INDIA  
Telephone No.: 91 (124) 2728405/409/410  
Fax No.: 91 (124) 2571659  
Email ID: rites\_pusa@rediffmail.com

Request for clarifications including request for Extension of Time for submission of Bid, if any, must be received not later than 10 (ten) days prior to the deadline for submission of tenders. Details of such questions raised and clarifications furnished will be uploaded in RITES website without identifying the names of the Bidders who had raised the questions. Any modification of the Bid Document arising out of such clarifications will also be uploaded on RITES website.

### **8.2 Pre-bid meeting**

- 8.2.1 Interested bidders or his official representative are invited to attend a pre-bid meeting, scheduled on **24-01-2018 at 14.30 hrs (IST)** at the address specified in ITB Clause 8.1.
- 8.2.2 The purpose of meeting will be to clarify issues and to answer questions on any matter relating to this tender that may be raised at that stage.
- 8.2.3 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

## 9. Amendment of Bidding Documents

- 9.1 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.
- 9.2 Addendum/corrigendum, if any, will be hosted on website / e-procurement portal and shall become a part of the Bid Document. All Bidders are advised to see the website for addendum/corrigendum to the Bid Document which may be uploaded upto 7 days prior to the deadline for submission of Tender as finally stipulated.
- 9.3 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.

## 10. Accessing of Bid Documents

### 10.1

- (a) To participate in the E-Bid submission for RITES, it is mandatory for the bidders to get their firms registered with e-procurement portal <https://rites.eproc.in>.
- (b) Bidder should enroll themselves on the e-procurement portal by clicking the option “New Registration” link available on the home page. *A **Bidder Registration** link containing the detailed guidelines for e-procurement system is available on the RITES e-procurement portal.* During registration, the bidders should provide the correct/true information including a valid email-id. All correspondence shall be made directly with the contractors/bidders through the email-id provided. The registration charges are INR 3900 plus GST and this is required to be paid to M/s C1 India Pvt. Ltd. through integrated E-payment gateway. The registration will be approved only after receipt of payments. Validity of registration is for three years. In case of any difficulty faced during registration you are requested to contact e-Tendering Helpdesk Number provided on E-Procurement portal.
- (c) It is mandatory for all bidders to have class – III Digital Signature Certificate (DSC) in the name of the person who will sign the bid from any of licensed Certifying Agency (CA). Bidders can see the list of licensed CAs from the link <http://www.cca.gov.in>.
- (d) Bidders can view / download complete bid documents from RITES e-procurement portal <https://rites.eproc.in> or RITES website <http://www.rites.com>
- (e) Bidder shall ensure use of registered Digital Signature Certificate (DSC) only and safety of the same.
- (f) Following may be noted:
- (i) Bids can be submitted only during validity of registration of bidder with RITES e-procurement portal.
- (ii) The amendments / clarifications to the bid document, if any, will be posted on e-procurement portal / RITES website only.
- (iii) If the firm is already registered with e-procurement portal of RITES and validity of registration has not expired, the firm is not required for fresh registration.

- 10.2 The bidder shall upload in two envelopes i.e. Techno-commercial bid and financial bid. The Techno-commercial bids will be opened in the presence of bidders or their representatives. The financial bids of bidders whose Techno-Commercial bids get qualified would be opened at a later date.

Techno-commercial bid shall contain the Bid form, Bid security, performance statement, technical Specifications compliance statement as well as technical and commercial informations required in accordance with the bid document. Financial bid shall, however, consist of price schedule only in the prescribed format

- 10.3 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.



### C. Preparation of Bids

#### 11. Language of Bid

- 11.1 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.

#### 12. Documents Constituting the Bid

- 12.1 The bid submitted by the Bidder shall comprise the following :-

- (a) duly filled-in Form of Bid, Price Schedule, in accordance with the forms indicated in Section VI; „Integrity Pact“ in accordance with ITB Clause 39.
- (b) original form of bid security in accordance with the provisions of ITB Clause 18 (Bid Security);
- (c) Written power of attorney authorizing the signatory of the bid to commit the Bidder.
- (d) documentary evidence establishing to the Purchaser’s satisfaction, and in accordance with ITB Clause 3 & 4 that the Bidder/Manufacturer is qualified to perform the Contract if its bid is accepted.
- (e) Manufacturer’s authorization is required as per proforma in Section –VI.  
**Please note that an Authorization obtained from dealers/distributor is not acceptable and such bid will be considered as non-responsive.**
- (f) Certification of incorporation of the bidder and manufacturer.
- (g) The list of recommended spare parts & special tools for operation of equipment giving full particulars, available sources, frequency of replacement etc., necessary for the proper and continuing functioning of the goods during warranty/guarantee period.
- (h) The following details shall be provided by all Indian Bidders:
  1. Name, address, PAN and Income Tax details (ward/circle where they are being assessed) of the directors of the bidding company.
  2. Company’s PAN and Income Tax details and ward/circle where they are being assessed.
  3. Bidder should indicate their GST registration Number in their bid.

#### 13. Bid Form

The Bidder shall complete the Bid Form and the appropriate Price Schedule provided in the Bidding Documents, indicating the Goods to be supplied, a brief description of the Goods, their country of origin, and unit prices in the price schedule. (All details of the price components like taxes, duties etc. may also be indicated).

#### 14. Bid Prices

- 14.1 The bidder shall quote his prices on CIP Consignee Destination basis to all consignees inclusive of cost of freight, insurance, incidental services, warranty, spares etc. The list of consignees is attached in schedule of requirement (Section – IV). However the list of consignees is the tentative list. The purchaser reserves the right to change any consignee at the time of placement of order.

14.2 Prices shall be entered separately in the following manner:

- (a) For goods offered from within the Purchasers country:-
- a. The price of the goods quoted EXW [ex-factory, ex-showroom, ex-warehouse or off-the-shelf, or delivered as applicable];
  - b. Incidental charges like inland transportation, insurance, local costs, cost of incidental services etc for delivery of the goods to their final destination, as specified in the Schedule of Requirements (Section-IV);
  - c. Goods and Service Tax
- (b) For Goods manufactured outside the Purchaser's Country, (to be imported or already imported):
- (i) the price of the Goods, quoted CIP-Port of Landing, in the Purchaser's Country;
  - (ii) Incidental charges like inland transportation, inland insurance, local costs, cost of incidental services etc for delivery of the goods to their final destination, as specified in the Schedule of Requirements (Section-IV);
  - (iii) Goods and Service Tax
  - (iv) The Purchaser may be eligible for concessional Custom Duty/ Exemption as applicable for Educational Research Institute, Govt. of India. Custom Duty Exemption Certificate, Declaration Forms for Custom Clearance, Authority Letters for Custom Clearance, Project Authority Certificate, etc. would be provided by the Purchaser, if applicable.

However, bidders subject to payment of Customs Duty should submit their offers considering that Customs Duty will be leviable. If concessional Customs Duty or exemption of Customs Duty is applicable to the Purchaser, then the Contract will be issued accordingly.

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.

However 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 any reason whatsoever; the purchaser will not compensate to the bidder.

## 15. Clarification on Duties & Taxes

### 15.1 GST (Goods & Service tax)

- (i) The price quoted should be-EXW or CIP (port of landing in case of imports) and the rate of GST and quantum of GST should be shown separately & distinctly. In the absence of any such stipulation it will be presumed that the price includes GST and no claim for the same will be entertained. In case of stipulation like GST extra as applicable, the quoted prices will be loaded with the maximum quantum of GST which is normally applicable on the item in question for the purpose of comparing the prices with other bidders

- (ii) Any change in GST upward/downward as a result of any statutory variation on the finished goods, taking place during currency of contract shall be allowed to the extent of actual quantum of GST paid by the supplier. Similarly in case of downward revision in GST, the actual quantum of reduction in GST shall be reimbursed to the Purchaser by the Supplier. All such adjustments shall include all reliefs, exemptions, rebates, concessions etc if any obtained by the supplier. However no upward variation will be reimbursed to the bidder after the expiry of the original delivery period.
- (iii) The purchaser shall not be liable for any claim on account of fresh imposition and/ or increase of GST on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.
- (iv) The bidder should indicate GST registration number in their offer.

## 15.2 CUSTOM DUTY

- (i) In respect of imported stores offered, the bidder shall specify the rate as well as the total amount of custom duty payable, on the quoted goods in the price schedule. The bidder shall also indicate the corresponding Indian Custom Tariff Number applicable for the goods in question.
- (ii) Any variation in custom duty of the finished goods during the currency of the contract will be reimbursed to the bidder/refunded by the bidder. However no upward variation will be reimbursed to the bidder after the expiry of the original delivery period.

## 15.3 OTHER TAXES

Since GST has subsumed all the indirect tax levies with itself, it is being made clear that nothing would be paid extra beside GST & applicable Custom Duty.

15.4 The terms EXW, FOB, CIF, CIP, DDP, etc., shall be governed by the rules prescribed in the edition of Incoterms 2010 version published by the International Chamber of Commerce, Paris.

15.5 The Bidder's separation of price components in accordance with ITB Clause 14 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.

15.6 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.

## 16. Bid Currencies

16.1 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 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.

16.2 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 bid form and will be paid to the bidder's agent in India in Indian Rupees using the Bill Selling rate notified by the Axis Bank in the Purchaser Country's on the date of opening of bid and shall not be subject to exchange rate variation.

**17. Period of Validity of Bids**

- 17.1 Bids shall remain valid for a period of 120 days after the last date of uploading of bids prescribed by the Purchaser, pursuant to ITB Clause 20 i.e. up to **23-June-2018**. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 17.2 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. The bid security provided under ITB Clause 18 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.

**18. Bid Security**

- 18.1 The Bidder shall furnish, as part of its bid, a scanned copy of bid security (Either in PDF or zip format) against each schedule in fixed amount as specified in Section –IV: Schedule of Requirement. The Bid Security shall be deposited in "ORIGINAL" in a sealed envelope within a week from the date of opening to :

**Group General Manager  
MSM Division,  
RITES Ltd.,  
RITES Bhawan-II, 4th Floor,  
Plot No. 144, Sector 44,  
Gurgaon – 122003, Haryana, India**

If the bidder is submitting bid for more than one schedule, the amount of the bid security shall be the sum of bid securities required for the respective schedules. The bidder has the option to submit individual bid security instrument for different schedules.

If the amount of bid security furnished is less than the amount required for all schedules quoted by the bidder, then the Bid security will be considered valid only for the quoted schedules (in serial order of the Schedule of Requirement) where the amount of bid security is adequate. The later schedule(s) for which Bid security falls short, will be treated as non-responsive.

In case the bidder fails to submit original bid security within a week of bid opening, the bids would be treated as unresponsive, **the bid shall be rejected and the bidder shall be debarred from tendering in RITES Ltd. for a period of 02 (two) years, unless the lapse is condoned by the Accepting Authority at the request of the bidder for valid reasons.** The envelope containing the original Bid Security should bear tender details (Name of bidder, tender no., tender name etc.).

- 18.2 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 18.7
- 18.3 The bid security shall be denominated in US dollars 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 VI 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 18.7 are invoked;
- (d) be uploaded as scanned copy (ies) of the instrument for payment of Bid Security in an acceptable form. In case bidder has any problem in uploading the scanned copies of instruments for payment of Bid Security, he/she must submit the copy of original Bid Security at RITES Office address before opening of bid.
- (e) remain valid for a period of 45 days beyond the original validity period of bids i.e. **up to 7-Aug-2018**, or beyond any period of extension subsequently requested under ITB Clause 18.3.

18.4 Any bid not secured in accordance with ITB Clause 18.1 and 18.3 above shall be rejected by the Purchaser as non-responsive, pursuant to ITB Clause 26.

18.5 The bid securities of unsuccessful Bidders will be returned as promptly as possible.

18.6 The bid security of the successful Bidder will be returned when the Bidder has signed the Agreement and furnished the required performance security.

18.7 Interest will not be payable on the amount of the Bid Security.

18.8 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 27; or
- (b) in case of a successful Bidder, if the Bidder fails:
  - (i) to sign the Contract in accordance with ITB Clause 36; or
  - (ii) to furnish performance security in accordance with ITB Clause 37.

18.9 The bidders who are Micro and Small Enterprises participating in the tender shall enclose with their Bid a copy of Udyog Aadhar Memorandum along with their valid registration certificate with District Industries Centres or Khadi and Village Industries Commission or Khadi & Village Industries Board (KVIB) or Coir Board or NSIC or Directorate of Handicrafts and Handlooms or any other body specified by Ministry of Micro and Small enterprises in support of their being an MSE. Such bidders will be exempted from submission of Bid Security.

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

### **19. Preparation And Submission of Bids**

- (a) Detailed Bid Document may be downloaded from e-procurement portal of RITES prior to the deadline for submission of bids. The bids shall be submitted online following the instructions appearing on the screen. *Users are requested to map their system as per the*

*System settings available on the link “System Requirement and Registration Manual” on the e-procurement portal.*

- (b) After downloading / getting the Bid Document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected. It is understood that the bidder has read all the terms and conditions before submitting their offer. Bidders are advised that prior to bid submission they should read the Bid Submission manual available on e-procurement portal on RITES website.
- (c) Bidders must ensure that all the pages of the uploaded documents must be signed & stamped by authorised signatory and serially numbered.
- (d) The bids shall be submitted online following the instructions appearing on the screen. Insert your eToken/SmartCard in your computer and Log onto e-procurement portal using the User-Id and Password chosen during registration. Then enter the password of the eToken/SmartCard to access the DSC.
- (e) Prior to bid submission, bidder should get ready with the documents to be uploaded as part of the bid as indicated in the Bid Document/schedule. Generally they can be in Excel/PDF/ZIP formats. No other format is accepted. If there is more than one PDF document, then they can be clubbed together in a ZIP file for uploading. Maximum Single file size permitted for uploading is 20 MB. One can upload multiple of such files in case information to be uploaded in single file exceeds 20MB.

(f) **Cost of Bid Security**

During bid submission the bidder has to select the payment option as **offline** to pay the cost of BID SECURITY and enter details of the instruments. In case of exemption from payment of cost of Bid Security, the scanned copy of document in support of exemption will have to be uploaded by the bidder during bid submission. The onus of proving that the bidder is exempted from payment of cost of Bid Security lies on the bidder. In this connection, it should be noted that mere opening of bid does not mean that the bid has to be considered by the purchaser as a valid bid. If later, it is discovered from the uploaded documents that bidder is not exempted from payment of Bid Security; his bid shall be treated as non- responsive.

- (g) The bid should be submitted online in the prescribed format. No other mode of submission is accepted.
- (h) Bid shall be digitally signed by the Authorized Signatory of the bidder and submitted “ONLINE”. No hard copy of the documents (except those specifically asked for in the Bid Document) are required to be submitted.
- (i) The bidders will have to accept unconditionally the online user portal agreement which contains the Terms and Conditions of NIT including General and Special Terms & Conditions and other conditions, if any, along with on-line undertaking in support of the authenticity regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder.
- (j) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections

and pages of the tender/bid document including terms and conditions without any exception and have understood the entire document and are clear about tender requirements.

- (k) The bidders are requested to submit the bids through online e-tendering system before the deadline for submission of bids (as per Server System Clock displayed on the portal). RITES will not be held responsible for any sort of delay or the difficulties faced during online submission of bids by the bidders at the eleventh hour.
- (l) The bidder may seek clarification online only within the specified period. The identity of bidder will not be disclosed by the system. RITES Ltd. will clarify the relevant queries of bidders as far as possible. The clarifications given will be visible to all the bidders intending to participate in that tender. The clarifications may be asked from the day of “Pre Bid Clarification Start Date and Time” till “Pre Bid Clarification End Date and Time”.

## **20. Deadline for Submission of Bids**

### **20.1 Deadline for Submission of Bids: 14:15 Hrs. on 23-02-2018.**

20.2 The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents in accordance with ITB Clause 9, 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.

## **21. Late Bids**

Deleted.

## **22. Modification and Withdrawal of Bids**

22.1 The Bidders shall submit offers which comply strictly with the requirements of the Bid Document as amended from time to time as indicated in Clause 9 above. Alternative bids or any modifications by the tenderer shall render the Tender invalid.

22.2 The bidder can modify, substitute, re-submit or withdraw its e-bid after submission but prior to the deadline for submission of bids. No Bid shall be modified, substituted or withdrawn by the bidder on or after the deadline for submission of bids. Withdrawal of bid after the deadline for submission of bids would result in the forfeiture of Bid Security.

22.3 Any modification in the Bid or additional information supplied subsequently to the deadline for submission of bids, unless the same has been explicitly sought for by RITES, shall be disregarded.

22.4 For modification of e-bid, bidder has to detach its old bid from e-procurement portal and upload / re-submit digitally signed modified bid.

22.5 For withdrawal of bid, bidder has to click on withdrawal icon at e-procurement portal and can withdraw its e-bid.

22.6 After the bid submission on the portal, an acknowledgement number will be generated by the system which should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening.

- 22.7 The time settings fixed in the server side & displayed at the top of the tender site, will be valid for bid submission, in the e-tender system. The bidders should follow this time during bid submission.
- 22.8 All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & will not be viewable by any one until the date & time specified for bid opening.
- 22.9 The bidder should logout of the tendering system using the normal logout option available in the portal and not by selecting the (X) exit option in the browser.

### **E. Bid Opening and Evaluation**

#### **23. Opening of Bids by Purchaser**

- 23.1 The Purchaser will open the Techno-Commercial bid 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: 1430 Hrs.(IST)**  
**Date: 23-02-2018**  
**RITES Ltd.,**  
**MSM Division,**  
**RITES Bhawan-II, 4th Floor,**  
**Plot No. 144, Sector 44,**  
**Gurgaon – 122003, Haryana, India**

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 place on the next working day.

- 23.2 Opening of bids will be done through an online process. RITES reserves the right to postpone or cancel a scheduled bid opening at any time prior to its opening. Information of the same will be displayed at RITES e-procurement portal.
- 23.3 Bid opening committee will open the bids online in the presence of bidders or their authorized representatives who choose to attend on opening date and time. Also the bidders can participate online during the bid opening process from their remote end through their dashboard. The bidder's representatives, who are present, shall sign in an attendance register. RITES shall subsequently examine and evaluate the bids in accordance with the provision set out in the Bid Document.
- 23.4 It will be the bidder's responsibility to check the status of their Bid online regularly after the opening of bid till award of work. Additionally, information shall also be sent by system generated e-mail to bidder regarding deficiencies in the documents, if any and also request for clarification from the bidder. A system generated SMS alert will also be sent to the bidder. No separate communication will be sent in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of deficient documents or confirmatory documents within prescribed time.



- 23.5 The bids will be evaluated for qualifying criteria as mentioned in bid document hereinbefore. RITES shall not be responsible for any postal delay in receipt of all original documents including the Bid Security. In case of non-receipt of the Bid Security in original within the aforesaid period, the bid will be treated as non-responsive.
- 23.6 The Techno-Commercial Bid including a scanned copy of Bid Security and scanned copy of Authority to sign document of all the Tenderers will be opened first and checked. If any of the document(s) so furnished are not as per tender stipulations, the Financial bid will not be opened and the bid will be treated as rejected.
- 23.7 The Financial Bid of Tenderers who have qualified in Techno-Commercial Evaluation will be opened subsequently.

**24. Clarification of Bids**

24.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

**25. Confidentiality**

25.1 Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for the award of a Contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the notification of Contract award is made to all Bidders.

25.2 Any effort by the bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison, or contract award decisions may result in the rejection of the Bidder's bid.

25.3 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 its bid, it should do so in writing.

**26. Examination of Bids and Determination of Responsiveness**

26.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids from Non-Manufacturers without proper authorization from the manufacturer as per Section VI shall be treated as non-responsive.

26.2 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

26.3 Prior to the detailed evaluation, pursuant to ITB Clause 29, the Purchaser will determine whether each bid is of acceptable quality, is complete, and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviations, exceptions, objections, conditionality's, or reservations. A material deviation, exception, objection, conditionality, or reservation is one: (i) that limits in any substantial way the scope, quality, or performance of the Goods and related Services; (ii) that limits, in any substantial way that is inconsistent with the Bidding Documents, the Purchaser's rights or the successful Bidder's obligations under the Contract; and (iii) that the acceptance of which would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids.

The following clauses are the critical provisions deviations from or objections or reservations to which, will be treated as material deviations:

- Bid Validity (ITB Clause 17)
- Bid Security (ITB Clause 18);
- Validity of Bid Security ( ITB Clause 18.3)
- Performance Security (GCC Clause 7);
- Delivery Terms (GCC Clause 10 & Schedule of Requirements)
- Warranty (GCC Clause 15);
- Payment terms (GCC Clause 16)
- Force Majeure (GCC Clause 25);
- Limitation of liability (GCC Clause 29)
- Applicable Law (GCC Clause 31);
- Taxes and Duties (GCC Clause 33);
- Technical Specification (As per Section V)

- Delivery Period (Section-IV : Schedule of Requirements)  
Above list is not exhaustive

26.4 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

26.5 Bidders who do not quote for full quantity of the schedule will be treated as non-responsive.

## **27. Correction of Errors**

27.1 Arithmetical errors will be rectified as follows. 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 or subtotal price shall prevail. If there is a discrepancy between subtotals and the total price, the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If a Bidder does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.

## **28. 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 Indian Rupees at the Bill Selling rate notified by the Axis Bank in the Purchaser Country for similar transactions, as on the date of bid opening.

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

29.1 The Purchaser will evaluate and compare the bids that have been determined to be substantially responsive, pursuant to ITB Clause 26.

29.2 The Purchaser's evaluation of a bid will take into account the total unit cost of the item at the consignee's destination inclusive of all duties, insurance, freight, taxes, other charges, etc.

29.3 The contract shall be awarded only to the bidder who are substantially responsive, offer competitive rates, and meet the qualification requirement stipulated in the bidding documents.

29.4 Bidders who do not quote for full quantity of the schedule will be treated as non-responsive.

29.5 Deviations in the delivery schedule and Payment schedule are not permitted.

29.6 In exercising of the powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small Enterprises effective from 1<sup>st</sup> April 2012.

In accordance to the above notification the participating Micro and Small Enterprises (MSEs) in a Bid, quoting price within the band of L1+15% would be allowed to supply a portion of the requirement by bringing down their price to the L1 price, in a situation where L1 price is from someone other than an MSE. Such MSEs would be allowed to supply up to 20% of the total Bid value. In case there are more than one such eligible MSE, the 20% supply will be shared equally. Out of 20% of the quantity earmarked for supply from MSEs, 4% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the Bid process or meet the Bid requirements and the L1 price, the 4% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.

The MSEs participating in the bid shall enclose with their Bid a copy of Udyog Aadhar Memorandum along with their valid registration certificate with District Industries Centres or Khadi and Village Industries Commission or Coir Board or NSIC or any other body specified by Ministry of Micro and Small enterprises in support of their being an MSE, failing which they will not be entitled for any benefit due to MSE.

29.7 To evaluate the Financial bid, the Purchaser shall only use all the criteria and methodologies defined as below.

29.8 To evaluate a financial bid pursuant to ITB clause 14, the Purchaser shall consider total price (at Consignee end).

### **30. Contacting the Purchaser**

30.1 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, he should do so in writing.

30.2 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**

### **31. Post-qualification**

31.1 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 5.

31.2 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 5 & 12, as well as such other information as the Purchaser deems necessary and appropriate.

31.3 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.

### **32. Award Criteria**

Pursuant to ITB Clause 29, 31, 33, and 34, 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.

### **33. Purchaser's right to vary Quantities during currency of contract**

The Purchaser reserves the right to increase or decrease the quantity of goods during currency of contract, originally specified in the Schedule of Requirements, by  $\pm 25\%$  (quantity rounded to next integer) without any change in unit price or other terms and conditions. The delivery period for the increased quantity shall be based on pro-rata delivery period of the tendered quantity.

### **34. 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.

### **35. Notification of Award**

- 35.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing (by registered letter or by email or fax) that its bid has been accepted.
- 35.2 The Notification of Award (NOA) will constitute the formation of the Contract.
- 35.3 Upon the successful Bidder's furnishing of performance security pursuant to ITB Clause 37, 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 18.
- 35.4 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.

**36. Signing of Contract**

- 36.1 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.
- 36.2 Within Twenty Eight (28) days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the Purchaser.

**37. Performance Security**

- 37.1 Within Twenty eight (28) 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 Section-III of Bidding Documents or any another form acceptable to the Purchaser.
- 37.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 36.2 or ITB Clause 37.1 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.

**38. Purchase Preference**

The Purchaser reserves the right to give purchase preference to the Micro and Small Scale Enterprises as per the policies of Govt. of India in vogue. For availing this preference, the bidder should submit documents as per Clause 29.6.

**39. Integrity Pact**

- 39.1 The Bidder/Supplier is required to enter into an Integrity Pact with the Purchaser, in the Format at Sample Forms provided in Section VI. The Integrity Pact enclosed in Section-VI, will be signed by RITES for and on behalf of Purchaser as its Agent/Power of Attorney Holder at the time of execution of Agreement with the successful Bidder. While submitting the Bid, the Integrity Pact shall be signed by the duly authorized signatory of the Bidder/Lead Member of JV.
- 39.2 In case of any contradiction between the Terms and Conditions of the Bid Document and the Integrity Pact, the former will prevail.

Name and Address of the Independent External Monitor (In case value of contract is Rs.10 crores or more): Shri B. S. Minhas, A-29, Bhairon Marg, Hanuman Nagar, Jaipur-302021

Name, Designation and Address of RITES" Liaison Officer (in case value of contract is less than Rs.10 crores): Shri Y. K. Sharma, GM/CP

**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, i.e. MPRNL Project, Ministry of Agriculture & Farmer's Welfare, Govt of India, New Delhi (acting through RITES Ltd);
- (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 of Notice of Award.
- (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 eight (28) days after the Supplier's receipt of Notification of Award, the Supplier shall furnish performance security to the Purchaser for an amount of Ten Percent (10%) 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 issued by a reputed bank located in Purchaser's country or abroad acceptable to the Purchaser, and in the form provided in the Bidding Documents, (in case of Bank Guarantee issued by a Bank not located in the Purchaser's country, the same must be confirmed by any commercial bank operating in India); or
  - (b) A banker's cheque, certified cheque or crossed Demand Draft or Pay Order in favour of „RITES Ltd“, payable at New Delhi.
- 7.4 The performance security will be discharged by the purchaser and will be returned to the supplier promptly on completion of the Supplier's performance obligations under the Contract, including satisfactory working performance of all equipments up to the period of warranty specified 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 completion of Performance obligations including warranty obligations.

## **8. Inspections and Tests**

- 8.1 The Supplier shall get main equipment (GC-MS/MS / LC-MS/MS) inspected in manufacturer's works and submit detailed test reports for the same. He shall also provide, for each equipment, a Manufacturer's Quality certificate that the equipment conforms to specifications laid down in this Contract.
- 8.2 Goods shall not be dispatched/ shipped unless a satisfactory Manufacturer's Quality certificate, as above, has been issued in respect of those goods.
- 8.3 The consignee reserves the right to inspect the goods before acceptance. If the goods fail to meet the Contract specifications after their receipt at the Consignee's end, the supplier shall take immediate steps to remedy the deficiency or replace the defective component/equipment to the satisfaction of the Purchaser/consignee.
- 8.4 Pre-dispatch Inspection: The Purchaser or his representative may, at their option, inspect and/or test any or all items of the goods to confirm their conformity to the Contract, prior to dispatch from the manufacturer's/ supplier's premises. Such inspection and clearance will not prejudice the right of the consignee to inspect and test the equipment on receipt at destination.

## **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, 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) Package Number (vi) Equipment Serial No., (vii) Name & Address of the consignee (viii) "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 2010 edition of Incoterms published by the International Chamber of Commerce, Paris, as on date of tender opening.

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

**(a) Documents to be submitted for Claiming 80% payment:**

- (i) Original invoice indicating “Member Secretary MPRNL Project, Department of Agriculture Cooperation & Farmers Welfare, Ministry of Agriculture Cooperation and Farmers Welfare, Govt of India, New Delhi (acting through RITES Ltd)” as Purchaser, contract number, description of goods, quantity, unit price, taxes, duties and total amount. The invoice must be signed in original and stamped or sealed with the Company stamp / seal;
- (ii) Copy of Airway Bill marked freight prepaid; (if applicable)
- (iii) Copy of Packing list identifying contents of each package;
- (iv) Copy of Overseas Insurance certificate (if applicable);
- (v) Proof of payment of Customs Duty (if applicable),
- (vi) Copy of Inland Insurance certificate;
- (vii) Copy of Manufacturer’s Quality certificate and copy of internal test reports for GC-MS/MS & LC-MS/MS;
- (viii) Copy of Manufacturer’s warranty certificate(s) covering all items supplied;
- (ix) Certificate of origin for GC-MS/MS & LC-MS/MS,
- (x) Original Proof of Despatch like Lorry Receipt / Lorry Challan / Railway Receipt for transport services within India showing delivery upto final destination as stated in the Contract,
- (xi) Original Acknowledgement of Receipt of Goods, duly signed and stamped by the Consignee (Format attached in Section-VI).
- (xii) Copy of notification of the tax authority in support of rate of tax indicated in invoice (Customs tariff and GST as applicable).
- (xiii) Any other / additional procurement specific documents as required for delivery / payment purpose
- (xiv) Supplier’s Affidavit on Stamp Paper as per format given in Section VI.

Note: All the above documents should be submitted as Original + 02 sets of copies.

**(b) Documents to be submitted for Claiming 20% payment:**

- (i) Copy of original Invoice indicating “Member Secretary MPRNL Project, Department of Agriculture Cooperation & Farmers Welfare, Ministry of Agriculture & Farmer’s Welfare, Govt of India, New Delhi (acting through RITES Ltd)” as Purchaser, contract number, description of goods, quantity, unit price, taxes, duties and total amount. The invoice must be signed in original and stamped or sealed with the Company stamp / seal;
- (ii) Original Final Acceptance Certificate duly signed and sealed by the Consignee (Format attached in Section-VI).
- (iii) Copy of Manufacturer’s warranty certificate(s) covering all items supplied;
- (iv) Supplier’s Affidavit on Stamp Paper as per format given in Section VI.

Note: All the above documents should be submitted as Original + 02 sets of copies.

**(c) Documents to be submitted to Consignee at the time of delivery of Goods:**

The Supplier should intimate the Consignee at least 10 days in advance before the dispatch of Goods, the expected date of arrival of Goods alongwith quantity of Goods.

Alongwith each consignment the Supplier should provide the Consignee one set of the documents mentioned below :-

- (i) Copy of Notification of Award
- (ii) Copy of Invoice indicating “Member Secretary MPRNL Project, Department of Agriculture Cooperation & Farmers Welfare, Ministry of Agriculture & Farmer’s Welfare, Govt of India, New Delhi (acting through RITES Ltd)” as Purchaser, contract number, description of goods, quantity, unit price, taxes, duties and total amount. The invoice must be signed in original and stamped or sealed with the Company stamp / seal.
- (iii) Copy of Packing list identifying contents of each package
- (iv) Original Manufacturer’s Quality certificate and internal test reports for GC-MS/MS & LC-MS/MS;
- (v) Original Manufacturer’s warranty certificate(s) covering all items supplied;

**11. Insurance**

11.1 The Goods to be supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture, or acquisition / transportation / storage and delivery in the manner specified below.

11.2 The insurance shall be for an amount equal to 110 percent of the CIP-Consignee Destination value of the Goods from “Warehouse to warehouse (consignee destination)” on “All Risks” basis including War Risks and Strikes. The Purchaser shall be the beneficiary.

11.3 The Supplier shall arrange and pay for insurance.

11.4 The Purchaser shall be the beneficiary.

**12. Transportation**

12.1 As the Supplier is required under the Contract to deliver the Goods on 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 listed in the schedule of requirement. The costs of the same shall be included in the Contract Price.

**14. Spare Parts**

14.1 Supplier shall carry sufficient inventories of spare parts to ensure ex-stock supply of all spares during Warranty period.

**15. Warranty**

- 15.1 The Supplier shall warrant that the Goods supplied under this Contract are new, unused, and that 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 **60 months** from the date of completion of supply, installation and completion of all incidental services OR **62 months** from the date of delivery in case the installation & all incidental services cannot be completed within 02 months from the date of delivery on account of the Consignee. Warranty should include all spares parts, electronic parts & boards, hardware consumables like PM kits, generator, UPS, Batteries etc. Conditional warranty will not be acceptable.
- 15.3 The Consignee shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice (under Clause 15.3), the Supplier shall within one week repair or replace the defective goods or parts thereof, free of cost at the Consignee's premises. The maximum response time for a maintenance complaint from any of the destination specified in the schedule of requirements shall not exceed 48 hours. 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.
- 15.5 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 continued till the end of warranty of the equipment.
- 15.6 Software Upgrades / Updates: Any software upgrades / updates / revisions / new-versions will be provided free of cost by the supplier during the warranty period.

- 15.7 If the Supplier, having been notified, fails to remedy the defect(s) within one week of such notice 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.

## **16. Payment**

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

- (i) **On Delivery:** Eighty (80) percent of the Contract price shall be paid within sixty (60) days of delivery of goods and submission of documents as specified in GCC Clause 10. Payment will be made by Electronic Transfer to the Supplier's nominated Bank;
- (ii) **On Final Acceptance:** The remaining twenty (20) percent of the Contract price shall be paid within thirty (30) days of final acceptance of goods by the Consignee and submission of documents as specified in GCC Clause 10. Payment will be made by Electronic Transfer to the Supplier's nominated Bank.
- (iii) **Custom Duty** shall be paid in Indian currency on submission of documentary evidence,
- (iv) **GST** will be paid in Indian currency on submission of documentary evidence.

## **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 Assignment of the contract is not allowed 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 and its accessories like UPS etc.

## **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 delivery schedule specified by the Purchaser in its Schedule of Requirements.
- 22.2 If at any time during the performance of the Contract, the Supplier 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 delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 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.
- 28.2 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 email or facsimile and confirmed in writing to the purchaser's address specified below:

Group General Manager/MSM  
RITES Ltd., MSM Division, RITES Bhawan-II,  
4<sup>th</sup> Floor, Plot No.144, Sector 44,  
Gurgaon-122003 (Haryana), India  
Fax: 91(124)2571659/2571660  
Tel: 91(124) 2728-405/409/410  
Email: rites\_pusa@rediffmail.com

- 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 Custom Duty shall be paid in Indian currency on submission of documentary evidence, only on the Foreign goods. GST will be paid in Indian currency.
- 33.3 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.
- 33.4 Statutory variation in Custom Duty and GST on finished product will be on purchaser's account.

- 33.5 The purchaser shall not be liable to any claim on account of fresh imposition and/or increase of Custom Duty and GST on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the currency of the contract.

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

**SECTION – IV****SCHEDULE OF REQUIREMENTS****I. Schedule-wise Quantity and Bid Security**

Sch No.	Item Description	Qty. (in Nos.)	Bid security (in INR)	Bid security (in USD)
I	GC-MS/MS with Triple Quadrupole System	15	33,75,000.00	52,750.00
II	LC-MS/MS with Triple Quadrupole System	14	56,00,000.00	87,500.00
<b>Total</b>			<b>89,75,000.00</b>	<b>140,250.00</b>

**II. Schedule for Delivery of Goods and completion of Incidental services**

Delivery of Goods and all Incidental services must be completed as per timeline given below:-

Sch No.	Lot-1	Lot-2
I	Within 60 days from date of NOA	Within 91 - 150 days from date of NOA
II	..do..	..do..

**III. Delivery Terms:** CIP Consignee Destination. (Consignee details are indicated in the list attached).

**IV. Incidental Services**

- a) The supplier will be responsible for Installation & Commissioning of the equipment at Consignee's premises.
- b) The supplier will deliver all brochures, operation and maintenance manuals for the equipment to each consignee.
- c) The company should perform IQ, PQ and OQ tests with documentation at the time of installation.
- d) Train requisite personnel at each location in operating the equipment, to the satisfaction of the Consignee.
- e) Supply of any tools required for assembly and/or maintenance of the supplied goods;

**CONSIGNEE ADDRESS & QUANTITY DISTRIBUTION (Final Destination)**

S.No.	Address of Consignee	Name of Contact Person with Phone No. and E-mail	Schedule-I GC-MS/MS with Triple Quadrupole System			Schedule-II LC-MS/MS with Triple Quadrupole System		
			Lot I	Lot II	Total	Lot I	Lot II	Total
1	The Network Coordinator, ICAR-All India Network Project on Pesticide Residues, Room No. 203, B-2 Block, LBS Building, ICAR-Indian Agricultural Research Institute, New Delhi - 110012	Dr. K.K. Sharma 9868510292 <a href="mailto:kksaicrp@yahoo.co.in">kksaicrp@yahoo.co.in</a>	1	0	1	1	0	1
2	The Deputy Director, Regional Plant Quarantine station, Ministry of Agriculture, (Department of Agriculture & Co-operation), Haji Bunder Road, Sewri, Mumbai-400015	<a href="mailto:rpqfstm@nic.in">rpqfstm@nic.in</a>	1	0	1	1	0	1
3	The Deputy Director, Regional Plant Quarantine station, Ministry of Agriculture, (Department of Agriculture & Co-operation), G.S.T Road, (Near Trident Hotel), Meenambakkam, Chennai - 600027	044-22323888/22347488 <a href="mailto:rpqfsc@nic.in">rpqfsc@nic.in</a>	1	0	1	1	0	1
4	The Deputy Director, National Plant Quarantine Station, Rangpuri, New Delhi - 110037	011-26138362 <a href="mailto:ppocmprnl@gmail.com">ppocmprnl@gmail.com</a>	1	0	1	1	0	1
5	The Residue Analyst, AINP on Pesticide Residues, Dept. of Entomology, Dr. Y.S.P. Univ. of Horticulture & Forestry, Nauni, Solan - 173 230 (H.P.)	Dr. J.K.Dubey 9418116150 <a href="mailto:jkdubey14@yahoo.com">jkdubey14@yahoo.com</a>	1	0	1	1	0	1
6	The Residue Analyst, AINP on Pesticide Residues, Dept. of Entomology, Punjab Agricultural University, Ludhiana - 141004 (Punjab)	Dr. Smriti Sharma 09872524090 <a href="mailto:smritisharma80@pau.edu">smritisharma80@pau.edu</a>	1	0	1	1	0	1
7	The Residue Analyst, AINP on Pesticide Residues, Dept. of Entomology, Mahatma PhuleKrishiVidyapeeth, Rahuri - 413 722 (Maharashtra)	Dr. C.S.Patil 9922061475 <a href="mailto:cspatils@rediffmail.com">cspatils@rediffmail.com</a>	1	0	1	1	0	1
8	Project-in-charge, AINP on Pesticide Residues, Division of Soil Sci. & Agril. Chemistry, IIHR, Hessaraghatta Lake Post, Bangalore - 560 089 (Karnataka)	Dr. Soudamini Mohapatra 9448226454 <a href="mailto:smpanda@iihr.res.in">smpanda@iihr.res.in</a>	1	0	1	1	0	1
9	The Residue Analyst, Professor and Officer-in-charge, AINP on Pesticide Residues, Directorate of Research, Research Complex Building, Kalyani, Nadia-741 235	Dr. Rajib Karmakar 8389817959 <a href="mailto:rajibc183@rediffmail.com">rajibc183@rediffmail.com</a>	1	0	1	1	0	1
10	The Residue Analyst, AINP on Pesticide Residues Rajasthan Agriculture Research Institute, (SKN Agricultural University, Jobner), Durgapura, Jaipur - 302 018 (Rajasthan)	Dr. A. R. K. Pathan 9928348095 <a href="mailto:arkpathan@gmail.com">arkpathan@gmail.com</a>	1	0	1	1	0	1
11	Project In-charge, MPRNL, Pesticide Residue Laboratory, Institute of Pesticide Formulation Technology (IPFT), Sector - 20, UdyogVihar, Gurgaon - 122 016	Dr. Lalitesh Thakur 9868721652 <a href="mailto:thakurk1964@rediffmail.com">thakurk1964@rediffmail.com</a>	0	1	1	0	1	1
12	Project In-charge, MPRNL, Pesticide Residue Laboratory, National Institute of Occupational Health, P.B. No. 2031, Meghani Nagar, Ahmedabad - 380 016	Dr. Sivaperumal 9904721778 <a href="mailto:sivaperum2003@yahoo.co.in">sivaperum2003@yahoo.co.in</a>	0	1	1	0	1	1

13	Project In-charge, MPRNL, Western Region Referral Laboratory, Department of Veterinary Public Health, Bombay Veterinary College, Parel, Mumbai - 400 012	Dr. R.J.Zende 09969625744/091674237 54 <a href="mailto:ravindrazende@gmail.com">ravindrazende@gmail.com</a>	0	1	1	0		0
14	Project In-charge, MPRNL, Joint Director & Quality Manager (QC Lab), MPEDA, MPEDA House, Panampilly Avenue, Post Box No. 4272, Kochi - 682 036, Kerala	Mrs. Asha C. Parameswaran 9447718737 <a href="mailto:asha@mpeda.gov.in">asha@mpeda.gov.in</a>	0	1	1	0		0
15	Project In-charge, MPRNL, Principal Scientist, Pesticide Toxicology Laboratory, Indian Institute of Toxicology Research Mahatma Gandhi Marg Post Box No. 80, Lucknow-226 001 (U.P)	Dr. SheelendraPratap Singh 8052427555 <a href="mailto:shiluljuly@gmail.com">shiluljuly@gmail.com</a>	0	1	1	0	1	1
16	Project In-charge, MPRNL, Analytical Instrumentation Division, Pesticide Residue Laboratory, National Environmental Engineering Research Institute, Nehru Marg, Nagpur - 440 020	Dr. Kavita Gandhi 9822082027 <a href="mailto:kn_gandhi@neeri.res.in">kn_gandhi@neeri.res.in</a>	0	0	0	0	1	1
<b>Total Quantity</b>			<b>10</b>	<b>5</b>	<b>15</b>	<b>10</b>	<b>4</b>	<b>14</b>

## **SECTION V. TECHNICAL SPECIFICATIONS**



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

**Schedule-I : GC-MS/MS with Triple Quadrupole System**

<b>GAS CHROMATOGRAPH (GC) SPECIFICATIONS</b>	
<b>Temperature range</b>	Ambient +4°C to 450°C
<b>Temperature programmed ramps</b>	20 ramps or more
<b>Cool down rate</b>	Should be less than 4.5 minutes for GC oven Temperature of 400 – 50 Degree C.
	GC should have provision of EPC / EFC/PPC for all the pneumatic parameters with Pressure Range of 150 psi for use of wide variety of Capillary columns with resolution of 0.001 psi.
<b>Retention Time Repeatability</b>	Should be <0.008% or < 0.0008 min
<b>Area repeatability</b>	< 1% RSD
<b>Temperature set-point resolution</b>	0.1 °C
<b>Ambient temperature reject</b>	<0.01°C change in oven for 1°C change in ambient temp
	Should also have facility for N <sub>2</sub> cooling (up to -100°C)
<b>Back flush facility</b>	GC should be configured with PTV with Back flush option for faster Analysis
<b>Temperature range</b>	450°C
<b>Temperature ramps</b>	10
<b>Maximum Temperature range</b>	100°C / min
<b>Pressure Range</b>	Upto 100 psi or more
<b>Autosampler</b>	Auto Sampler for 2 ml capacity vials with minimum of 50 vials tray.
<b>MS / MS Specification</b>	
<b>QQQ Instrument</b>	System should be compact and offer highest sensitivity with working mass range (m/z) from 10 to 1050 amu or more  Should have auto-tune / manual tuning of analyzer.
<b>Ionization mode</b>	Electronic Ionization i.e. EI and should be made of solid non-coated inert material.  The system should be upgraded to Chemical Ionization (CI) mode in future, if required
<b>Ion Source</b>	Source temperature up to 350°C or more  Should have dual filament and  Electron energy should be in the range of 50 to 150 eV or more
<b>Resolution</b>	Should have be selectable and 0.7 to 2.5 amu or better using default tune settable.

<b>Turbo molecular pump</b>	Turbo molecular pumps should be more than 350 liters / sec or higher capacity for fast vacuum.  Total gas flow must be more than 6 ml/min or more.						
<b>Dwell time</b>	Should have minimum dwell time 0.5 msec or less  Scan rate more than 10,000 amu/sec or more  Should have 800 transitions per second or more						
<b>Analyzer</b>	Should have Scan, SIM, MRM mode, precursor scan mode and neutral scan mode as a standard feature.  Quadrupole should be made up of metallic rods or of monolithic quartz with gold plated quadrupole or better						
<b>Collision Cell</b>	Collision energy up to 60 eV or more						
<b>Detector</b>	Should be Electron Multiplier off axis						
<b>Performance Specification/ Sensitivity</b>	Performance Specification with capillary injector should be as given below OR better: <table border="1" data-bbox="550 891 1374 1178"> <thead> <tr> <th><i>Mode</i></th> <th><i>Test</i></th> <th><i>Specification</i></th> </tr> </thead> <tbody> <tr> <td>EI MRM Mode Sensitivity</td> <td>1 µl injection of 100fg Octafluoronaphthalene (OFN) for the for 272 &gt; 222 on a 30m GC-MS capillary column</td> <td>S/N ≥12,000:1 or more</td> </tr> </tbody> </table> <p>The Instrument Detection Limit (IDL) should be ≤ 0.5 fg or less with 8 successive/ sequential injections of 1 µl of 10 fg/ of Octafluoronaphthalene (OFN)</p> <p>The Sensitivity MRM Specs must be available on principal website and brochure</p>	<i>Mode</i>	<i>Test</i>	<i>Specification</i>	EI MRM Mode Sensitivity	1 µl injection of 100fg Octafluoronaphthalene (OFN) for the for 272 > 222 on a 30m GC-MS capillary column	S/N ≥12,000:1 or more
<i>Mode</i>	<i>Test</i>	<i>Specification</i>					
EI MRM Mode Sensitivity	1 µl injection of 100fg Octafluoronaphthalene (OFN) for the for 272 > 222 on a 30m GC-MS capillary column	S/N ≥12,000:1 or more					
<b>System Software</b>	Should be latest, original and licensed from manufacturer with data acquisition, data handling and reporting from the same as per 21 CFR Compliance. During the warranty period, the supplier shall provide, the original version of any updates to the system software / new software launched at no extra cost.						
<b>Library</b>	Original licensed version of NIST 2014 of latest version and the latest pesticide library/ MRM database for at least 500 pesticides and contaminants						
<b>PC and Printer</b>	Branded and compatible desktop PC with original preloaded software should be quoted and laser colour printer should be quoted.						
<b>UPS</b>	Reputed branded 10 KVA UPS with 3 hr backup should be quoted having 26 batteries of 100 AH maintenance free for smooth & full load for sample analysis.						

<b>Accessories</b>	<b>Columns:</b> 2 numbers of HP-5MS column or equivalent (25-micron x .25 mm, 30 meter)
	<b>Vials:</b> Vials for auto sampler (2 ml) with caps and septa: 1000 numbers Vials for auto sampler (washing) with caps and septa: 50 numbers
	<b>Septa:</b> Septa for washing vials: 50 numbers Injector septa: 500 numbers
	<b>Ferrules:</b> Ferrules for column: 10 numbers
	<b>Liners:</b> Liners for injector: 10 numbers for PTV
	<b>Gas purification panel:</b> Gas purification panel for required gases with trap from reputed company preferably from supplier of instrument with required SS tubing (approx.. 200 ft)
	<b>Gas purification traps:</b> Additional two traps for hydrocarbon, moisture and oxygen
	Injector syringes: 10 number injector syringes
	Filament: Mass filament 10 number
	PSA: 2 Kg
<b>Warranty</b>	As per GCC Clause 15.
<b>Qualification Tests</b>	The company should perform IQ, PQ and OQ tests with documentation at the time of installation
<b>Calibration</b>	The company should bring the calibration kit and perform the annual calibration of the equipment during the warranty period.

**Schedule-II : LC-MS/MS with Triple Quadrupole system**

<b>Solvent Delivery System</b>	System should have ultra-high performance Quaternary Pump with inbuilt on-line vacuum degasser. Flow Range: 0.01 – 2.0 ml/min or better Operating Pressure: 0-15000 Psi at 1 ml/min Flow Rate Precision: 0.08% RSD.
<b>Autosampler</b>	Standard Sample Capacity: Minimum 80 vials of 1.5 ml or 2 ml capacity of better Temperature Control Range: 4 – 40 deg. C Standard Injection Range: 1 – 50 ul or better Carry over should be less than 0.005%
<b>Column Heater</b>	Range: Column Heater: Ambient plus 5 °C to 80 °C or better
<b>MS/MS System</b>	Should be Quadrupole based system with combined/ multimode ESI and APCI capable of carrying out MS and MS/MS experiment.  Mass Range: 16 amu to 2000 amu or better
<b>System tuning</b>	Should have auto tune or manual tune system and orifice design for low maintenance
<b>Detector</b>	Should be electron multiplier tube (EMT) detector or photomultiplier tube (PMT).
<b>Resolution</b>	Unit Mass Resolution in both Q1 and Q3
<b>Electronics</b>	Polarity switching switch from positive to negative polarity Should be 50 milli second or less
<b>Mass Stability</b>	0.1 Da over a period of 24 hours
<b>Scan Speed</b>	15000 amu/sec or better
<b>MS interface</b>	Should have Orifice with heated desolvation gas more than 350°C.
<b>Ionization source</b>	ESI and APCI source must be quoted as standard part of the system.
<b>Collision Cell</b>	Should be capable of doing MRM analysis for optimal high data acquisition rate with no cross talk in collision cell. Dwell time not more than 1 milli second.
<b>Sensitivity</b>	Should have positive Electron Spray ionization (ESI) multiple reaction monitoring (MRM) and minimum S/N ratio of 1,50,000: 1 for 1 pg on column injection of reserpine. The sensitivity specifications must be available on the website of the manufacturer and official specification sheet of the principal company. Performance specifications will not be entertained. The performance as quoted must be demonstrated during installation.  The negative Electron Spray ionization (ESI) mode should also give the minimum S/N ratio of 1,00,000: 1 for 1 pg on column injection of

	chloramphenicol.
<b>Scan Modes</b>	Should be capable of performing MS Scan, MS/MS Product Ion Scan, SIM, MRM, Neutral loss/gain scan, Precursor Ion Scan. Should also be capable of advanced scan mode with simultaneous Full Scan MS and MRM for non-target screening
<b>Syringe pump</b>	Should have built in syringe pump.
<b>Computer and Software</b>	Latest PC with preloaded software and laser colour printer. Quote database for minimum 1000 contaminants including pesticide, antibiotics, mycotoxins etc. pertaining to their Molecular formula, mono isotopic mass, parent ion, collision energy, product ion, Rt, Sensitivity, ion ratio etc. Original company licensed latest software having capabilities to perform the following functions. A) Automated calibration and quantitative optimization. B) Perform alternating Positive/Negative scans in one run. C) Automated quantitation and reporting of acquired samples.  During the warranty period, the supplier shall provide the original version of any updates to the system software / new software launched at no extra cost.
<b>Gas Generator/ Gas Cylinder</b>	A suitable extremely low noise and vibration free gas N2 generator with built in air compressor One-time supply of filled cylinder of any other required gas, with regulator required for functioning of Mass Spectrometer
<b>Accessories</b>	Suitable On-Line 10 KVA UPS, 26 numbers, 100 AH batteries with 2 hr back up with full load Should quote 5000 vials for Auto-sampler Quote UPLC C-18 columns: 10cm × 2.1mm, sub 2 microns (2 nos.) 10cm × 4.6mm, 3-3.5 microns (2 nos.) Along with guard cartridge and guard column (2 each for both columns)
<b>Warranty</b>	As per GCC Clause 15.
<b>Qualification Tests</b>	The company should perform IQ, PQ and OQ tests with documentation at the time of installation
<b>Calibration</b>	The company should bring the calibration kit and perform the annual calibration of the equipment during the warranty period.

NOTES:

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.
3. The **claim** of the technical specifications made by the company should be available on the principle's website and printed brochure.
4. Please provide all the relevant document, catalogues/brochures etc. of the above technical specifications and technical compliance statement.

**SECTION VI**  
**SAMPLE FORMS (BID FORM, PRICE SCHEDULES AND OTHER FORMATS)**

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## 1. Bid Form

Date: [ insert: **date of bid** ]  
[ Purchaser specify: "IFB No.: [ number ]" ]  
[ insert: **name of Goods** ]

To: [ Purchaser insert: **Name and address of Purchaser** ]

Dear Sir or Madam:

Having examined the Bidding Documents, including Addenda Nos. [ insert numbers ], the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Contract in full conformity with the said Bidding Documents **for the total sum quoted in the financial bid** (hereinafter called "**the Total Bid Price**") or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached with the Financial Bid and are made part of this bid.

We undertake, if our bid is accepted, to deliver the Goods in accordance with the delivery schedule specified in the schedule of requirements.

If our bid is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the Bidding Documents.

We agree to abide by this bid, for the Bid Validity Period specified in Clause 17.1 of the ITB and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any bid you may receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this bid, and to contract execution if we are awarded the Contract, are listed below:

Name and Address of Agent	Amount in Indian Rupees	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
(if none, state "none")		

We confirm that we comply with the eligibility requirements as per ITB clause 3 of the bidding documents.

We understand that you are not bound to accept the lowest or any bid you may receive.

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

Signed:

In the capacity of [ insert: **title or position** ]

Duly authorized to sign this bid for and on behalf of [ insert: **name of Bidder** ]

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**Price Schedule**

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
Schedule No.	Item Description	Unit	Currency	Quantity offered	Per Unit Price (Ex-factory Ex-warehouse Ex-showroom Off-the-shelf) / (CIP price at port of landing in case of imports)	Total Price (Ex-factory Ex-warehouse Ex-showroom Off-the-shelf) / (CIP price at port of landing in case of imports)	Custom Duty, if any (In %)	Total Custom duty, if any	Per Unit inland transportation, inland insurance & other incidental charges, if any	Total inland transportation, inland insurance & other incidental charges, if any	GST (In %)	Total GST	Total price	Total price in words	Name of manufacturer	Country of origin
						(a) = (5) x (6)		(b)=(a) x (8)		(c) = (5)x (10)		(d)=(a+b+c) x (12)	(e)=(a+b+c+d)			
Schedule No. 1																
Schedule No. 2																

**Terms and Conditions**

- (a) In case of discrepancy between unit price and total price, the unit price shall prevail.  
(b) In case of discrepancy between price quoted in figure and words, price in words, shall prevail.  
(c) We hereby declare that in quoting in our price, we have taken into account the entire credit on input taxes available under GST.  
(d) The bidder shall quote in the currencies provided in the e-procurement portal.

**Note: This is only a specimen, Columns are NOT to be filled here. They are only to show structure. Actual price to be quoted ONLY in the e-price bid online.**

**BID SECURITY FORM**

Date: [ insert: **date** ]  
IFB: [ insert: **name and number of IFB** ]  
Name of Goods: [ insert: **name of Goods** ]

To: [ insert: **name and address of Purchaser** ]

WHEREAS [ insert: **name of Bidder** ] (hereinafter called “the Bidder”) has submitted its bid dated [ insert: **date of bid** ] for the performance of the above-named Contract (hereinafter called “the Bid”)

KNOW ALL PERSONS by these present that WE [ insert: **name of bank** ] of [ insert: **address of bank** ] (hereinafter called “the Bank”) are bound unto [ insert: **name of Purchaser** ] (hereinafter called “the Purchaser”) in the sum of: [ insert: **amount** ], 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 [ insert: **number** ] day of [ insert: **month** ], [ insert: **year** ].

THE CONDITIONS of this obligation are the following:

1. If, after the bid submission deadline, the Bidder
  - (a) withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form, or
  - (b) does not accept the Purchaser’s corrections of arithmetic 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 sign the Contract Agreement when required; or
  - (b) fails or refuses to issue the performance security in accordance with the Instructions to Bidders.
  - (c) In case of any false, incorrect or misleading information provided in the bid.

We undertake to pay to 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 any one of the two above-named conditions, and specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including [ insert: **the date that is 45 days after the period of bid validity** ], and any demand in respect thereof must reach the Bank not later than the above date.

For and on behalf of the Bank

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

in the capacity of: [ insert: **title or other appropriate designation** ]  
Common Seal of the Bank

**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) Instruction to bidder
  - (c) General Conditions of Contract
  - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
  - (e) The Supplier's Bid and original Price Schedules
  - (f) The Schedule of Requirements
  - (g) 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:.....

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

in the presence of:.....

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**PERFORMANCE SECURITY BANK GUARANTEE**

(unconditional)

Date: [ *insert: date* ]  
IFB: [ *insert: name or number of IFB* ]  
Contract: [ *insert: name or number of NOA/Contract* ]

To: [ *insert: name and address of Purchaser* ]

Dear Sir or Madam:

We refer to the Contract Agreement (“the Contract”) signed on [ *insert: date* ] between you and [ *insert: name of Supplier* ] (“the Supplier”) concerning the supply and delivery of [ *insert: a brief description of the Goods* ]. By this letter we, the undersigned, [ *insert: name of bank* ], a bank (or company) organized under the laws of [ *insert: country of bank* ] and having its registered/principal office at [ *insert: address of bank* ], (hereinafter, “the Bank”) do hereby jointly and severally with the Supplier irrevocably guarantee payment owed to you by the Supplier, pursuant to the Contract, up to the sum of [ *insert: amount in numbers and words* ]. This guarantee shall be reduced or expire as provided for by GCC Sub-Clause 8.4.

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by your duly authorized officer declaring the Supplier to be in default under the Contract and without cavil or argument any sum or sums within the above-named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Supplier to dispute or question such demand. Our liability under this Letter of Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed under this Letter in respect of any demand duly made under this Letter prior to expiry of this Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This Letter of Guarantee shall be valid from the date of issue until the date of expiration of the guarantee, as governed by the Contract. Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation. Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made under this Letter after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed under this Letter, whichever is the earlier. All notices to be given under this Letter shall be given by registered (airmail) post to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

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

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released, or discharged by mutual agreement between you and the Supplier, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notice to us and without the necessity for any additional endorsement, consent, or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event, or condition that by any applicable law should operate to discharge us from liability hereunder shall have any effect, and we hereby waive any right we may have to apply such law, so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

For and on behalf of the Bank

Signed: \_\_\_\_\_  
Date: \_\_\_\_\_  
in the capacity of: [ *insert: title or other appropriate designation* ]  
Common Seal of the Bank

(Please see Clause ITB 5.2 (a) of Instructions to Bidders)

**MANUFACTURERS' AUTHORIZATION FORM**

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are legally binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the **ITB**.]*

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

IFB No.: *[insert number of bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

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

We hereby extend our full guarantee & warranty in accordance with Clause 15 of the General Conditions of Contract, with respect to the Goods offered by the above firm against this 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.

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

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

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

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

*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.*

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

(Please see Clause 5) of Instruction to Bidders)

IFB No. \_\_\_\_\_ Date of opening Time \_\_\_\_\_ Hours \_\_\_\_\_  
 Name of the Firm \_\_\_\_\_

Sl. No	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		
	1	2	3	4	5	6	7	8

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

(Countersigned by Chartered Accountant/CPA)

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

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

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

\*-NOTE:

- (1) Client's certificate in support of satisfactory completion of above contracts should be submitted with the bid.
- (2) The Bidder shall furnish an Affidavit confirming that the above performance statement given is correct.

**ACKNOWLEDGEMENT OF RECEIPT OF GOODS**

No.

Dated:

This is to certify that the goods as detailed below have been received in good condition along with all accessories in accordance with the conditions of the contract and amendment, if any.

Purchaser : MPRNL Project, Deptt of Agriculture Cooperation and Farmers Welfare, Ministry of Agriculture & Farmers Welfare, Govt of India, New Delhi (acting through RITES Ltd)”

Contract (NOA) No. & Date :

Invoice No. & Date :

Description of the Goods : \_\_\_\_\_

Qty. supplied (in Unit) : \_\_\_\_\_Unit \_\_\_\_\_

Date of delivery of consignment at consignee’s site : \_\_\_\_\_

Name of supplier :

Outstanding/ dues with the Supplier as per PO & amendment, if any : \_\_\_\_\_

Signature of Consignee.

Countersigned  
With office seal

Name : \_\_\_\_\_  
Designation : \_\_\_\_\_  
Phone No. : \_\_\_\_\_  
Email ID : \_\_\_\_\_  
**Office Seal:**

**Distribution: -**

1. To Supplier
2. The Member Secy., MPRNL Project, IARI New Delhi.
3. MSM Division, RITES Ltd., RITES Office Complex - 2, 4<sup>th</sup> Floor, Plot No. 144, Sector-44, Gurgaon – 122003 (Haryana). (Fax: 0124- 2571659) (Email: rites\_pusa@rediffmail.com).

(to be issued by the Consignee in three copies with signatures in ink and seal/stamp)  
(Please also send scanned copy by email to RITES Ltd)



**FINAL ACCEPTANCE CERTIFICATE**

(for claiming Balance 20% payment)

No.

Dated:

1. **Contract Notification of Award No.** :
2. **Invoice No. & date** :
3. **Goods Supplied** :
4. **Quantity Supplied** : \_\_\_\_\_ Unit \_\_\_\_\_
5. **Purchaser** MPRNL Project, Deptt of Agriculture Cooperation and Farmer's Welfare, Ministry of Agriculture & Farmers Welfare, Govt of India, New Delhi (acting through RITES Ltd)"
6. **Supplier** :
7. **Date of Final acceptance** :

**CERTIFICATE**

We confirm having received \_\_\_\_\_Nos. equipment\_\_\_\_\_ in good condition along with all standard accessories in accordance with the above Contract. The same has been installed, successfully commissioned and accepted.

Incidental services as specified in Schedule of Requirements of the contract have been provided by the Supplier. Training has been completed.

Remarks (if any):

Signature of Consignee.

Countersigned  
With Seal

Name : \_\_\_\_\_  
Designation : \_\_\_\_\_  
Phone No. : \_\_\_\_\_  
Email ID : \_\_\_\_\_  
Seal:

**Distribution: -**

1. To Supplier
2. The Member Secy., MPRNL Project, IARI New Delhi.
3. MSM Division, RITES Ltd., RITES Office Complex - 2, 4<sup>th</sup> Floor, Plot No. 144, Sector-44, Gurgaon – 122003 (Haryana). (Fax: 0124- 2571659) (Email: rites\_pusa@rediffmail.com).

(to be issued by the Consignee in three copies with signatures in ink and seal/stamp)  
(Please also send scanned copy by email to RITES Ltd)

*AFFIDAVIT( On Stamp Paper)*

I \_\_\_\_\_ son/daughter of \_\_\_\_\_ resident of \_\_\_\_\_ solemnly undertake that I am an authorized signatory of M/s \_\_\_\_\_ (*insert name of the company with full address*) and I hereby undertake that the supplies for which payments are being made have been correctly made to the respective consignees. I take full responsibility for the correctness of the documents submitted for which the payment has been claimed. I further undertake that without prejudice to the rights of purchaser as per the contract, I shall be solely responsible if any of the document is found to be fake even to make good any loss suffered by the purchaser due to incorrectness of the documents submitted by us for claiming payment against invoice(s) no(s).\_\_\_\_\_ (*insert details of invoices for which payments are being claimed*) amounting to\_\_\_\_\_.

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

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

(Supplier full address)

Witness 1 \_\_\_\_\_

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

Witness 2 \_\_\_\_\_

Address \_\_\_\_\_

**Note:**

1. The affidavit is to be submitted on a non judicial stamp paper of Rs 100 /-(Rupee hundred) duly notarised and to be signed by the authorized signatory of the firm.
2. This affidavit is to be submitted along with the invoices at the time of claiming 80% payment.

*PROFORMA FOR OTHER DETAILS OF BIDDER, MANUFACTURER AND ITS BANK*

1. Name & full address of the Manufacturer:

2. (a) Telephone & Fax No Office /Works  
 (b) Telex No. Office/Works  
 (c) Telegraphic address:  
 (d) Email

3. Location of the manufacturing factory.

4. Name & full address of the Bidder

5. (a) Telephone/Mobile & Fax No Office/Factory/Works  
 (b) Telex No. Office/Works  
 (c) Telegraphic address:  
 (d) Email

6. Details of two Persons that RITES Ltd. may contact for requests for clarification during bid evaluation:

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

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

- (i) Name and address of the Bank:  
 (ii) For a foreign bank, name of correspondent Bank in India:  
 (iii) Name of the contact Person  
 (iv) Phone number/Mobile  
 (v) Fax Number  
 (vi) Email address

We hereby authorize the Purchaser to make independent enquiries about the bidder with the Bank, if required.

**Signature and seal of the Bidder**

## ***INTEGRITY PACT***

**Between**  
**RITES LTD. acting for and on behalf of and as an Agent / Power of Attorney Holder of**  
**\_\_\_\_\_ hereinafter called the "Purchaser" AND**  
**\_\_\_\_\_ hereinafter referred to as "The Bidder/Supplier"**

### **Preamble**

The Purchaser intends to award, under laid down organizational procedures, contract/s for \_\_\_\_\_. The Purchaser values full compliance with all relevant laws and regulations, and economic use of resources, and of fairness and transparency in his relations with the Bidder/s and/or Supplier/s.

In order to achieve these goals, the Purchaser will appoint an Independent External Monitor (IEM) who will monitor the Tender process and execution of the contract for compliance with the principles mentioned above.

### **Section 1 – Commitments of the Purchaser**

- (1) The Purchaser commits himself to take all measures necessary to prevent corruption and to observe the following principles:-
  1. No employee of the Purchaser, personally or through family members, will in connection with the tender or for the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  2. The Purchaser will, during the tender process, treat all Bidders with equity and reason. The Purchaser will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
  3. The Purchaser will exclude from the process all known prejudiced persons.
- (2) If the Purchaser obtains information on the conduct of any of his employees which is a criminal offence under the IPC (Indian Penal Code) /PC (Prevention of Corruption) Act, or if there be a substantive suspicion in this regard, the Purchaser will inform its Chief Vigilance Officer and in addition can initiate disciplinary action.

### **Section 2 – Commitments of the Bidder/Supplier**

- (1) The Bidder/Supplier commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  1. The Bidder/Supplier will not directly or through any other person or firm, offer, promise or give to any of the Purchaser's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2. The Bidder/Supplier will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions, to restrict competitiveness or to introduce cartelization in the bidding process.
  3. The Bidder/Supplier will not commit any offence under the relevant IPC/PC Act; further the Bidder/ Supplier will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Purchaser as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  4. The Bidder/Supplier will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder/ Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3-Disqualification from tender process and exclusion from future contracts**

If the Bidder/Supplier, before award or during execution has committed a transgression through a violation of Section 2 above, or in any other form such as to put his reliability or credibility in question, the Purchaser is entitled to disqualify the Bidder/Supplier from the tender process or take action as per the procedure mentioned in the "Guideline on banning of business dealing" annexed and marked as **Annexure "A"**.

### **Section 4- Compensation for Damages**

- (1) If the Purchaser has disqualified in terms of the provisions in Section 3, the Bidder/Supplier from the tender process prior to the award of contract, the Purchaser is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Purchaser has terminated the contract during execution in terms of the provisions under Section 3, the Purchaser shall be entitled to demand and recover from the Supplier the damages equivalent to Performance Security.

### **Section -5 Previous transgression**

- (1) The Bidder/ Supplier declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the Anti-Corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder/Supplier makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guideline on banning of business dealing".

### **Section -6 Equal treatment of all Bidders/Suppliers**

- (1) The Bidder/Supplier undertakes to demand from all partners (if permitted under the conditions/ clauses of the contract) a commitment to act in conformity with this Integrity Pact and to submit it to the Purchaser before signing the contract.

- (2) The Bidder/ Supplier confirms that any violation by any of his partners to act in conformity with the provisions of this Integrity Pact can be construed as a violation by the Bidder/Supplier himself, leading to possible Termination of Contract in terms of Section 4.
- (3) The Purchaser will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### **Section 7- Criminal charges against violating Bidders/Suppliers**

If the Purchaser obtains knowledge of conduct of a Bidder, Supplier or Partners, or of an employee or a representative or an associate of a Bidder, Supplier, which constitutes corruption, or if the Purchaser has substantive suspicion in this regard, the Purchaser will inform the same to its Chief Vigilance Officer.

#### **Section -8 Independent External Monitor/Monitors**

- (1) The Purchaser shall appoint competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and will perform his functions neutrally and independently. He will report to the MD/RITES Ltd.
- (3) The Bidder/Supplier accepts that the Monitor has the right of access without restriction to all Project documentation of the Purchaser including that provided by the Supplier. The Supplier will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Partners. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Supplier/Partners with confidentiality.
- (4) The Purchaser will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Purchaser and the Supplier. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices or has reason to believe that violation of the agreement by the Purchaser or the Bidder/ Supplier, has taken place, he will request the Party concerned to discontinue or take corrective action, or to take any other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner or refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the MD/RITES Ltd. within 8-10 weeks from the date of reference or intimation to him by the Purchaser and should the occasion arise, submit proposal for correcting problematic situations.
- (7) If the Monitor has reported to the MD/RITES Ltd. of a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD/RITES Ltd. has not, within reasonable time, taken visible action to proceed against such offender or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word Monitor would include both singular and plural.

**Section – 9 Pact Duration**

This pact begins when both parties have legally signed it. It expires for the Supplier when his Security Deposit is released on completion of the contractual obligation.

If any claim is made/lodged during this time the same shall be binding and continue to be valid despite the lapse of this pact specified above, unless it is discharged/determined by MD/RITES Ltd.

**Section 10 Other Provisions**

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction shall be as stated in the Contract Agreement.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Supplier is a partnership or a consortium, this agreement must be signed by the Partner in charge/ Lead Member nominated as being incharge and who holds the Power of Attorney signed by legally authorised signatories of all the partners/Members. The Memorandum of Understanding /Joint Venture Agreement will incorporate a provision to the effect that all Members of the Consortium will comply with the provisions in the Integrity Pact to be signed by the Lead Member on behalf of the Consortium. Any violation of Section 2 above by any of the Partners/Members will be construed as a violation by the consortium leading to possible Termination of Contract in terms of Section 3.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

RITES Ltd.  
Agent / Power of Attorney Holder

\_\_\_\_\_  
\_\_\_\_\_  
(For & on behalf of the Purchaser)

(For the Bidder/Supplier)

(Office Seal)

(Office Seal)

Place:.....

Date:.....

Witness 1:

(Name & Address) -----  
-----  
-----  
-----

Witness 2

(Name & Address) -----  
-----  
-----  
-----

*CHECK LIST*(All the pages of the bid should be Serial Numbered & signed/initialled)

Sl. No.	Activity	Yes/No/NA	Page No. in the Bid
1	(a) <b>Bid Security</b> for required amount		
	(b) Bid Security in the form of		
	(i) Bank Guarantee as per format in Bidding document		
	(ii) Draft or Banker's cheque issued by Nationalised bank		
	(c) Validity Date of Bid Security (Valid upto 45-days beyond the bids validity) as specified in ITB Clause 17)		
	(d) Amendment in Bid Security ( if any)		
2	The Bank details from where the Bank Guarantee has been issued along with Phone, fax numbers and email Ids.		
	For Bank Guarantee issued by a Bank from outside India the details of the correspondent Bank in India should be provided. ITB 18		
3	(a) <b>Bid Form</b> duly completed and signed		
	(b) <b>Power of Attorney</b> in favour of the signatory		
4	The <b>manufacturer's authorization</b> form as specified in Section VI		
5	Documents Establishing Bidder's Eligibility and Qualifications (ITB 3)		
(a)	<b>Certificate of incorporation</b> of Manufacturer		
(b)	Performance statement as per required Proforma, along with copies of purchase order and clients certificate. Also submit affidavit.		
(c)	Furnish documentary evidence (Client's certificate) in support of the satisfactory operation of the goods.		
(d)	The legal status, place of registration and principal place of business of the company or firm or partnership, etc.;		
(e)	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 Goods within the specified time of completion after meeting all their current commitments.		
(f)	Reports on financial standing of the bidder such as profit and loss statements, balance sheets and auditor's report for the past five years, bankers certificate, etc. The latest profit and loss statement should be of financial year 2016-17 or calendar year 2017 as the case may be.		
(g)	The list of recommended spare parts		
(h)	List of Service centres along with complete addresses and contact numbers		



Sl. No.	Activity	Yes/No/NA	Page No. in the Bid
6	Undertaking that the firm is not blacklisted		
7	No deviation statement on technical specification		
8	Check list of technical specification		
9	(a) Agreement with all terms and condition of the bid document		
	(b) If no, have you indicated deviations		
10	(a) Bid Price in the appropriate Proforma		
	(b) Conditional or unconditional discount mentioned in the bid (if any)		
11	Undertaking as per clause ITB 5.3 (3) regarding adverse action		
12	(a) The bidder shall provide an undertaking as per Clause ITB 5.3 (4) regarding non-persecution of directors.		
	(b) Undertaking that the firm does not employ a government servant, who has been dismissed or removed on account of corruption.		
13	Performa for other details of Bidder, Manufacturer and its Bank		
14	Performa for Integrity Pact		
15	The following details shall be provided by Indian Bidders:		
	a. Name, address, PAN. and Income Tax details(ward/circle where they are being assessed) of the Directors of the Bidding Company.		
	b. Company's PAN and Income Tax details and ward/circle where it is being assessed,		
	c. Registration details of the company under GST and other laws as may be applicable and also duties and tax clearance certificate. <i>(if foreign bidder, only submit a certificate that the bidder is foreign bidder)</i>		
16	MSE bidders must submit relevant Registration certificate(s)		
	Are you a MSE owned by a SC/ST (If yes, please submit documents in support)		