

**Common Facility Centre for
MAHESHPUR HANDLOOM & HANDICRAFTS CLUSTER**

TENDER DOCUMENT

For

**PROCUREMENT OF EQUIPMENT FOR COMMON FACILITY CENTER
OF
MAHESHPUR HANDLOOM & HANDICRAFTS CLUSTER**

**IFB NO.: SFURTI/MAHESHPUR HANDLOOM &
HANDICRAFTS CLUSTER/Goods/2021/P-02**

Purchaser:

MAHESHPUR WELFARE SOCIETY

(Vill. & P.O. Maheshpur, P.S. & Block-Bamangola, Dist. Malda,
West Bengal, Pin-732138)

Table of Contents

CRITICAL DATE SHEET	3
INVITATION FOR BIDS	5
SECTION I. INSTRUCTIONS TO BIDDERS	11
SECTION II. GENERAL CONDITIONS OF CONTRACT	29
SECTION III. SCHEDULE OF REQUIREMENTS	51
SECTION IV. TECHNICAL SPECIFICATIONS.....	54
SECTION V. SAMPLE FORMS.....	59

CRITICAL DATE SHEET

**Procurement of equipment for Common Facility of Maheshpur Handloom& Handicrafts
Cluster**

CRITICAL DATE SHEET

BID REFERENCE	
Date and time of release of tender	10/09/2021 at 10.00 am
Clarification Start Date and Time	15/09/2021 at 10.00 am
Clarification End Date and Time	18/09/2021 at 5.00 am
Bid Submission Start Date and Time	10/09/2021 at 3.00 pm
Bid Submission End Date and Time	01/10/2021 at 3.00 pm
Time and date of opening of technical bids	02/10/2021 at 12.00 Hrs.

Note:

1. In the event of the specified date of opening of bids being declared a holiday for the Purchaser, the bids shall be opened on the next working day at the same time and venue.

INVITATION FOR BIDS

InvitationforBids(IFB)

Country : **India**

NameofProject : **Common Facility Centre forMaheshpur Handloom& Handicrafts Cluster**

NameofGoods : **Procurement of 2nd phase equipment for Maheshpur Handloom& Handicrafts Cluster.**

IFBNo : **SFURTI/ Maheshpur Handloom& Handicrafts Cluster/Goods/2021/P-02**

1. Bids are invited for purchase of below mentioned items in **single stage two envelope system**i.e. Request for Technical Bid (Bid under Technical Envelope) and Request for Financial Bid (comprising of price bid Proposal under available Commercial Envelope):

Schedule No.	Description of Goods	EMD to be deposited by Bidder	Quantity	Bidding Document Fee (INR in Lakh)
1.	Frame Loom- Frame loom 56", Reed space 56", Loom Width Space -84"m (with Reed Frame), Loom Beam Height 72", Beam Round 4/4" Weight – 100 kg Made of Pure Sal wood	NA	15	200.00
2.	Frame Loom- Frame loom 56", Reed space 56", Loom Width Space -84"m (with Reed Frame), Loom Beam Height 72", Beam Round 4/4" Weight – 100 kg Made of Indonesian Sal wood	NA	50	
3.	Single Jacquard Machine with Frame Loom– L x W x H= 1 x 2.5 x 2.5 ft, Jacquard- 224 hook Weight – 35 kg	NA	5	

Schedule No.	Description of Goods	EMD to be deposited by Bidder	Quantity	Bidding Document Fee (INR in Lakh)
	,Frame loom 56", Reed space 56", Loom Width Space - 84"m (with Reed Frame), Loom Beam Height 72", Beam Round 4/4" Made of Pure Sal wood			
4.	Single Jacquard Machine with Frame Loom– L x W x H= 1 x 2.5 x 2.5 ft, Jacquard- 300 hook Weight – 35 kg , Frame loom 56", Reed space 56", Loom Width Space -84"m (with Reed Frame), Loom Beam Height 72", Beam Round 4/4" Made of Pure Sal wood	NA	5	
5.	Single Jacquard Machine with Frame Loom– L x W x H= 1 x 2.5 x 2.5 ft, Jacquard- 100 hook Weight – 35 kg , Frame loom 56", Reed space 56", Loom Width Space -84"m (with Reed Frame), Loom Beam Height 72", Beam Round 4/4" Made of Pure Sal wood	NA	10	
6.	Double Jacquard Machine with Frame Loom – L x W x H= 1 x 2.5 x 2.5 ft,	NA	5	

Schedule No.	Description of Goods	EMD to be deposited by Bidder	Quantity	Bidding Document Fee (INR in Lakh)
	Jacquard- 300 hook Weight – 50 kg Frame loom 56", Reed space 56", Loom Width Space -84"m (with Reed Frame), Loom Beam Height 72", Beam Round 4/4" Made of Pure Sal wood			
7.	Double Jacquard Machine with Frame Loom – L x W x H= 1 x 2.5 x 2.5 ft, Jacquard- 224 hook Weight – 50 kg Frame loom 56", Reed space 56", Loom Width Space -84"m (with Reed Frame), Loom Beam Height 72", Beam Round 4/4" Made of Pure Sal wood	NA	5	
8.	Double Jacquard Machine with Frame Loom – L x W x H= 1 x 2.5 x 2.5 ft, Jacquard- 100 hook Weight – 50 kg Frame loom 56", Reed space 56", Loom Width Space -84"m (with Reed Frame), Loom Beam Height 72", Beam Round 4/4" Made of Pure Sal wood	NA	5	
9.	Hand Embroidery Tools set	NA	150	

2. Bidding will be conducted through the National Competitive Bidding procedures as per the requirements, under **GFR 2017 of Ministry of Finance, GOI**, as applicable.
3. Under this process, the Technical bid Application as well as Price Bid shall be invited at single stage under two Envelope i.e. Technical & Commercial Envelope. Eligibility and qualification of the Bidder will be first examined based on the details submitted under first envelope (Technical) with respect to eligibility and qualification criteria prescribed in this Bidding document. The Price Bid under the second envelope shall be opened for only those bidders whose Technical Applications are responsive to eligibility and qualifications requirements as per bidding document.
4. All bidders are required to sign a “Bid Security Declaration” accepting that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the tender document, they will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.
5. The Payment for tender fee can be made by eligible bidders at the time of purchase of the tender.

The bids shall be submitted in two separate envelopes:

Envelope 1: Technical Bid

The bidders shall submit the required eligibility & technical documents in the Technical Bid.

Envelope 2: Commercial Bid

The bidders shall quote the prices in price bid format under Commercial Bid.

CONDITIONS: -

1. Conditional bids will not be entertained & are liable to be rejected.
2. In case the day of opening of bids happens to be holiday, the bids will be opened on the next working day. The time and place of receipt of bids and other conditions will remain unchanged.
3. The undersigned reserves the right to reject any bid or all the bids without assigning any reasons.
4. The Jurisdiction of court will be at Malda.
5. The bids of the bidder who does not satisfy the qualification criteria in the bidding documents are liable to be rejected summarily without assigning any reason and no claim whatsoever on this account will be considered.

Other Information

1. The intending Bidder shall fill in the item rate in the Price Schedule templates of the bid.
2. Bidder must strictly abide by the stipulations set forth in Bidding Document while bidding.

3. Bids quotations which are dependent upon the quotations of another bids shall be summarily rejected.

*SECTION I. INSTRUCTIONS
TO BIDDERS*

Table of Content

1. Scope of Bid	14
2. Source of Funds.....	14
3. Fraud & Corruption	14
4. Eligibility.....	15
5. Documents Establishing conformity of Goods and Services to Bidding Documents... 15	
6. Qualifications of the Bidder	16
7. One Bid per Bidder	17
8. Cost of Bidding.....	18
9. Content of Bidding Documents.....	18
10. Clarification of Bidding Documents.....	18
11. Amendment of Bidding Documents	18
12. Language of Bid	19
13. Documents Constituting the Bid.....	19
14. Bid Form.....	20
15. Bid Prices	20
16. Currencies of Bid	21
17. Period of Validity of Bids	21
18. Earnest Money Deposit (EMD).....	22
19. Alternative Proposals by Bidders	22
20. Format and Signing of Bid	22
21. Sealing and Marking of Bids.....	22
22. Deadline for Submission of Bids.....	23
23. Late Bids	23
24. Modification and Withdrawal of Bids.....	23
25. Bid Opening.....	24
26. Clarification of Bids.....	24
27. Confidentiality.....	24
28. Examination of Bids and Determination of Responsiveness.....	25
29. Correction of Errors	25
30. Currency of Bid.....	26
31. Evaluation and Comparison of Bids	26
32. Post Qualification.....	26

33. Award Criteria27

34. Purchaser’s Right to Accept Any Bid and to Reject Any or All Bids27

35. Purchaser’s right to vary quantities.....27

36. Notification of Award27

37. Publication of Bid result.....28

38. Signing of Contract28

39. Performance Security28

40. Clarification on Duties & Taxes28

A. INTRODUCTION		
1.Scope of Bid	1.1	Purchaser (Maheshpur Welfare Society) invites bids for the Procurement of equipment for Common Facility Centre at Maheshpur Handloom & Handicrafts Cluster, Malda. Detailed description of goods and specifications are given in Schedule of Requirement and Technical Specification of the bidding document respectively. IFB No. of this tender is SFURTI / Maheshpur Handloom & Handicrafts Cluster/Goods/2021/P-02.
	1.2	Throughout this bidding document, the terms “writing” means any handwritten, typewritten, or printed communication, including e-mail, and “day” means calendar day. Singular also means plural.
2.Source of Funds	2.1	As per the guidelines of the SFURTI Scheme of the Government of India.
3.Fraud & Corruption	3.1	<p>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:</p> <p>a. defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>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</p> <p>ii. “fraudulent practice” means any actor omission, including a misrepresentation, that knowingly or recklessly misleads, or attempt to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p>iii. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;¹</p>

¹ For the purpose of this sub-paragraph, “party” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-

SECTION I. INSTRUCTIONS TO BIDDERS

		<p>iv. “coercive practice” is impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the action of a party;</p> <p>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 practices in competing for, or in executing, the contract.</p>
	3.2	Furthermore, bidders shall be aware of the provisions stated in Sub- Clause 23.1 (c) of the General Conditions of Contract.
	3.3	In pursuance of the policy defined in ITB Sub-Clause 3.1, the purchaser will cancel the Contract for Goods if it at any time determines that corrupt or fraudulent practices were engaged during the procurement or the execution of the Contract.
4. Eligibility	4.1	Except as provided in ITB Sub-Clauses 4.2 & 4.3 this bidding process is open to all eligible manufacturers of the goods or their authorized representative as per Manufacturer’s Authorization Form 7 in Section V.
	4.2	A firm declared ineligible by the Purchaser in accordance with ITB Sub-Clause 3.1(b) shall be ineligible to bid for the contract during the period of time determined by the Purchaser.
	4.3	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.
	4.4	Joint venture is not allowed to participate for the bid.
5. Documents Establishing conformity of Goods and Services to Bidding Documents	5.1	Pursuant to ITB Clause 13, the Bidder shall furnish, as part of its bid, documents establishing, to the Purchaser’s satisfaction, the eligibility of the Goods and Services to be supplied under the Contract.
	5.2	Eligibility of the Goods and Services shall consist of a statement in the Price Schedule of the country of origin of the Goods and Services offered.

competitive levels, or are privy to each other’s bid prices or other conditions.

	5.3	<p>The documentary evidence of conformity of the goods and services to the Bidding Documents may be in the form of literature, drawings, and data and shall consist of:</p> <ul style="list-style-type: none"> a) a detailed description of the essential technical and performance characteristics of the Goods; b) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the Goods and Services to those specifications, including a statement of deviations and exceptions to the provisions of the Technical Specifications;
6. Qualifications of the Bidder	6.1	<p>Qualification requirements for Bidders:</p> <p>The qualification criteria and the supporting document/information to be submitted alongwith the bid are detailed below:</p> <p>(A) Manufacturer Bidders:</p> <p>(a) Financial Capability</p> <p>The Bidders shall furnish documentary evidence that it meets the following financial requirement(s):</p> <ul style="list-style-type: none"> i. The average annual financial turnover of 'The bidder' during the last three years, ending on 31st March 2021, should be at least one (1) time the value of the offer of the bidder (sum of the value for all the offered schedules) as per the annual report (audited balance sheet and profit & loss account). ii. Bidder Firm should not have suffered any financial loss for any year during the last three years, ending on 31st March, 2021. <p>(b) Experience and Technical Capacity</p> <p>The Bidder shall furnish documentary evidence for each offered schedule separately to demonstrate that it meets the following experience requirement(s):</p> <ul style="list-style-type: none"> i. The bidder should have manufactured and supplied, erected and commissioned at least two (2) times the quantity of machines asked in the bidding document with the same or similar specifications as mentioned in schedule(s) (which the bidder proposes to supply) every year for the last three years, ending on 31st March, 2021, and ii. At least two (2) times the quantity of machines asked in the bidding document with the same or similar

		<p>specifications as mentioned in schedule(s) (which the bidder proposes to supply) should be in successful operation for at least two years on the date of bidding document publication.</p> <p>To demonstrate the above, the Bidder shall furnish details of experience and past performance for the equipment offered and for those of similar nature and submit details as per Form 6a of Section V. Bidder also needs to mention the contact details for the client as per Form 6a of Section V for the use of the purchaser. Purchaser can contact these clients to get the details about the functioning of the supplied equipment.</p> <p>(B) Non-Manufacturer Bidders</p> <p>In the case of a Bidder offering to supply Goods under the Contract that the Bidder does not manufacture the offered product, the Bidder should be duly authorized by the manufacturer of the Goods who meets the criteria under(A)above (all supporting documents/information as asked above for manufacturer shall be submitted with the bid) and:</p> <ol style="list-style-type: none"> a) The manufacturer furnishes a manufacturer's authorization in the prescribed Form 7 in Section V for the goods offered; and b) The bidder has been in the business of supplying various types of Machinery and Equipment during past three years ending on 31st March, 2021 and have supplied and serviced Machinery and Equipment during the period as per form 6b in Section V. c) The bidder should have generated average annual turnover of at least one (1) time the value of the offer of the bidder during last three financial years. This should be certified by the auditor of the company and supported by reports on financial standing of the bidder such as profit and loss statement, balance sheets and auditor's report for the past three years, bankers certificate etc.
<p>7. One Bid per Bidder</p>	<p>7.1</p>	<p>A firm shall submit only one bid in the same bidding process, either individually as a bidder or as a partner of a joint venture. No firm can be a subcontractor while submitting a bid individually or as a partner of a joint venture in the same bidding process. A Subcontractor in any bid may participate in more than one bids, 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, will cause all the bids in which the</p>

SECTION I. INSTRUCTIONS TO BIDDERS

		firm has participated to be disqualified.
	7.2	Only one Manufacturer’s authorization would be acceptable for each quoted schedule. Authorization obtained from dealers/distributor is not acceptable and such bid will be considered non-responsive.
8. Cost of Bidding	8.1	The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
B. THE BIDDING DOCUMENTS		
9. Content of Bidding Documents	9.1	The Bidding Documents are those stated below and should be read in conjunction with any addendum issued in accordance with ITB Clause 11. Section I. Instructions to Bidders (ITB) Section II. General Conditions of Contract (GCC) Section III. Schedule of Requirements Section IV. Technical Specifications Section V. Sample Forms (including Contract Agreement)
	9.2	The “Invitation for Bids” does not form part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed in 9.1 above, said Bidding Documents will take precedence.
10. Clarification of Bidding Documents	10.1	A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing by email by clarification end date and time as mentioned in critical date sheet . The Purchaser will respond in writing to any request for clarification received which will be published on the https://www.sfurticohands.com&www.mws.org.in All the clarifications regarding the procurement process should be sent to email id. mswngo.02@gmail.com
11. Amendment of Bidding	11.1	At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing

Documents		Addendum.
	11.2	Any addendum thus issued shall be part of the Bidding Documents pursuant to ITB Sub-Clause 9.1 and shall be communicated all purchasers of the Bidding Documents through https://www.sfurticohands.com&www.mws.org.in and will be binding on them. It will be assumed that the information contained in the amendment will have been taken into account by the Bidder in its bid.
	11.3	To give prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser may extend, at its discretion, the deadline for submission of bids, in which case, the Purchaser will notify all Bidders through https://www.sfurticohands.com&www.mws.org.in of the extended deadline.
C. PREPARATION OF BIDS		
12.Language of Bid	12.1	The bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language.
13.Documents Constituting the Bid	13.1	<p>The bid submitted by the Bidder shall comprise the following: Following Documents duly signed by the authorized signatory and stamped are to be submitted by the bidder. The required additional attachments as mentioned in the Bidding Document also need to be submitted along with the relevant forms of the Bid:</p> <p>A. <u>In PQQ/ Technical Envelope</u></p> <ol style="list-style-type: none"> 1. Letter of Authorization in the name of Authorized Signatory on Bidder's Letter head authorizing the signatory to sign the bid. 2. Form 1: Bid Form 3. Form 3:Detailed list of all suppliesin India of the same or similar equipment supplied during last 3 years from the date of publication of this bidding document for each schedule separately 4. Form 6a & 6b: Proforma for Performance Statement

		<p>5. Form 7: Manufacturer’s Authorization</p> <p>6. Form 11: Bidder information Form including Certification of incorporation of the bidder</p> <p>7. Audited Financial Statements as per ITB clause 6.</p> <p>8. Technical Compliance Statement to the technical specifications as given in Section IV of the bidding document duly filled in the given “Annexure-A Technical Specification” Excel Sheet.</p> <p>9. Detailed catalogue of the offered product for each schedule separately (Optional)</p> <p>10. Company’s PAN and Income Tax details and ward/circle where they are being assessed</p> <p>B. In Financial Envelope</p> <p>1. Form 2: Price Schedule for indigenous items</p>
14. Bid Form	14.1	The Bidder shall complete the Bid Form and the Price Schedule furnished in the Bidding Documents, indicating the Goods to be supplied, a brief description of the Goods, their country of origin, and unit prices. (All details of the price components like GST, duties etc. also need to be indicated)
15. Bid Prices	15.1	<p>The Bidder shall indicate on the Price Schedule, the unit price of each item, it proposes to supply under the Contract. The bidders are allowed the option to submit the bids for any one or more schedules specified in the ‘Schedule of Requirements’.</p> <p><i>Financial bids of the technically disqualified bidders will not be considered for the purpose of evaluation and supply of machine.</i></p> <p>Prices quoted for each schedule (contract) shall correspond to 100% of the items specified for the schedule (contract) including the related services.</p> <p>Bids are being invited for individual schedules and any discounts offered for more than one schedule shall not be taken into account for evaluation of bids.</p>
	15.2	The bidder shall quote the prices on “Door Delivery Basis” including unloading, installation and training at the consignee place to all consignees. The list of consignees is attached in schedule of requirement.

SECTION I. INSTRUCTIONS TO BIDDERS

	15.3	The Bidder should provide unit rates as mentioned in the Price Schedule Form.
	15.4	The rate of GST should be shown distinctly in the Price Schedule Form as percentage along with the price quoted, separately. Where this is not done, no claim for GST will be admitted at any later stage on any ground. Similarly, other tax, if any, where legally leviable and intended to be claimed extra should be mentioned under “Other Charges”.
	15.5	Indigenous goods: Prices indicated on the Price Schedule shall be entered separately in the following manner: <ul style="list-style-type: none"> i. The price of the Goods quoted Ex-Works; ii. The rate and quantum of GST if any that will be payable on the Goods if the Contract is awarded. iii. The price for transportation and other local costs incidental to delivery of the Goods to their final destination including unloading at final destination, the final destination is specified in Schedule of Requirements (Section III)
	15.6	The prices quoted by the bidder should be on firm and fixed basis during the performance of the contract. A bid submitted with adjustable price quotation will be treated as non-responsive and will be rejected pursuant to ITB clause 28.
	15.7	The bidder’s separation of price components in accordance with clause 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.
	15.8	The purchaser shall not be liable to 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.
	15.9	Statutory variation in taxes and duties on finished product will be on purchaser’s account during currency of contract.
16. Currencies of Bid	16.1	Prices shall be quoted in Indian Rupees (INR) only.
17. Period of Validity of Bids	17.1	Bid shall remain valid for the period of 90 days after the date of bid submission specified in Critical Date Sheet . A bid valid for a shorter period may be rejected by the Purchaser as non-

		responsive.
	17.2	In exceptional circumstances, prior to expiry of the original bid validity period, the Purchaser may request that the Bidder extend the period of validity of the original bid for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its EMD.
18. Earnest Money Deposit (EMD)	18.1	Bidders need to sign "Bid Security Declaration" accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for 2 years. This suspension of two years shall automatic without conducting any enquiry.
19. Alternative Proposals by Bidders	19.1	Alternative bids shall not be accepted. The bidder should not submit more than one bid for any Schedule.
20. Format and Signing of Bid	20.1	The bid, consisting of the documents listed in ITB Sub-Clause 13.1, shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The later authorization shall be indicated by Letter of Authorization, which pursuant to ITB Sub-Clause 13.1 shall accompany the bid.
	20.2	Any interlineations, erasures, or overwriting to correct errors made by the Bidder should be initialed by the person or persons signing the bid.
	20.3	The Bidder shall furnish in the Bid Form (a sample of which is provided in the Sample Forms Section of the Bidding Documents) information regarding commissions or gratuities, if any, paid or to be paid to agents relating to this bid and to the execution of the Contract if the Bidder is awarded the Contract
D. Submission of Bids		
21. Sealing and Marking of Bids	21.1	<p>The bidders shall enclose the original bid including technical and financial bids in separate sealed envelopes in an envelope mentioning.</p> <ol style="list-style-type: none"> 1. Not to be open before 12.00 Hrs of 01/10/2021 2. IFB NO.: SFURTI/ Maheshpur Handloom & Handicrafts Cluster /Goods/2021/P-02 3. IA/Purchaser's Address for submission of the bid: Maheshpur Welfare Society, Vill. & P.O. Maheshpur,

SECTION I. INSTRUCTIONS TO BIDDERS

		<p>P.S. & Block-Bamangola, Dist. Malda, West Bengal, Pin-732138</p> <p>4. Name & Address of the bidder:</p> <p>.....</p>
22. Deadline for Submission of Bids	22.1	<p>Bids must be submitted by the bidders at the address and no later than the timeanddatespecified in critical date sheet. Bidders shall not have option of submitting their bids electronically.</p> <p>For bid submission purposes, the address of the IA/Purchaser is: Maheshpur Welfare Society, Vill. & P.O. Maheshpur, P.S. & Block-Bamangola, Dist. Malda, West Bengal, Pin-732138</p>
	22.2	<p>The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Sub-Clause 11.3, 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.</p>
23. Late Bids	23.1	<p>Any bid submitted by the Purchaser after the deadline for submission of bids prescribed by the Purchaser in the ITB Clause 22 shall not be considered. Any bid received by the Purchaser after the deadline for submission of bid shall be declared late, rejected and returned unopened to the bidder. See ITB Sub-Clause 22.1 for the deadline for bid submission.</p>
24. Modification and Withdrawal of Bids	24.1	<p>A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:</p> <p>(a) prepared and submitted in accordance with ITB 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and</p> <p>(b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 22.</p>
	24.2	<p>No bid may be modified or withdrawn subsequent to the deadline for submission of bid.</p>

	24.3	No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in ITB Clause 17. Withdrawal of a bid during this interval may result suspension for specified period, pursuant to ITB Sub-Clause 18.1.
E. OPENING AND EVALUATION OF BIDS		
25. Bid Opening	25.1	<p>Except as in the cases specified in ITB 23 and 24, the Purchaser shall publicly open and read out in accordance with ITB25.3 all bids received by the deadline at the date,time and place specified in the Critical date sheet in the presence of Bidders' designated representatives and anyone who choose to attend.</p> <p>“In the event of the specified date of the bid opening being declared a holiday for the Purchaser, the bids shall be opened at the appointed time and Location on the next working day.”</p> <p>Bidders' representatives shall sign a register as proof of their attendance.</p>
	25.2	Bidders shall be informed through NA website/email about the Bid Opening.
	25.3	Bids shall be opened offline. No bid shall be rejected at bid opening.
	25.4	Bids (and modifications pursuant to ITB Sub-Clause 24) that are not opened at bid opening shall not be considered further for evaluation, irrespective of the circumstances.
26. Clarification of Bids	26.1	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, except to correct arithmetic errors identified by the Purchaser in the evaluation of the bids, in accordance with ITB Sub- Clause 29.1.
27. Confidentiality	27.1	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

SECTION I. INSTRUCTIONS TO BIDDERS

		Contract award is made to all Bidders.
	27.2	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.
	27.3	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.
28.Examination of Bids and Determination of Responsiveness	28.1	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.
	28.2	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.
	28.3	Prior to the detailed evaluation, pursuant to ITB Clause 31, 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.
	28.4	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.
29. Correction of	29.1	Provided that a bid is substantially responsive, the Purchaser may

SECTION I. INSTRUCTIONS TO BIDDERS

Errors		request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
30.Currency of Bid	30.1	Currency of the Bid will be INR.
31.Evaluation and Comparison of Bids	31.1	The Purchaser will evaluate and compare bids that have been determined to be substantially responsive, pursuant to ITB Clause 28.
	31.2	The Purchaser's evaluation of a bid will take into account the total cost of the item at the consignee's destination inclusive of all duties & taxes.
	31.3	The contract shall be awarded only to the lowest evaluated bidder for each schedule who is substantially responsive, offer competitive rates, and meet the qualification requirements stipulated in the bidding documents.
	31.4	Bidder may bid for one or more schedules. Bids will be evaluated for each schedule separately and the contract will comprise the schedule(s) awarded to the successful bidder. Bidders must quote for the entire quantity of the proposed schedule. Bidders who do not quote for full quantity of the proposed schedule will be treated as non-responsive.
	31.5	Deviations in the Payment and Delivery Schedule are not permitted.
F. AWARD OF CONTRACT		
32.Post Qualification	32.1	The Purchaser will determine to its satisfaction whether the Bidder that is 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 6 and other information the purchaser deems necessary and appropriate.
	32.2	Post Qualification will be based on an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13 as well as other information the Purchaser deems necessary and appropriate.

SECTION I. INSTRUCTIONS TO BIDDERS

	32.3	An affirmative post qualification determination will be a prerequisite for award of the contract to the lowest evaluated 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 Bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.
33.Award Criteria	33.1	Pursuant to ITB Clauses 31 and 32, the Purchaser will award the Contract to the Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform Contract satisfactorily, pursuant to ITB Clause 31.
34.Purchaser's Right to Accept Any Bid and to Reject Any or All Bids	34.1	The Purchaser reserves the right to accept or reject any bid, or to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders. No reason for such action of Purchaser shall be given.
35.Purchaser's right to vary quantities	35.1	The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services beyond that originally specified in the Schedule of Requirements Section III without any change in unit price or other terms and conditions. Quantity for increase or decrease of number of goods and services originally specified: 25% of the quantity of goods originally specified or next lower/ higher integer.
36.Notification of Award	36.1	Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by fax/e-mail, to be subsequently confirmed in writing by registered letter, that its bid has been accepted for award of contract.
	36.2	Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 39, the Purchaser will promptly notify each unsuccessful Bidder.
	36.3	The notification of award shall constitute the conclusion of contract.

SECTION I. INSTRUCTIONS TO BIDDERS

37.Publication of Bid result	37.1	The name and address of Successful bidder(s) will be declared and published online on https://www.sfurticohands.com and www.mws.org.in
38.Signing of Contract	38.1	Promptly after the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form as per the format provided in the Bidding Document, incorporating all agreements between the parties.
	38.2	Within fourteen (14) days of receipt of the Performance Security, as specified in ITB clause 39.1, the successful Bidder shall sign the Contract.
39.Performance Security	39.1	Within twenty one days (21) days of the receipt of notification of award from the purchaser, the successful bidder shall furnish the performance security in accordance with the conditions of contract, using the performance security form provided in the bidding documents, or any another form acceptable to the purchaser.
	39.2	Failure of the successful Bidder to comply with the requirement of ITB Clause 38 or ITB Sub-Clause 39.1 shall constitute sufficient grounds for the annulment of the award and suspension of bidder for specified period as per ITB clause 18.1, in which event the Purchaser may make the award to the next-lowest evaluated bid submitted by a qualified Bidder or call for new bids.
40.Clarification on Duties & Taxes	40.1	GST 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 separate claim for the same will be entertained.

*SECTION II. GENERAL
CONDITIONS OF
CONTRACT*

Table of Content

1. Definitions.....	32
2. Imports.....	33
3. Application.....	33
4. Country of Origin	33
5. Standards.....	33
6. Use of Contract Documents and Information; Inspection and Audit by the Purchaser	34
7. Patent Rights	34
8. Performance Security	34
9. Inspections and Tests.....	35
10. Packing.....	37
11. Delivery and Documents.....	38
12. Insurance	39
13. Transportation	39
14. Incidental Services	39
15. Warranty	39
16. Payment	41
17. Prices	42
18. Change Orders	42
19. Contract Amendments.....	43
20. Assignment.....	43
21. Delays in the Supplier’s Performance.....	43
22. Liquidated Damages	44
23. Termination for Default	44
24. Force Majeure	45
25. Termination for Insolvency.....	46
26. Termination for Convenience	46
27. Settlement of Disputes	47
28. Limitation of Liability	49
29. Governing Language	49
30. Applicable Law.....	49
31. Notices	49

32. Taxes and Duties50
33. Jurisdiction50

General Conditions of Contract		
1. Definitions	1.1	<p>In this Contract, the following terms shall be interpreted as indicated:</p> <ul style="list-style-type: none"> i. “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 attachments and appendices thereto and all documents incorporated by reference therein. ii. “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations. iii. “Day” means calendar day. iv. “Effective Date” means the date on which this Contract becomes effective i.e.date of signing of the contract. v. “GCC” means the General Conditions of Contract contained in this section. vi. “The Goods” means all the machines and services that the Supplier is required to supply to the Purchaser under the Contract. vii. “The Purchaser” means Maheshpur Welfare Society. viii. “The Purchaser’s Country” is India. ix. “Registration Certificate” means the certificate of registration or other documents in lieu thereof establishing that the Goods supplied under the Contract are registered for use in India in accordance with the Applicable Law. x. “The Services” means those services ancillaries to the supply of the Goods, such as transportation, installation and insurance, and any other incidental services, such as provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract. xi. “The Site,” where applicable, means the place or places named in the Schedule of requirement. xii. “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.

		xiii. End user means the organization(s) where the goods will be used. The end user is the consignee stated in the Schedule of Requirements
2. Imports	2.1	For Import origin goods quoted, the supplier or the Indian agent shall have to arrange at his own cost, all import/custom clearance handling facilities. The purchaser shall not be liable to any claim on account of fresh imposition and/or increase of Custom Duty/ GST raw materials and /or components used directly in the manufacture of the contracted goods taking place during the pendency of the contract.
3. Application	3.1	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
4. Country of Origin	4.1	Any Goods and Services supplied under the Contract shall have their origin in India or eligible countries (in case of imported goods offered) with which India has not banned trade relations. For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
5. Standards	5.1	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 standards appropriate to the Goods’ country of origin. Such standards shall be the latest issued by the concerned institution and the same to be ensured by

		supplier.
	5.2	If required under the applicable law, Goods supplied under the contract shall be registered for use in the purchaser's country.
6. Use of Contract Documents and Information; Inspection and Audit by the Purchaser	6.1	The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
	6.2	The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Sub-Clause 6.1 except for purposes of performing the Contract.
	6.3	Any document, other than the Contract itself, enumerated in GCC Sub-Clause 6.1 shall remain the property of the Purchaser.
7. Patent Rights	7.1	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 India.
8. Performance Security	8.1	<p>Within twenty-one (21) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount equal to 3% of the total contract price.</p> <p>a. In the event of any amendment issued to the Contract, the Supplier shall, within twenty one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary)</p>

		<p>rendering the same valid in all respects in terms of the Contract, as amended.</p> <p>b. The performance security shall be valid till 60 days after the date of completion of all contractual obligations including warranty.</p>
	8.2	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.
	8.3	<p>The performance security shall be denominated in Indian Rupees and shall be in the following forms:</p> <p>a) The performance security shall be in the form of a (bank) guarantee issued by a nationalized/scheduled bank in India. The format of the (bank) guarantee shall be in accordance with the form given in Section V.</p> <p>b) Demand Draft (DD)</p> <p>c) Cheque</p> <p>DD/ Cheque will be in favor of 'Maheshpur Welfare Society' and payable at Malda, West Bengal.</p> <p>Performance security in the form of Demand Draft/ Cheque will be encashed in the account of the purchaser.</p>
	8.4	The performance security will be discharged by the Purchaser and returned to the Supplier not later than sixty (60) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations.
9. Inspections and Tests	9.1	<p>The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications.</p> <p>The Technical Specifications (Section IV) shall specify what inspections and tests the Purchaser requires and where they are to be conducted. Further,</p> <p>a) Pre-dispatch inspection of the supplies shall be</p>

	<p>conducted by purchaser or its representative retained by the purchaser for these purposes. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.</p> <p>b) Said inspection and testing is to the Purchaser's account. In the event that inspection and testing is required prior to dispatch, the Goods shall not be shipped unless a satisfactory inspection and quality control report has been issued in respect of those Goods.</p> <p>The related costs of the pre-shipment inspection for the first inspection of goods shall be borne by the Purchaser. Any goods/ material consumed during tests will be on suppliers account. The cost of subsequent inspections and related costs, due to rejection of Goods at the first inspection shall be borne by the Supplier. Inspection will be done by a Purchaser's representative to ascertain whether the Goods are in conformity with the technical specifications of the contract or not.</p> <p>The supplier shall put up the goods for such inspection to the purchaser's representative well ahead before the expiry of contractual delivery period (depending on the time required for pre-dispatch inspection & testing), so that deliveries to the consignees are completed as per the contractual delivery period.</p> <p>c) In case Purchaser or its representative does not visit suppliers premises for pre dispatch inspection, then purchaser willwaiveoff the pre dispatch inspection of the Goods basis the review of satisfactory "Pre Dispatch Inspection and Quality Control Report" provided by the supplier. Supplier will ship the Goods only when it receives thewaiver from the purchaser based on the "Pre Dispatch Inspection and Quality Control Report".</p> <p>d) The Supplier may have an independent quality test conducted on a batch ready for shipment. The cost of such tests will be borne by the Supplier.</p> <p>e) Upon receipt of the Goods at place of final destination, the end user/ consignee shall have the right to inspect the Goods or part of the Goods to ensure that they conform to the condition of the Contract and advise the Purchaser that the Goods were received in apparent</p>
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		<p>good order. The end user/consignee will issue a Consignee Receipt Certificate to the Supplier in respect of such Goods (or part of Goods). The Consignee Receipt Certificate shall be issued immediately after satisfactory receipt and joint verification (by representatives of Supplier and Purchaser) of Goods or part of Goods as per contract at place of final destination. A joint report will be prepared and signed by the representative of both the parties post verification.</p> <p>f) If the goods fail to meet the laid down specifications, the supplier shall take immediate steps to remedy the deficiency or replace the defective goods to the satisfaction of the Purchaser maximum within 7 days after the notification of the same by purchaser.</p>
10. Packing	10.1	The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
	10.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in GCC clause 10.3 below, and in any other instructions ordered by the Purchaser.
	10.3	<p>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:</p> <ul style="list-style-type: none"> i. Project Name; ii. Contract No.; iii. Country of Origin of Goods;

		<ul style="list-style-type: none"> iv. Supplier's Name v. Packing list reference No., <p>Suppliers should use recycled materials as much as possible for packing</p>
11. Delivery and Documents	11.1	<p>The details of shipping and/or other documents to be furnished by the Suppliers are:</p> <p>The Supplier shall intimate the Consignee in advance at least 7 days before the dispatch of Goods the expected date of arrival of Goods along with quantity of Goods.</p> <p>Documents to be submitted to Purchaser:</p> <p>The Supplier shall submit the following documents to the purchaser after delivery of goods to the Consignee. One set of these documents shall be submitted to the consignee along with the delivery of goods.</p> <ul style="list-style-type: none"> i. One original and two (2) copies of commercial invoice, indicating the Purchaser, the Contract number, Credit number; Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal. ii. One original and two (2) copies of Proof of Dispatch (POD), viz., Railway consignment note, road consignment note, truck or airway bill, or multimodal transport document showing Purchaser and delivery through to final destination as stated in the Contract. iii. One original and two (2) copies of packing list identifying contents of each package. iv. Three copies of Insurance Certificate v. One original and two (2) copies of Manufacturer's Warranty Certificate covering all items supplied. vi. One original and two (2) copies of Certificate of Inspection furnished to Supplier by the nominated inspection representative (where inspection is required). vii. Original and two (2) copies of Internal test Analysis

		<p>Report of the Manufacturer for the items offered.</p> <p>viii. Any other/additional procurement specific document(s) required for delivery/payment purposes.</p> <p>Supplier shall submit an affidavit as per sample form 10 (section V), along with bills for claiming payment.</p>
12. Insurance	12.1	<p>The insurance shall be in an amount equal to 110 percent of the total value of the Goods on “All Risks” basis, including war risks and strikes.</p> <p>Should any loss or damage occur, the Supplier shall:</p> <p>a) Initiate and pursue claim till settlement on behalf of purchaser, and</p> <p>b) Promptly make arrangements for repair and/or replacement of any damaged items/lost in transit items irrespective of settlement of claim by the underwriters.</p>
13. Transportation	13.1	<p>Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India, defined as the Site, transport to such place of destination in India, including insurance as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.</p>
14. Incidental Services	14.1	<p>The Supplier shall provide such incidental services:-</p> <p>(a) The Supplier shall provide all necessary licenses and permissions for use of the Goods in India that may be required for the Goods. The cost shall be deemed to be included in the Contract Price.</p> <p>(b) The Supplier shall provide such other services as are stated in the Technical Specifications.</p>
15. Warranty	15.	<p>The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they</p>

	1	<p>incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.</p> <p>Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of destination.</p> <p>The warranty shall remain valid:</p> <p>Schedule I, II, III, IV & V: for twelve (12) months for the equipment or any portion thereof as the case may be from the date of final acceptance certificate from the client which will be issued after successful commissioning & training etc. or eighteen (18) months from the date of delivery of equipment at site whichever period concludes earlier;</p>
	15.2	<p>The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects. Upon receipt of a written notice from the Purchaser, the Supplier shall, with all reasonable speed, replace the defective Goods without cost to the Purchaser within 7 days of receipt of such notice. The Supplier will be entitled to remove, at his own risk and cost, the defective Goods once the replacement Goods have been delivered.</p>
	15.3	<p>If, after being notified that the defect has been confirmed pursuant to GCC Sub-Clause 15.2 above, the Supplier fails to replace the defective Goods within the period of 30 days, the Purchaser may proceed to take such remedial action as may be necessary, including removal and disposal, at the Supplier's risk and expense and without prejudice to any other rights that the Purchaser may have against the Supplier under the Contract. The Purchaser will also be entitled to claim for storage in respect of the defective Goods for the period following notification and shall have the right to deduct the sum from payments due to the Supplier under this Contract or any other contract.</p> <p>The date of receipt of replacement supplies at consignee will be treated as the date of delivery.</p>

	15. 4	<p>Recalls</p> <p>In the event any of the Goods are recalled, the Supplier shall notify the Purchaser within fourteen (14) days, providing full details of the reason for the recall and promptly replace, at its own cost, the items covered by the recall with Goods that fully meet the requirements of the Technical Specification and arrange for collection or destruction of any defective Goods. If the Supplier fails to fulfil its recall obligation promptly, the Purchaser will, at the Supplier's expense, carry out the recall.</p>
16. Payment	16. 1	<p>The method and conditions of payment to be made to the Supplier (Payments will not be made to any other party) under this Contract shall be as follows:</p> <p>Payment for Goods and Services supplied from within the Purchaser's country:</p> <p>Payment for Goods and Services supplied from within the Purchaser's country shall be made in Indian Rupees, as follows:</p> <p>a. Advance Payment: Ten (10%) percent of the Contract Price shall be paid through ECS within thirty (30) days and, upon submission of claim consisting of Proforma Invoice and a Bank Guarantee of equivalent amount towards Advance Payment Security valid till 60 days upon receipt of goods at final destination. The Bank Guarantee shall be issued by a bank located in the Purchaser's country (Nationalized or Scheduled Commercial Bank in India),</p> <p>b. On Delivery to Consignee: Forty (40%) percent of the Contract Price shall be paid through ECS upon submission of documents specified in GCC Clause 11 along with the Consignee Receipt Certificate (Form 8, Section V of the bidding document).</p> <p>c. On Acceptance: Thirty (30%) percent of the Contract Price shall be paid through ECS on acceptance of the Goods upon</p>

		submission of an invoice supported by the Final Acceptance Certificate (Form 9, Section V of the bid document) issued by the Consignee.
	16.2	The Supplier's request (s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 11 & 16.1, and upon fulfilment of other obligations stipulated in the Contract.
	16.3	No deviation in payment terms would be accepted. Also no negotiations with the bidders will be allowed. Partial shipment would be allowed for delivery of the Goods/ Equipment.
17. Prices	17.1	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid for the duration of the Contract. Prices shall be fixed and firm for the duration of the Contract. However GST wherever payable shall be paid as applicable at the time of supply. Statutory variations are permitted during the original delivery schedule and not in the extended delivery schedule.
18. Change Orders	18.1	The Supplier or Purchaser will not be allowed to make any changes in the orders through the contract without mutual consent.
	18.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

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/agreed by the Purchaser and Supplier.
20. Assignment	20.1	The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent. Assignment and sub-contracting, which are not disclosed in bid, are not permitted.
21. Delays in the Supplier's Performance	21.1	Delivery of the goods shall be made by the supplier in accordance with the time schedule specified in the contract. Any deviation in performance of its delivery obligations shall render the supplier liable to any or all of the following action. <ul style="list-style-type: none"> a. Forfeiture of its Performance Security and / or b. Imposition of liquidated damages and/or c. Termination of the contract for default.
	21.2	If at any time during the performance of the contract, the supplier should encounter conditions impeding timely delivery of the goods, the supplier shall promptly notify the purchaser in writing of the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the suppliers notice, the purchaser shall evaluate the, situation and may at its discretion extend the supplier time for performance in which case the extension shall be ratified by the parties by amendment to the contract. The extension of the delivery period will be subject to the following conditions. <ul style="list-style-type: none"> a) The Purchaser shall deduct from the supplier under the provision of Clause 22 liquidated damages on the goods, which the supplier has failed to deliver within the delivery period fixed for delivery. b) That no increase in price on account of any statutory increases in or fresh imposition of basic customs duty

		<p>or GST or on account of any other tax or duty leviable in respect of the goods specified in the contract which takes place after the date of the delivery period stipulated in the contract, shall be admissible on such of the said goods as are delivered after the date of delivery stipulated in the contract.</p> <p>c) But nevertheless, the purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of basic customs duty or GST or on account of any other tax or duty or on any other grounds which takes place after the expiry of the date of delivery stipulated in the contract.</p>
	21.3	<p>Except as provided under GCC Clause 24, 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 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.</p>
22. Liquidated Damages	22.1	<p>Subject to GCC Clause 24, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the supplier's bills, as liquidated damages, a sum equivalent to the 0.5 percent per week or part thereof of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the 10 percent. Once the maximum is reached, the Purchaser may consider termination of the contract pursuant to GCC Clause 23. For the purpose of this clause each schedule constitute separate contract.</p>
23. Termination for Default	23.1	<p>The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:</p> <p>a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, or within</p>

		<p>any extension thereof granted by the Purchaser pursuant to GCC Clause 21; or/and</p> <p>b) if the Goods do not meet the Technical Specifications stated in the Contract; or/and</p> <p>c) if the supplier fails to provide any registration or other documents in respect of the goods within reasonable time as specified in the contract.</p> <p>d) if the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>For the purpose of this clause:</p> <p>“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.</p> <p>“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.</p> <p>e) if the Supplier fails to perform any other obligation(s) under the Contract.</p>
	<p>23. 2</p>	<p>In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 23.1, 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 performance of the Contract to the extent not terminated.</p>
<p>24. Force Majeure</p>	<p>24. 1</p>	<p>Notwithstanding the provisions of GCC Clauses 21, 22, and 23, the Supplier shall not be liable for forfeiture of its performance security, imposition of liquidated damages, or termination for default if and to the extent that its delay in</p>

		performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
	24. 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.
	24. 3	If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
25. Termination for Insolvency	25. 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 that has accrued or will accrue thereafter to the Purchaser.
26. Termination for Convenience	26. 1	The Purchaser, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that 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.
	26. 2	The Goods that are complete and ready for shipment within thirty (30) days after the Supplier’s receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the

		<p>Purchaser may elect:</p> <p>a) to have any portion completed and delivered at the contract terms and prices; and/or</p> <p>b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.</p>
27. Settlement of Disputes	27.1	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.
	27.2	<p>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.</p> <p>27.2.1 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.</p> <p>27.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure which are as follows:</p> <p><u>For Domestic Supplier</u></p> <p>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 of India. 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</p>

		<p>appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996.</p> <p>b) Where the value of the contract is 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, in accordance with the provisions of the Arbitration and Conciliation Act, 1996.</p> <p>c) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996.</p> <p>d) The venue of Arbitration shall be the place from where the contract is issued and the language of the arbitration proceedings and that of all councils and communications between the parties shall be English.</p> <p>e) The decision of the majority of arbitrators shall be final and binding upon parties. In case there is no majority decision, the decision of the Presiding arbitrator shall be final. 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</p> <p>f) The Arbitration and Conciliation Act of 1996 the rules herewith and any statutory modification or re-enactment thereof shall apply to arbitration proceedings.</p> <p>The language of Arbitration proceeding shall be English.</p>
	27. 3	<p>Notwithstanding any reference to arbitration herein,</p> <p>(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and</p>

		(b) the Purchaser shall pay the Supplier any monies due to the Supplier.
28. Limitation of Liability	28. 1	<p>Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 7,</p> <p>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 profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and</p> <p>b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total price of contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p>
29. Governing Language	29. 1	The Contract shall be written in English language. All correspondence and other documents pertaining to the Contract that are exchanged by the parties shall be written in the same language.
30. Applicable Law	30. 1	The Contract shall be interpreted in accordance with the laws of Union of India.
31. Notices	31. 1	<p>Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, e-mail, or facsimile and confirmed in writing to the other party's address are as follows:</p> <p>The Purchaser's addresses for notice purposes is:</p> <p>_____</p> <p>_____</p>

		<p>_____</p> <p>The Supplier's address for notice purposes is:</p> <p>_____</p> <p>_____</p> <p>_____</p>
	31. 2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
32. Taxes and Duties	32. 1	The Supplier shall be entirely responsible for all taxes, duties, road permits, license fees, etc., incurred until delivery of the Goods to the Purchaser.
33. Jurisdiction	33. 1	All disputes arising out of the contract shall (subject to clause 27) be subject to the jurisdiction of the appropriate court at Malda, West Bengal, only.

*SECTION III. SCHEDULE OF
REQUIREMENTS*

SECTION III
SCHEDULE OF REQUIREMENTS

Schedule No.	Description of Goods	Consignee	Quantity	Delivery Schedule (In weeks) from date of signing of contract
1.	Frame Loom- Frame loom 56", Reed space 56", Loom Width Space -84"m (with Reed Frame), Loom Beam Height 72", Beam Round 4/4" Weight – 100 kg Made of Pure Sal wood	Maheshpur Welfare Society Vill. & P.O. Maheshpur, P.S. & Block- Bamangola, Dist. Malda, West Bengal, Pin- 732138	15	60 days from date of signing of contract
2.	Frame Loom- Frame loom 56", Reed space 56", Loom Width Space -84"m (with Reed Frame), Loom Beam Height 72", Beam Round 4/4" Weight – 100 kg Made of Indonesian Sal wood		50	
3.	Single Jacquard Machine with Frame Loom– L x W x H= 1 x 2.5 x 2.5 ft, Jacquard- 224 hook Weight – 35 kg , Frame loom 56", Reed space 56", Loom Width Space -84"m (with Reed Frame), Loom Beam Height 72", Beam Round 4/4" Made of Pure Sal wood		5	
4.	Single Jacquard Machine with Frame Loom– L x W x H= 1 x 2.5 x 2.5 ft, Jacquard- 300 hook Weight – 35 kg , Frame loom 56", Reed space 56", Loom Width Space -84"m (with Reed Frame), Loom Beam Height 72", Beam Round 4/4" Made of Pure Sal wood		5	
5.	Single Jacquard Machine with Frame Loom– L x W x H= 1 x 2.5 x 2.5 ft, Jacquard- 100 hook Weight – 35 kg , Frame loom 56", Reed space 56", Loom Width Space -84"m (with Reed Frame), Loom Beam Height 72", Beam Round 4/4" Made of Pure Sal wood		10	
6.	Double Jacquard Machine with Frame Loom –		5	

SECTION IV. TECHNICAL SPECIFICATIONS

Schedule No.	Description of Goods	Consignee	Quantity	Delivery Schedule (In weeks) from date of signing of contract
	L x W x H= 1 x 2.5 x 2.5 ft, Jacquard- 300 hook Weight – 50 kg Frame loom 56", Reed space 56", Loom Width Space -84"m (with Reed Frame), Loom Beam Height 72", Beam Round 4/4" Made of Pure Sal wood			
7.	Double Jacquard Machine with Frame Loom – L x W x H= 1 x 2.5 x 2.5 ft, Jacquard- 224 hook Weight – 50 kg Frame loom 56", Reed space 56", Loom Width Space -84"m (with Reed Frame), Loom Beam Height 72", Beam Round 4/4" Made of Pure Sal wood		5	
8.	Double Jacquard Machine with Frame Loom – L x W x H= 1 x 2.5 x 2.5 ft, Jacquard- 100 hook Weight – 50 kg Frame loom 56", Reed space 56", Loom Width Space -84"m (with Reed Frame), Loom Beam Height 72", Beam Round 4/4" Made of Pure Sal wood		5	
22.	Hand Embroidery Tools set		150	

Terms of Delivery: Final Destination at the consignee end (as per Schedule of Requirements)

Deviations in the Payment and Delivery Schedule are not permitted.

Bidder should include the cost for installation and training of the staff in their offered price for the equipment.

*SECTION IV. TECHNICAL
SPECIFICATIONS*

1. Technical Specifications

Schedule-I: Name of the Machine

Sr. No	Description	Unit	Size

CHECKLISTFORTECHNICALSPECIFICATION

**For Each clause of Technical Specifications the bidder shall
prepare a table below:**

S. No.	Technical Specifications	Compliance	Any deviation must be clearly mentioned	Reference pg. no. of the catalogue enclosed
1		Complied / Not Complied		
2				
3				
4				

2. Drawings

If required.

3. INSPECTIONS AND TESTS

As per GCC Clause 9.

SECTION V. SAMPLE FORMS

Table of Content

1. Bid Form	61
2. Price Schedule for indigenous items	63
3. Detailed list of all supplies	64
4. Form of Contract Agreement.....	65
5. Performance Security Bank Guarantee.....	67
6a. Proforma for Performance Statement (for Manufacturer)	68
6b. Proforma for Performance Statement (for Bidder as Authorized Representative).....	69
7. Manufacturer's Authorization	70
8. Consignee Receipt Certificate	71
9. Final Acceptance Certificate	72
10. Affidavit (On Stamp Paper).....	73
11. Bidder Information Form.....	74
12 Bid Security Form	76

1. Bid Form

Date: [insert: date of bid]

IFB No.: [number]"]

[Insert: name of Contract]

To:

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

Dear Sir/ Madam:

- a) We have examined and have no reservations to the Bidding Documents, including Addenda issued (if any) in accordance with Instructions to Bidders. In case, there is any condition in our Bid which is not in line with the conditions of Bidding Document, then the conditions of Bidding Document will prevail.
- b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB;
- c) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedule specified in the Schedule of Requirements the following Goods and related services: **insert a brief description of the Goods and Related Services**;
- d) The discounts offered and the methodology for their application are:
 - i. The discounts offered are: **Specify in detail each discount offered (specify schedules for which discount will be applicable)./ Mention "NA" in case of no discount to be provided.**
 - ii. The exact method of calculations to determine the net price after application of discounts is shown below: **Specify in detail the method that shall be used to apply the discounts**;
- e) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- f) We agree to abide by this bid, for the Bid Validity Period specified in ITB and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period;
- g) We are not participating, as a Bidder, in more than one bid in this bidding process in accordance with ITB;
- h) We confirm that we are competent to bid/supply the product and there are no impediments in the form of pending litigation or court order etc. including restraint order restraining us to supply the product, for which we have submitted our bid. We understand that hiding of any information in this regard shall be treated as misrepresentation/fraudulent practice, resulting in remedial actions as listed in the bidding document.
- i) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: **insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid or will pay and the amount and currency of each such commission or gratuity**;

Name of Recipient/ Agent* if any	Full address, Phone no. and e-mail	PAN No.	Details of the services provided/to be provided	Amount of remuneration included in the Bid price

SECTION V. SAMPLE FORMS

- j) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- k) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- l) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.
- m) 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";

Name of the Bidder*: **[insert legal name of Bidder's Entity]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** **[insert complete name of person duly authorized to sign the Bid]**

[Insert complete title of the person signing the Bid]

Signature of the person named above _____ **[insert signature of person whose name and capacity are shown above]**

Date signed **[insert date of signing]** day of **[insert month]**, **[insert year]**

2. Price Schedule for indigenous items

Name of Bidder: _____ IFB Number: _____

1	2	3	4	5	6	7	8	9	10	11
Product	Quantity Offered	Ex-works Price (Per Unit)	GST In % (Per Unit)	GST in INR (Per Unit)	Other charges including transportation, unloading, insurance, incidental charges	Total Unit Price	Total Price	Name of Manufacturer	Country of Origin	Remarks
	(a)	(b)		(c)	(d)	(e) = (b+c+d)	(a)*(e)			

3. Detailed list of all supplies

Detailed list of all supplies in India of the same or similar equipment supplied during **last 3 years** from the date of publication of this bidding document for each schedule separately.

Schedule No.: _____					
S. No.	Purchase Order Detail	Description of Equipment	Quantity Supplied	Date of Supply	Contact Details of Purchaser (Name, email and mobile no.)

4. Form of Contract Agreement

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

THIS AGREEMENT made

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

BETWEEN

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

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

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - (a) the Letter of Acceptance
 - (b) the Bid Form
 - (c) the Addenda Nos. _____ (if any)
 - (d) General Conditions of Contract
 - (e) the Specification (including Schedule of Requirements and Technical Specifications)
 - (f) the completed Schedules (including Price Schedules)
 - (g) any other document listed in GCC as forming part of the Contract
3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may

become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Union of India *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*

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

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

For and on behalf of the Supplier

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

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

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

5. Performance Security Bank Guarantee

(Unconditional)

[Guarantor letterhead or SWIFT identifier code]

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

Date: *_ [Insert date of issue]*

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

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

We have been informed that *_ [insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of *_ [insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

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

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

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

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

¹ *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

² *Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

6a. Proforma for Performance Statement (for Manufacturer)

IFB No.: _____

Schedule No.: _____

Name of the Firm: _____

Performance Statement for a period of last three years i.e. 2016-17, 2017-18 and 2018-19 year wise for each schedule separately

Order placed by (full address of Purchaser)	Order No. and Date	Description and quantity of ordered goods	Value of order	Date of completion		Remarks indicating reasons for late delivery, if any	Has the equipment been functioning to the satisfaction of purchaser?	Contact Details of Purchaser
				As per Contract	Actual			
1	2	3	4	5	6	7	8	9
Year 2018-19								Email Id: Phone No.:
Year 2017-18								Email Id: Phone No.:
Year 2016-17								Email Id: Phone No.:

Signature and seal of the Bidder:

6b. Proforma for Performance Statement (for Bidder as Authorized Representative)

IFB No.: _____

Schedule No.: _____

Name of the Firm: _____

Performance Statement for a period of last three years i.e. 2016-17, 2017-18 and 2018-19 year wise for each schedule separately

Order placed by (full address of Purchaser)	Order No. and Date	Description and quantity of ordered goods	Value of order	Date of completion		Remarks indicating reasons for late delivery, if any	Has the equipment been functioning to the satisfaction of purchaser?	Contact Details of Purchaser
				As per Contract	Actual			
1	2	3	4	5	6	7	8	9
Year 2018-19								Email Id: Phone No.:
Year 2017-18								Email Id: Phone No.:
Year 2016-17								Email Id: Phone No.:

Signature and seal of the Bidder:

7. Manufacturer's Authorization

[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 binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the BDS.]

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.

Where by extend our full guarantee and warranty in accordance with Clause 15 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

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 the 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**]*

Dated on day of *[insert: **date of signing**]*

8. Consignee Receipt Certificate

No.: _____

Date: _____

To
(Supplier)

This is to certify that the Goods as detailed below have been received duly inspected in good condition in accordance with the conditions of the contract and amendment if any.

Project Name	:				
Purchaser	:				
Contract No. & Date	:				
Description of the goods with qty. Supplied & that comply with contract	:				
Name of supplier	:				
Invoice No. and Date	:				
Date of delivery at consignee destination site	:				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 45%;"></td> <td style="width: 5%;"></td> <td style="width: 50%;"> SIGNATURE OF DESIGNATED CONSIGNEE Name : Designation : Seal : Contact No.: Fax No. : </td> </tr> </table>					SIGNATURE OF DESIGNATED CONSIGNEE Name : Designation : Seal : Contact No.: Fax No. :
		SIGNATURE OF DESIGNATED CONSIGNEE Name : Designation : Seal : Contact No.: Fax No. :			

Copy To (with original stamp & signature):

1. to Purchaser

9. Final Acceptance Certificate

No.

Date

To
(Supplier)

Project Name	:	
Purchaser	:	
Contract No. & Date	:	
Description of Goods (Schedule No.)	:	
Quantity supplied in Numbers	:	
Quantity supplied in Words	:	
Name of Supplier	:	
Installation Date	:	
Commissioning Date	:	
Completion of Training Date	:	
Batch No(s).	:	
Manufacturing Date(s)	:	
Expiry Date(s)	:	
Invoice No .and Date	:	
Date of Final Acceptance	:	

Seal & Sign with Name & Designation of the
Consignee

Tele & Fax:

Copy To (with original stamp & signature):

- 1- To Purchaser

10. Affidavit (On Stamp Paper)

I _____ son/daughter of _____ resident of _____ solemnly undertake that I a man authorized signatory of M/s *(insert name of the company with full address)* and thereby 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 right so far 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 in correctness 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 an on-judicial stamp paper of Rs.100/- (Rupee Hundred) duly notarized 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 payments.

11. Bidder Information Form

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

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

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

Page _____ of _____ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>	
2. In case of JV, legal name of each member : <i>Not Applicable</i>	
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>	
4. Bidder's year of registration: <i>[insert Bidder's year of registration and enclose copy of Certificate of incorporation.]</i>	
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>	
6. Principal place of business: <i>[insert Bidder's legal address in the principal place of business]</i>	
7. Information for two Authorized Representatives of Bidder	
Name 1: <i>[insert Authorized Representative's name]</i> Telephone: <i>[insert Authorized Representative's mobile numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>	Name 2: <i>[insert Authorized Representative's name]</i> Telephone: <i>[insert Authorized Representative's mobile numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
8. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i>	
<input type="checkbox"/> Articles of Incorporation or Registration of firm (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above II. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.	
9. NA	
10. <u>Compliance:</u>	<i>[Complied/ Not]</i>

SECTION V. SAMPLE FORMS

<p>i. 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.</p> <p>ii. The firm employs an ex/on leave-government servant, the person should not have been involved/suspended/ dismissed or removed on account of corruption".</p> <p>[In case of non-compliance, bidder need to mention the details.]</p>	<p><i>Complied]</i></p>
--	-------------------------

12 Bid Security Form

Date: *[insert: date of bid]*

IFB No.: *[number]"]*

[Insert: name of Contract]

To:

[Purchaser insert: Name and address of Purchaser]

Dear Sir/ Madam:

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Security Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the IA/NA under SFURTI Scheme for the period of time of 2years , if we are in breach of our obligation(s) under the bid conditions, because:

- a) We have withdrawn or modified our bids during the period of validity, or
- b) We wave failed to sign the contract, or to submit a performance security before the deadline defined in the tender document after we were awarded the contract by the purchaser.

This suspension of two years shall automatic without conducting any enquiry.

Name of the Bidder*: **[insert legal name of Bidder's Entity]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** **[insert complete name of person duly authorized to sign the Bid]**

[Insert complete title of the person signing the Bid]

Signature of the person named above **[insert signature of person whose name and capacity are shown above]**

Date signed **[insert date of signing]** day of **[insert month]**, **[insert year]**

Consignee's responsibilities for commissioning of equipment.

On signing of the Contract, the consignee shall take the following actions:

- a) Decide the site location for installation or fixing or keeping the equipment and make it fit for the purpose.
- b) Follow up with the Supplier for sending the Foundation Drawings if necessary or the requirements for installation and proving tests of the equipment.
- c) Construct the foundation for installation of the equipment in accordance with the foundation drawings received in advance from the supplier wherever necessary. For simple equipment, which does not need a foundation, the necessary Testing Rack or Table for fixing the equipment and its proving tests shall be prepared / constructed.
- d) The facilities required for operation of the equipment, e.g. power connection, water connection and/or compressed air etc. (as necessary) shall be made available near the equipment.
- e) All utilities like power, water, compressed air etc. shall be made available by Consignee within five (5) meter of the location where the machine is to be installed.

Supplier's responsibilities for commissioning of equipment.

On signing of the Contract, the supplier shall furnish the following (2 hard copies and soft copy) within 30 days for each machine:

- a) On-site assembly/installation & commissioning and/or start-up and training of the supplied Goods
- b) Shall furnish the detailed layout plan and foundation drawings if necessary and the requirement for installation and proving tests of the equipment.
- c) Furnish Installation and Commissioning manual
- d) Quality test record, electrical circuit diagram, power requirement etc.

Following documents shall be furnished (if required) before or along with the supply of the goods

- a. Operation and Programming instruction
- b. Software instruction Manual
- c. Maintenance/repair charts and preventive maintenance, trouble shooting and safety manuals
- d. Lubrication chart & parameter list, coolant maintenance guidelines
- e. Instruction manual for supplied coolant
- f. Training Manual
- g. Spare parts manual
- h. Lifting instructions.
- i. Other relevant documents.