



भा.कृ.अ.प.-राष्ट्रीय उष्ट्र अनुसंधान केन्द्र
I.C.A.R.- NATIONAL RESEARCH CENTRE ON CAMEL
पोस्ट बैग-07, जोड़बीड़, बीकानेर 334001(राज.)भारत
Post Bag-07, Jorbeer, Bikaner 334001 (Raj.) India



फाइल सं. NRCC/ADM/P/I(10)P/उष्ट्र चारा/2024-2025/3768

Date: 27.01.2025

कार्यालय नोट

केन्द्र के पशुओं हेतु अनुबंध के आधार पर सूखा ग्वार चारा (बारानी) क्रय करने हेतु भारत सरकार के जैम पोर्टल के माध्यम से पुनः निविदाएँ (Re-Tender) आमंत्रित किये जाने के लिये संलग्न निविदा प्रपत्र को कृपया जैम पर अपलोड करते हुए निविदाएँ आमंत्रित करने की कार्रवाई करें तथा जैम पर अपलोड किये जाने के पश्चात् कृपया एक प्रति प्रभारी ए.के.एम.यू. को केन्द्र की वेबसाईट पर अपलोड करने हेतु व एक प्रति क्रय इकाई को रिकार्ड हेतु प्रेषित करने का श्रम करें।

(राजेश चौधरी)
सहा. प्रशा. अधिकारी
व कार्यवाहक प्रभारी क्रय इकाई

प्रतिलिपि सूचनार्थ व आवश्यक कार्रवाई हेतु:

1. डॉ. राकेश पूनिया, तकनिकी अधिकारी व जैम बायर, राउअनुके, बीकानेर
2. प्रभारी एकेएमयू - कृपया जैम बायर से प्राप्त निविदा प्रपत्र (जैम आई.डी. सहित) को केन्द्र की वेबसाईट पर अपलोड करवाने का श्रम करें।



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2025/B/5875530
Dated/दिनांक : 28-01-2025

Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण | |
|---|---|
| Bid End Date/Time/बिड बंद होने की तारीख/समय | 18-02-2025 11:00:00 |
| Bid Opening Date/Time/बिड खुलने की तारीख/समय | 18-02-2025 11:30:00 |
| Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से) | 120 (Days) |
| Ministry/State Name/मंत्रालय/राज्य का नाम | Ministry Of Agriculture And Farmers Welfare |
| Department Name/विभाग का नाम | Department Of Agricultural Research And Education (dare) |
| Organisation Name/संगठन का नाम | Indian Council Of Agricultural Research (icar) |
| Office Name/कार्यालय का नाम | National Research Centre On Camel, Bikaner |
| क्रैता ईमेल/Buyer Email | buyer116.icari.rj@gembuyer.in |
| Total Quantity/कुल मात्रा | 3000 |
| Item Category/मद केटगरी | Dry Guar Chara |
| GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS | Dry Guar Chara |
| GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS | Guar Gum - Oil, Dry Erase Writing Boards (V3), GUAR (CLUSTER BEAN) Seeds, AMOXYCILLIN DRY SYRUP, industrial vacuum cleaner, Dry Block Heater, Rice Husk (Dry), Laboratory Drying Oven, Dry & wet Thermometer, Particle Size Analyser |
| अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification | <ul style="list-style-type: none"> • Bajra (Fodder) Seeds • Maize (fodder) Seeds |
| MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है | Yes |
| Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है | Yes |
| Document required from seller/विक्रेता से मांगे गए दस्तावेज़ | Experience Criteria,Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer |

| Bid Details/बिड विवरण | |
|--|-----------------------------|
| Do you want to show documents uploaded by bidders to all bidders participated in bid?/ | No |
| Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया | No |
| Type of Bid/बिड का प्रकार | Two Packet Bid |
| Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय | 3 Days |
| Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM) | No |
| Evaluation Method/मूल्यांकन पद्धति | Total value wise evaluation |
| Arbitration Clause | No |
| Mediation Clause | No |

EMD Detail/ईएमडी विवरण

| | |
|-----------------------------|---------------------|
| Advisory Bank/एडवाइजरी बैंक | State Bank of India |
| EMD Amount/ईएमडी राशि | 125000 |

ePBG Detail/ईपीबीजी विवरण

| | |
|-------------------|----|
| Required/आवश्यकता | No |
|-------------------|----|

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

DIRECTOR
National Research Centre On Camel, Bikaner, Department of Agricultural Research and Education (DARE), Indian Council of Agricultural Research (ICAR), Ministry of Agriculture and Farmers Welfare
(Icar Unit Nrcc Bikaner)

MII Purchase Preference/एमआईआई खरीद वरीयता

| | |
|--|-----|
| MII Purchase Preference/एमआईआई खरीद वरीयता | Yes |
|--|-----|

Reserved for MSE

| | |
|------------------|-----|
| Reserved for MSE | Yes |
|------------------|-----|

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

3. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

4. Procurement under this bid is reserved for purchase from Micro and Small Enterprises having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal. If the bidder wants to avail themselves of the reservation benefit, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible to participate in this bid. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility based on documentary evidence submitted, while evaluating the bid. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Pre Bid Detail(s)

| Pre-Bid Date and Time | Pre-Bid Venue |
|-----------------------|-------------------|
| 03-02-2025 09:00:00 | ICAR-NRCC Bikaner |

Dry Guar Chara (3000 set)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

| | |
|--|--------------------------|
| Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़ | Download |
|--|--------------------------|

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|----------------|---|---|-----------------|------------------------------|
| 1 | Rajesh Chaudhary | 334001, ICAR-National Research Centre on Camel, Jorbeer, Post Bag No.07 | 3000 | 30 |

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. At least one successful execution of fodder supply to any govt department.
2. Black Listing Declaration on stamp paper on the date of bid creation as 28.01.2025.
3. EMD Value 1,25,000 indian rupes.
4. All papers of bid documents should be signed and stamped.
5. Please filled Questionnaire part A and B.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in

the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for attached categories, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---

**NATIONAL RESEARCH CENTRE ON CAMEL,
BIKANER-334001**



FaxNo.0151-2970153

Tel No.0151-2230183, 2230958

F.No. NRCC/ADM/P/1(10)P/उष्ट्र चारा/2024-2025

Date: 27.01.2025

ONLINE BIDDING DOCUMENT FOR PROCUREMENT OF CAMEL FODDER BARANI DRY GUAR CHARA UNDER TWO BID SYSTEM

| | | |
|---|---|---------------------------------|
| Date of release of ONLINE Bidding document | : | From 27.01.2025 from 14.00 Hrs. |
| Place of Download of Bidding document | : | www.nrccamel.icar.gov.in or |
| Pre Bid Meeting | : | 06.02.2025 at 11.00 hrs. |
| Closing date and time for receipt of Online Bids | : | 17.02.2025 upto 11:00 Hrs. |
| The Date/Time by which the original Pay Order/DD of Bid Security or Valid Registration Certificate issued from NSIC/MSME & alongwith sample of Fodder must reach/submitted at the office of A.A.O. (P), NRCC, Jorbeer, Shivbari, Bikaner. However, firms registered with MSME/NSIC, have to submit bid security declaration form attached with the Bid. | : | 17.02.2025 upto 14:00 Hrs. |
| Time and date of opening of Online Technical Bids | : | 17.02.2025 at 16:00 Hrs. |
| Time and date of opening of Online Financial Bids | : | Shall be notified later. |
| The Bidder(s) may note that ONLINE BIDS through GeM will ONLY be accepted. All the requisite supporting documents as mentioned in the bid document should and must be uploaded On-line through GeM. The Bids sent through FAX, E-mail, by hand and/or by post <u>shall not be accepted/processed</u> , in any case. | | |
| निविदादाता द्वारा प्रस्तुत IP Address अन्य फर्मों से अलग होना चाहिए। जिन फर्मों के IP Address एक जैसे होंगे उन फर्मों की निविदा को निरस्त किया जा सकता है जिसकी जिम्मेदारी स्वयं फर्म/निविदादाता की होगी। | | |

INDEX

| SectionNo. | Name of Section | Page No. |
|---------------------|--|-----------------|
| Section I | Invitation for ONLINE Bids (IFOB) | 3-4 |
| Section II | General Instructions to Bidders (GITB) | 5-23 |
| Section III | Special Instructions to Bidders (SITB) | 24-25 |
| Section IV | General Conditions of Contract (GCC) | 26-36 |
| Section V | Special Conditions of Contract (SCC) | 37-38 |
| Section VI | List of Requirements | 39-40 |
| Section VII | Technical Specifications | 41-42 |
| Section VIII | Quality Control Requirements | 44 |
| Section IX | Qualification Criteria | 45 |
| Section X | Tender Form | 46 |
| Section XI | Bid Form and Price Schedule | 47-48 |
| Section XII | Questionnaire Part A and Part B | 49-50 |
| Section XIII | Bank Guarantee Form for Bid Security (i.e. EMD) | 51 |
| Section XIV | Manufacturer's Authorization Form | 52 |
| Section XV | Bank Guarantee Form for Performance Security | 53 |
| Section XVI | Contract Form | 54-56 |
| Section XVII | Bid Security Declaration | 57 |

SECTION-I

INVITATIONFORONLINEBIDS (IFOB)

ICAR - NATIONAL RESEARCH CENTRE ON CAMEL
Post Bag No.07, Jorbeer, Bikaner-334 001
Phone No.0151-2230183, 2230958 Fax No.0151-2970153

NOTICE RE-INVITING ONLINE TENDER FOR PROCUREMENT OF FODDER/CHARA

File No. NRCC/ADM/P/1(10)P/उष्ट्र चारा/2024-2025

Dated : 27.01.2025

1. On behalf of Secretary, ICAR, the Director, ICAR-NRCC Re-invites **ONLINE** Tenders under Two Bid System (Technical and Financial separately) for the procurement of following Dry fodder for Camels at this Centre:-

| S.N. | Description of Item/Fodder | Quantity required | Bid Security (Rs.) |
|------|----------------------------|-------------------|------------------------|
| 1. | सूखा ग्वार चारा (बारानी) | 3000 क्विंटल | Rs. 1,25,000.00 |

2. Interested bonafide and reputed Suppliers may **submit online bid through GeM for above Fodder**, as per following tender schedule:-

| | |
|---|---|
| Tender ID | Shall be notified on the website of NRCC www.nrccamel.icar.gov.in . |
| Tender Reference No. | NRCC/ADM/P/1(10)P/उष्ट्र चारा/2024-2025 |
| Date of release of Tender through GeM | 27.01.2025 from 14.00 hrs. |
| Pre bid meeting | 06.02.2025 at 11.00 hrs. |
| Last date & time for submission of online bid | 17.02.2025 at 11.00 hours |
| Last date & time of submission of EMD (Bid Security) or MSME/NSIC certificate and sample of the Fodder. However, firms registered with MSME/NSIC, have to submit bid security declaration form attached with the Bid. | 17.02.2025 upto 14.00 hrs. |
| Date & time for opening of Technical bid | 17.02.2025 at 16.00 hours |
| Date & time for opening of Financial bid | Shall be notified later |
| Address for Communication | Director, NRC on Camel, P.B. No. – 07, Jorbeer, Bikaner – 334 001 |

3. Tender Form of above Fodder can be downloaded free of cost from the website www.nrccamel.icar.gov.in
4. **The Bidder(s) may note that ONLINE BIDS through GeM will ONLY be accepted. All the requisite supporting documents as mentioned in the bid document should and must be uploaded On-line through GeM. The Bids sent through FAX, E-mail, by hand and/or by post shall not be accepted/ processed, in any case.**
5. However, original pay order/DD of Non-Refundable bid security as per detail above must be deposited in the firm of demand draft/FDR payable to "ICAR Unit- NRCC, Bikaner and **sample of the Fodder (2 Kg. of dry Guar Fodder item) in a separate Air Tight Plastic Container having Name, Address and Signature of the Bidder on the Container, in person to Assistant Administrative Officer (P), ICAR-National Research Centre on Camel, Bikaner – 334 001 on or before 17.02.2025 upto 14:00 Hrs on any working day**, failing which the bids will not be accepted.
6. **The Bidder(s) who are registered with NSIC/MSME and is having valid NSIC/MSME Certificate, shall be given preference as per rules and guidelines issued by Govt. of India from time to time. However, they have to submit Bid Security declaration form attached with the Bid.**
7. The bidders may submit duly filled and completed bidding document ONLINE as per instructions contained in the bidding documents. Incomplete bid shall be rejected. The conditions of tender shall be governed by the details contained in complete bid document.
8. In case, holiday is declared by the Government on the day of opening the bids, the bids will be opened on the next working day at the same time. The ICAR- NRCC, Bikaner reserves the right to accept or reject any or all the tenders.

Assistant Administrative Officer (P)

SECTION II

GENERAL INSTRUCTIONS TO BIDDERS (GITB)

SECTION - II**GENERAL INSTRUCTIONS TO BIDDERS (GITB) CONTENTS**

| | | |
|-----------|--|----|
| A. | PREAMBLE | |
| 1. | Definitions and Abbreviations | 8 |
| 2. | Introduction | 9 |
| 3. | Availability of Funds | 9 |
| 4. | Language of Bid | 9 |
| 5. | Eligible Bidders | 10 |
| 6. | Eligible Goods and Services | 10 |
| 7. | Bidding Expense | 10 |
| B. | BIDDING DOCUMENTS | |
| 8. | Contents of Bidding Documents | 10 |
| 9. | Amendments to Bidding Documents | 11 |
| 10. | Clarification of Bidding Documents | 11 |
| C. | PREPARATION OF BIDS | |
| 11. | Documents Comprising the Bid | 12 |
| 12. | Bid Currencies | 12 |
| 13. | Bid Prices | 13 |
| 14. | Indian Agent | 16 |
| 15. | Firm Price / Variable Price | 16 |
| 16. | Alternative Bids | 16 |
| 17. | Documents Establishing Bidder's Eligibility and Qualifications | 16 |
| 18. | Documents Establishing Goods' Conformity to Bidding Document | 17 |
| 19. | Bid Security (i.e. EMD) | 17 |
| 20. | Bid Validity | 18 |
| 10. | Signing and Sealing of Bid | 18 |
| D. | SUBMISSION OF ONLINE BIDS | |

| | | |
|-----------|--|----|
| 22. | Submission of ONLINE Bids | 18 |
| 23. | Bid received through other mode | 19 |
| 24. | Alteration and Withdrawal of Bid | 19 |
| E. | ONLINE BID OPENING | |
| 25. | Opening of ONLINE Bids | 19 |
| F. | SCRUTINY AND EVALUATION OF ONLINE BIDS | |
| 26. | Basic Principle | 19 |
| 27. | Scrutiny of ONLINE Bids | 19 |
| 28. | Scrutiny of Bids | 19 |
| 29. | Discrepancy in Prices | |
| 30. | Discrepancy in Prices | 20 |
| 31. | Qualification Criteria | |
| 32. | Conversion of Bid Currencies to Indian Rupees | 21 |
| 33. | Schedule-wise Evaluation | 21 |
| 34. | Comparison on CIP Destination Basis | 21 |
| 35. | Additional Factors and Parameters for Evaluation and Ranking of Responsive Bids | 21 |
| 36. | Bidder's capability to perform the contract | 22 |
| 37. | Contacting the Purchaser | 22 |
| G. | AWARD OF CONTRACT | |
| 38. | Purchaser's Right to Accept any Bid and to Reject any or All Bids | 22 |
| 39. | Award Criteria | 22 |
| 40. | Variation of Quantities at the Time of Award | 22 |
| 41. | Notification of Award | 22 |
| 42. | Issue of Contract | 22 |
| 43. | Non-receipt of Performance Security and Contract by the Purchaser | 22 |
| 44. | Return of BID SECURITY (i.e. EMD) | 22 |
| 45. | Publication of Bid Result | 23 |

GENERAL INSTRUCTIONS TO BIDDERS (GITB)**A. PREAMBLE****1. Definitions and Abbreviations**

1.1 The following **definitions** and **abbreviations**, which have been used in these documents shall have the **meanings** as indicated below:

1.2. Definitions:

- (i) **"Purchaser"** means the **organization purchasing goods and services as incorporated in the documents.**
- (ii) **"Bid"** means **quotation / tender / bid as received from a firm / supplier through Online.**
- (iii) **"Supplier"** means the **individual or the firm supplying the goods and services.**
- (iv) **"Goods"** means the **articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, industrial plant, Fodder etc. which the supplier is required to supply to the purchaser under the contract.**
- (v) **"Services"** means **services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after-sales service, maintenance service and other such obligations of the supplier covered under the contract.**
- (vi) **"Bid Security" (i.e. Earnest Money Deposit)** means **monetary guarantee to be furnished by a Bidder along with its Bid. (Not Applicable)**
- (vii) **"Contract"** means the **written agreement entered into between the purchaser and the supplier together with all the documents mentioned therein and including all attachments, annexure etc. therein.**
- (viii) **"Performance Security"** means **monetary guarantee to be furnished by the successful Bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.**
- (ix) **"Consignee"** means the **person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of despatch to another person as provided in the Contract, then that "another" person is the consignee, also known as ultimate consignee.**
- (x) **"Specification"** means the **document/standard that prescribes the requirement with which product or service has to conform.**
- (xi) **"Inspection"** means **activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.**
- (xii) **"Day"** means **calendar day.**

1.3 Abbreviations:

- (i) **"Bid Document"** means **Bidding Document (i.e. Tender Enquiry Document).**
- (ii) **"IFB"** means **Invitation for Bids.**

- (iii) "GITB" means **General Instructions to Bidders.**
- (iv) "SITB" means **Special Instructions to Bidders.**
- (v) "GCC" means **General Conditions of Contract.**
- (vi) "SCC" means **Special Conditions of Contract.**
- (vii) "DGS&D" means **Directorate General of Supplies and Disposals.**
- (viii) "NSIC" means **National Small Industries Corporation.**
- (ix) "PSU" means **Public Sector Undertaking.**
- (x) "SU" means **Central Public Sector Undertaking.**
- (xi) "LSI" means **Large Scale Industry.**
- (xii) "SSI" means **Small Scale Industry.**
- (xiii) "LC" means **Letter of Credit.**
- (xiv) "DP" means **Delivery Period.**
- (xv) "BG" means **Bank Guarantee.**
- (xvi) "ED" means **Excise Duty.**
- (xvii) "CD" means **Custom Duty.**
- (xviii) "WDO" means **Women's Development Organization.**
- (xix) "ACASH" means **Association of Corporations and APEX Societies of Handlooms.**
- (xx) "KVIC" means **Khadi Village Industries Commission.**
- (xxi) "RR" means **Railway Receipt.**
- (xxii) "BL" means **Bill of Lading.**
- (xxiii) "FOB" means **Free on Board.**
- (xxiv) "FAS" means **Free Alongside Ship.**
- (xxv) "FOR" means **Free On Rail.**
- (xxvi) "CIF" means **Cost, Insurance and Freight.**
- (xxvii) "CIP" means **Carriage and Insurance Paid.**
- (xxviii) "INCOTERMS" means **International Commercial Terms.**

2. **Introduction**

- 2.1 The Purchaser has issued these **ONLINE Bidding documents** for purchase of **goods** and **related services** as mentioned in **Section –VI - "List of Requirements"**, which also indicates, *interalia*, the **required delivery schedule** and **terms & place (i.e. destination) of delivery.**
- 2.2 This section (**Section II - "General Instruction to Bidders"**) provides the **relevant information** as well as **instructions to assist the prospective Bidders in preparation and submission of ONLINE Bids.** It also includes the **mode and procedure to be adopted by the purchaser for receipt and opening** as well as **scrutiny and evaluation of Bids** and subsequent **placement of contract.**
- 2.3 The **Bidders** shall also read the **Special Instructions to Bidders (SITB)** related to **this purchase**, as contained in **Section III** of these documents and follow the same accordingly. Whenever there is a conflict between the GITB and the SITB, the provisions contained in the SITB shall prevail over those in the GITB.
- 2.4 **Before formulating the ONLINE Bid and submitting the same to the purchaser, the Bidder should read and examine all the terms, conditions, instructions etc. contained in the Bid documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these Bid documents may result in rejection of its Bid.**

3. **Availability of Funds**

- 3.1 **Expenditure** to be incurred for the **proposed purchase** will be met from the **funds available with the purchaser.**

4. **Language of Bid**

- 4.1 The **ONLINE Bid submitted by the Bidder** and all subsequent correspondence and documents relating to the **Bid exchanged between the Bidder and the purchaser, shall be written in the English language.**

However, the language of any printed literature furnished by the Bidder in connection with its Bid may be written in any other language *provided the same is accompanied by an English translation and, for purposes of interpretation of the Bid, the English translation shall prevail.*

4.2 The **ONLINE Bid** submitted by the Bidder and **all subsequent correspondence** and documents relating to the Bid exchanged between the Bidder and the purchaser, may **also** be written in the **Hindi language**, *provided that the same are accompanied by English translation, in which case, for purpose of interpretation of the Bid etc, the English translations shall prevail.*

5. **Eligible Bidders**

5.1 This invitation for **ONLINE Bids** is opened to all suppliers who *fulfill the eligibility criteria specified in these documents.*

6. **Eligible Goods and Services**

6.1 All **goods and related services** to be supplied under the **contract** shall have their **origin** in **India or other countries**, subject to any restriction imposed in this regard in Section III (SITB). The term "**origin**" used in this clause means the **place** where the **goods** are **mined, grown, produced, or manufactured** or from where the **related services** are **arranged and supplied**.

7. **Bidding Expense**

7.1 The Bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its Bid including preparation, mailing and submission of its Bid alongwith desired samples of Fodder and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the Bidding process.

B. BIDDING DOCUMENTS

8. **Content of Bidding Documents**

8.1 In addition to Section I – "**Invitation for ONLINE Bid**" (IFB), the Bidding documents include:

- Section II - General Instructions to Bidders (GITB)
- Section III - Special Instructions to Bidders (SITB)
- Section IV - General Conditions of Contract (GCC)
- Section V - Special Conditions of Contract (SCC)
- Section VI - List of Requirements
- Section VII - Technical Specifications
- Section VIII - Quality Control Requirements
- Section IX - Qualification Criteria
- Section X - Bid Form
- Section XI - Price Schedule
- Section XII - Questionnaire
- Section XIII - Bank Guarantee Form for BID SECURITY
- Section XIV - Manufacturer's Authorization Form
- Section XV - Bank Guarantee Form for Performance Security
- Section XVI - Contract Form

8.2 The relevant details of the required goods and services, the terms, conditions and procedure for Bidding, Bid evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested Bidders are expected to examine all such details etc to proceed further.

9. Amendments to Bidding Documents

- 9.1 At any time prior to the **deadline** for **submission** of **Bids**, the **purchaser** may, for any reason deemed fit by it, **modify** the **Bidding documents** by **issuing suitable amendment(s)** to it.
- 9.2 Such an **amendment** will be **notified** in **writing** on purchaser's Website and on **GeM**, by **registered/speed post** or by **fax/telex/e-mail**, *followed by copy of the same by registered post*, to **all prospective Bidders**, which have **received** the **Bidding documents** and will be binding on them.
- 9.3 In order to provide **reasonable time** to the **prospective Bidders** to take necessary action in **preparing** their **Bids** as per the **amendment**, the purchaser may, at its discretion extend the **deadline** for the submission of Bids and other allied time frames, which are linked with that deadline.

10. Clarification of ONLINE Bidding Documents

- 10.1 A Bidder requiring any clarification or elucidation on any issue of the Bidding documents may take up the same with the purchaser in writing or by fax / e-mail/telex. The purchaser will respond in writing to such request provided the same is received by the purchaser not later than twenty one days (unless otherwise specified in the SITB) prior to the prescribed date of submission of Online Bid.

C. PREPARATION OF ONLINE BIDS

11. Documents Comprising the Bid

11.1 The **Online Bid** to be submitted by Bidder shall contain the following documents, duly filled in, as required:

- a) **Online Bid Form and Price Schedule** in accordance with **GITB clause 8.1**
- b) **Documentary evidence**, as necessary in terms of **clauses 5 and 17** establishing that the Bidder is **eligible to submit the Online Bid** and, also, **qualified to perform the contract if it's Bid is accepted**.
- c) **Documents and relevant details** to **establish** in accordance with **GITB clause 18** that the **goods and the allied services** to be **supplied** by the Bidder conform to the requirement of the Bid documents.
- d) **Bid Security** (i.e. **Earnest money deposit**) furnished in accordance with **GITB clause 19.1**; **alternatively, documentary evidence** as per **GITB clause 19.2** for claiming exemption from payment of **Bid Security** (i.e. **earnest money**).
- e) Scanned Bidding document duly signed/initialed.

And

- f) **Questionnaire** as per **Section XII**.

NB: (1) The bidder will also have to produce **Sample of the Fodder (2 Kg. of each Fodder item)** in a separate **Air Tight Plastic Container** having **Name, Address and Signature of the Bidder** on the Container.

(2) The Bidders may also **enclose** in their **Online Bids, technical literature and other documents** as and if **considered necessary by them**.

11.2 The authorized signatory of the Bidder must **sign the Online Bid** at appropriate places and **initial the remaining pages** of the Bid.

11.3 A **Online Bid**, which does not fulfill any of the **above requirements** and/or gives **evasive information/reply** against any such requirement, shall be liable to be **ignored and rejected**.

11.4 **Only Online Bids shall be accepted. Bids sent by Dak/By Hand/Fax/E-mail or any other mean shall be ignored.**

12. Bid currencies

12.1 Unless otherwise specified, the Bidder shall quote only in **Indian rupees**.

12.2 Where the Bid condition specifies **acceptance of quotations in different currencies**, then, for **domestic goods**, prices shall be quoted in **Indian rupees only** and for **imported goods**, prices shall be quoted either in **Indian rupees** or in the **currency of the country of origin of goods**. As regards **price(s) for allied services**, if any required with the goods, the same shall be quoted in **Indian Rupees**, if such **services** are to be **performed /undertaken in India**. **Commission for Indian Agent**, if any and if payable

shall be indicated in the space provided for in the price schedule and quoted in Indian Rupees only.

- 12.3** Online Bids, where prices are quoted in any other way shall be treated as un-responsive and rejected.

13. Bid Prices

- 13.1** The Bidder shall indicate on the Price Schedule provided under Section XI all the specified components of prices shown therein including the unit prices and total Bid prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a Bidder, same should be clarified accordingly by the Bidder.
- 13.2** If there is more than one schedule in the List of Requirements, the Bidder has the option to submit its quotation for any one or more schedules and, also, to offer special discount for combined schedules. However, while quoting for a schedule, the Bidder shall quote for the complete requirement of goods and services as specified in that particular schedule, *failing which the Bid for that schedule shall be treated as unresponsive and ignored.*
- 13.3** The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules attached under Section XI.
- 13.4** While filling up the columns of the price schedule, the following aspects should be noted for compliance:-
- 13.4.1** For goods offered from within India, the prices in the corresponding price schedule shall be entered separately in the following manner:-
- a) the price of the goods, quoted ex-factory, ex-showroom, ex-warehouse or off-the-shelf, as applicable, including all taxes and duties like GST, custom duty, excise duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc.
 - b) any sales or other taxes and any duties including excise duty, which will be payable on the goods in India, if the contract is awarded.
 - c) Charges towards inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination as *specified in the List of Requirements*
and
 - d) the price of incidental services, as and if mentioned in List of Requirements.

13.4.2 For goods offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner:-

- a) the price of goods quoted FAS / FOB port of shipment, CIF port of entry in India or CIP specified place of destination in India as indicated in the List of Requirements.
 - b) wherever applicable, the amount of custom duty and import duty on the goods to be imported.
 - c) the charges for inland transportation, insurance and other local costs incidental to delivery of the goods from the port of entry in India to their final destination, as specified in the List of Requirements.
- and**
- d) the charges for incidental services, as and if mentioned in the List of Requirements.

13.5 Additional information and instruction on Duties and Taxes:-

13.5.1 If the Bidder desires to ask for excise duty, sales tax, custom duty etc. to be paid extra, the same must be specifically stated. In the absence of any such stipulation, the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.

13.5.2 Excise Duty:-

- a) *Vide Notification No. 10/97-CE dated 1.3.1997 (as amended by 16/07-CE), the goods to be supplied to Indian Council of Agricultural Research (ICAR) and its constituent Institutes against ICAR contracts (including contracts executed by ICAR Institutes) for any Research-related purposes are* **fully exempted from levy of any Excise Duty, consequential sales tax / VAT, etc., provided the prices are quoted ex-works by the Supplier.**
Keeping this in view, the supplier shall ensure that the stores to be supplied by the supplier against the contract placed by the purchaser are **exempted from levy of any Excise duty or consequential sales tax and, accordingly, obtain the necessary Excise Duty Exemption Certificate from the purchaser.**
- b) For supplying the **Goods** to the purchaser for **purposes not related to any Research**, if the reimbursement of excise duty is intended as extra over the quoted prices, the supplier must specifically say so also indicating the rate, quantum and nature of the duty applicable. In the absence of any such stipulation, it will be presumed that the prices quoted are firm and final and no claim on account of excise duty will be entertained after the opening of Bids.
- c) If a Bidder chooses to quote a price inclusive of excise duty and also desires to be reimbursed for variation, if any, in the excise duty during the time of supply, the Bidder must clearly mention the same and also indicate the rate

and **quantum of excise duty** included in its **price**. **Failure** to indicate all such details in clear terms may result in **rejection of that Bid**.

- d) **Subject to sub clauses 13.5.2 (b) & (c) above, any change in excise duty upward/downward as a result of any statutory variation in excise duty taking place within contract terms shall be allowed to the extent of actual quantum of excise duty paid by the supplier. In case of downward revision in excise duty, the actual quantum of reduction of excise duty shall be reimbursed to the purchaser by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.**

13.5.3 GST:-

If a Bidder asks for GST to be paid extra, the rate and nature of GST applicable should be shown separately. The GST, if payable, will be paid as per the rate at which it is liable to be assessed or has actually been assessed, provided the transaction of sale is legally liable to GST and is payable as per the terms of the contract.

13.5.4 Octroi Duty and Local Duties & Taxes:

Normally, **goods** to be supplied to **government departments** against **government contracts** are **exempted** from levy of town duty, **octroi duty**, terminal tax and **other levies of local bodies**. However, on some occasions, the local bodies (like **town body**, municipal body etc.) as per their regulations **allow** such **exemptions** only on **production of certificate** to this effect from the **concerned government department**. Keeping this in view, the **supplier** shall **ensure** that the **stores** to be **supplied** by the **supplier** against the contract placed by the purchaser are **exempted** from levy of any such duty or tax and, wherever necessary, **obtain the exemption certificate** from the purchaser.

However, if a local body still insists upon payment of such local duties and taxes, the same should be paid by the supplier to the local body to avoid delay in supplies and possible demurrage charges and obtain a receipt for the same. The supplier should forward the receipt obtained for such payment to the purchaser to enable the purchaser take necessary action in the matter.

13.5.5 Customs Duty:

In respect of **imported stores** offered from **abroad**, the **Bidder** shall **specify** the **rate** as well as the **total amount of customs duty payable**. The **Bidder** shall also **indicate** the **corresponding Indian Customs Tariff Number** applicable for the **goods** in question.

It must be always kept in view that *vide Notification No. 51/96-Customs dated 23.7.1996 (as amended on date)*, the **imported goods** to be supplied to **Indian Council of Agricultural Research (ICAR)** and its **constituent Institutes** against **ICAR contracts** (including contracts executed by ICAR Institutes) for **any Research-related purposes** are **substantially exempted** from levy of any **Custom duty**, and, subsequently fully exempted from any **consequential excise duty / sales tax / VAT, etc..**

Keeping this in view, the **supplier** shall **ensure** that the **imported stores** to be **supplied** by the **supplier** against the **contract** placed by the **purchaser** are **exempted** to the admissible extent from levy of any **Custom duty** or consequential excise duty or sales tax and, accordingly, **obtain the necessary Custom Duty Exemption Certificate** from the purchaser.

- 13.6** For **transportation of imported goods** offered from **abroad**, relevant **instructions** as incorporated under **GCC Clause 10** shall be followed.

- 13.7** For **insurance of goods** to be supplied, relevant **instructions** as provided under **GCC Clause 11** shall be followed.

- 13.8** Unless otherwise specifically indicated in this Bidding document, the terms FOB, FAS, CIF, CIP etc. for **imported goods** offered from abroad, shall be **governed by** the rules & regulations prescribed in the **current edition of INCOTERMS, published by the International Chamber of Commerce, Paris.**
- 13.9** The need for indication of all such **price components** by the **Bidders**, as required in **this clause** (viz., **GITB clause 12**) is for the **purpose of comparison** of the **Bids** by the **purchaser** and will **no way restrict** the **purchaser's right to award the contract on the selected Bidder on any of the terms offered.**

14 Indian Agent

- 14.1** If a **foreign Bidder** has **engaged an agent in India** in connection with **its Bid**, the **foreign Bidder**, *in addition to indicating (i.e. disclosing) the Indian agent's commission, if any, in a manner described under GITB sub clause 12.2 above*, shall **also furnish the following information:-**
- a) The **complete name and address** of the **Indian Agent** and its **permanent income tax account number as allotted by the Indian Income Tax authority.**
 - b) The **details** of the **services** to be **rendered by the agent** for the **subject requirement.**

15 Firm Price / Variable Price

- 15.1** Unless otherwise **specified** in the **SITB**, prices quoted by the **Bidder** shall remain **firm and fixed** during the **currency of the contract** and not subject to **variation on any account**. If a **Bidder**, against the requirement for **fixed price Bid**, submits the **Bid with variable/ adjustable price**, that **Bid will be treated as un-responsive and rejected.**

15.2 In case the **Bidding documents** require offers on **variable price basis**, the **price quoted by the Bidders** will be subject to **adjustment** during the **currency of the contract** to take care of the **changes in the cost of labour and material components** in accordance with the **price variation formula to be specified in the SITB**. If a **Bidder** submits **firm price quotation** against the requirement of **variable price quotation**, that **Bid will be prima-facie acceptable and considered further, taking price variation asked for by the Bidder as zero.**

- 15.3** However, as regards **taxes and duties**, if any, chargeable on the goods and payable, the **conditions stipulated in GITB clause 13** will **apply for both firm price Bid and variable price Bid.**

16. Alternative Bids

- 16.1** Unless otherwise specified in the **Schedule of Requirements**, **alternative Bids shall not be considered.**

17. Documents Establishing Bidder's Eligibility and Qualifications

- 17.1** Pursuant to **GITB clause 11**, the **Bidder shall furnish**, as part of its **Bid**, **relevant details and documents** establishing **its eligibility to quote** and its **qualifications to perform the contract, if its Bid is accepted.**
- 17.2** The **documentary evidence** needed to **establish the Bidder's qualifications** shall **fulfill the following requirements:-**

- a) in case the Bidder offers to supply goods, which are manufactured by some other firm, the Bidder has been duly authorized by the goods manufacturer to quote for and supply the goods to the purchaser. The Bidder shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XIV in this document.
- b) the Bidder has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section IX in these documents.
- c) in case the Bidder is not doing business in India, it is/will be duly represented by an agent stationed in India fully equipped and able to carry out the required contractual functions and duties of the supplier including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications.
- d) in case the Bidder is an Indian agent quoting on behalf of a foreign manufacturer, the Indian agent is already enlisted under the Compulsory Enlistment Scheme of Ministry of Finance, Govt. of India, operated through Directorate General of Supplies & Disposals (DGS&D), New Delhi.

18. Documents establishing Good's Conformity to Bidding Document

- 18.1 The Bidder shall provide with its Online Bid the required samples of Fodder (2 kg of each fodder) in a separate Air Tight plastic container (as per Para 5 of NIT) having Name, Address and Signature of the Bidder on the Container on or before the last date/time of filing/submission of the Online Bids on the portal. These sample(s) should fully confirm to the Technical Compositions/Specifications of goods (Fodder) specified the purchaser in the bidding document.
- 18.2 In case there is any variation and/or deviation between the goods & services prescribed by the purchaser and that offered by the Bidder, the Bidder shall list out the same in a chart form without ambiguity and provide the same along with its Bid.
- 18.3 If a Bidder furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its Bid will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

19. Bid Security i.e. Earnest Money Deposit (Not applicable on GeM)

- 19.1 Pursuant to GITB clauses 8.1 and 11.1(d), the Bidder shall furnish along with its Bid, the Bid Security / earnest money for amount as shown in the List of Requirements. The Bid Security / earnest money is required to protect the purchaser against the risk of the Bidder's unwarranted conduct as amplified under sub-clause 19.7 below.
- 19.2 The Bidders, who are currently registered and, also, will continue to remain registered during the Bid validity period with MSME or with National Small Industries Corporation, New Delhi are exempted from furnishing Bid Security / earnest money. In case the Bidder falls in these categories, it should furnish certified copy of its valid registration details (with MSME or NSIC, as the case may be).
- 19.3 The Bid Security / earnest money shall be denominated in Indian Rupees.
- 19.4 The Bid Security / earnest money shall be furnished in one of the following forms:-

- i) **Account Payee Demand Draft**
- ii) **Fixed Deposit Receipt**
- iii) **Banker's cheque**

The demand draft, fixed Deposit receipt or banker's cheque shall be drawn on any commercial bank in India, in favour of the authority specified in the SITB. In case of bank guarantee, the same is to be provided from any commercial bank in India as per the format specified under Section XIII in these documents. (Not Applicable)

- 19.5 The Bid Security / earnest money shall be valid for a period of forty-five days beyond the validity period of the Bid. (Not Applicable)
- 19.6 Unsuccessful Bidders' Bid Securities / earnest monies will be returned to them without any interest, after expiry of the Bid validity period, but not later than thirty days after conclusion of the resultant contract. Successful Bidder's Bid Security / earnest money will be returned without any interest, after receipt of performance security from that Bidder.
- 19.7 Bid Security / Earnest money of a Bidder will be forfeited, if the Bidder withdraws or amends its Bid or impairs or derogates from the Bid in any respect within the period of validity of its Bid. The successful Bidder's Bid Security / EMD will be forfeited, if it fails to furnish the required performance security within the specified period.

20. Bid Validity

- 20.1 If not mentioned otherwise in the SITB, the Bids shall remain valid for acceptance for a period of 90 days (Ninety days) after the date of Bid opening prescribed in the Bid document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected.
- 20.2 In exceptional cases, the Bidders may be requested by the purchaser to extend the validity of their Bids upto a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ telex/cable followed by surface mail. The Bidders, who agree to extend the Bid validity, are to extend the same without any change or modification of their original Bid and they are also to extend the validity period of the BID SECURITY accordingly. A Bidder, however, may not agree to extend its Bid validity without forfeiting its BID SECURITY.
- 20.3 In case the day upto which, the Bids are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the Bid validity shall automatically be extended upto the next working day.

10. Signing and Sealing of Bid

- 21.1 The Bidders shall submit their Online Bids as per the instructions contained in GITB Clause 11.
- 21.2 Unless otherwise mentioned in the SITB, a Bidder shall submit its Online Bid marking them as "Original".
- 21.3 The scanned copies of the Bid shall either be typed or written in indelible ink and the same shall be signed & Stamped by the Bidder or by a person(s) who has been duly authorized to bind the Bidder to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the Online Bid.
- 21.4 All the scanned copies of the Bid shall be duly signed & Stamped at the appropriate places as indicated in the Online Bid documents and all other pages of the Bid including printed literature, if any shall be initialed by the same person(s) signing the Bid. The Bid shall not contain any erasure or overwriting, except as necessary to correct any error made by the Bidder and, if there is any such correction; the same shall be initialed by the person(s) signing the Bid.

D. SUBMISSION OF ONLINE BIDS

- 22. **Submission of Online Bids**

Unless otherwise specified, the Bidders are to submit Online Bids only through **GeM** as indicated in the SITB. **Original DD/FDR of Earnest Money (Bid Security)/Copy of valid MSME/NSIC Certificate and samples of the Fodder (2 Kg. of each Fodder item) in a separate air tight plastic container having Name, Address and Signature of the Bidder on the container, on or before 17.02.2025 upto 14:00 Hrs on any working day, must be submitted in person to Assistant Administrative Officer, ICAR-National Research Centre on Camel, Bikaner – 334001 (as per Para 5 of the NIT)**

Eligible Bidder(s) who are registered with NSIC/MSME and is having valid NSIC/MSME Certificate shall be given preference as per rules and Guidelines issued by the Govt. of India from time to time.

23. Bid received through other Mode

- 23.1 The Bidder(s) may note that **ONLINE BIDS** through GeM will **ONLY** be accepted. All the requisite supporting documents as mentioned in the bid document should and must be uploaded On-line through Gem. The Bids sent through FAX, E-mail, by hand, by post and/or by any other mean, **shall not be accepted/ processed**, in any case.

24. Alteration and Withdrawal of Bid

- 24.1 The Bidder, after submitting its Bid, is **permitted to alter / modify its Online Bid** so long as such alterations / modifications are received as per process of Online Bidding, within the deadline for submission of Online Bids. Alterations / modifications to Online Bids received after the prescribed deadline of online bidding will not be considered.
- 24.2 **Bid shall not be allowed to be withdrawn after the deadline for submission of Online Bid and before expiry of the Bid validity period.** If a Bidder withdraws the Bid during this period, it will result in forfeiture of the earnest money (if, any) furnished by the Bidder in its Bid.

E. ONLINE BID OPENING

25. Opening of Online Bids

- 25.1 The purchaser will open the Online Bids at the specified date and time and at the specified place as indicated in the SITB.

In case the specified date of Online Bid opening falls on / is subsequently declared a holiday or closed day for the purchaser, the Bids will be opened at the appointed time and place on the next working day.

- 25.2 Authorized representatives of the Bidders, who have submitted Bids on time may attend the Bid opening provided they bring with them letters of authority from the corresponding Bidders.

The Bid opening official(s) will prepare a list of the representatives attending the Bid opening. The list will **contain the representatives' names & signatures and corresponding Bidders' names and addresses.**

F. SCRUTINY AND EVALUATION OF ONLINE BIDS

26. Basic Principle

- 26.1 Online Bids will be evaluated on the basis of the terms & conditions already incorporated in the Bidding document, based on which Bids have been received and the terms, conditions etc. mentioned by the Bidders in their Bids. No new condition will be brought in while scrutinizing and evaluating the Bids.

27. Scrutiny of Bids

- 27.1 The Online Bids will first be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the Bidding document. The Bids, which do not they meet the basic requirements, are liable to be treated as non-responsive and shall be ignored.
- 27.2 The following are some of the important aspects, for which a Bid may be declared non- responsive, shall be ignored and their price bid(s) shall not be opened:-
- (i) Bid is unsigned.
 - (ii) Bidder is not eligible.
 - (iii) Bid validity is shorter than the required period.
 - (v) Bidder has not submitted sample of the Feed/Fodder (2 Kg. of the each fodder item) in a separate Air Tight Plastic Container having Name, Address and Signature of the bidder on the Container on or before the last date/time of filing/submission of the online bids on the portal.
 - (vi) **Bidder** has not agreed to give the required performance security.
 - (vii) Bidder has not furnished requisite documents, proofs etc. as required under the Bid Document.
 - (viii) The bidder is not fulfilling qualification criteria as per section IX of the Bid Document.
 - (ix) The sample of Goods (Fodder) offered are sub-standard, **not meeting the required Technical composition/specification etc given in the Bid Document (Section-VII / VIII).**
 - (x) Bidder has quoted variable price against the requirement of firm price.
 - (xi) **Delivery period quoted by the Bidder** is beyond the required period projected in the Bidding document.
 - (xii) Against a schedule in the List of Requirement (incorporated in the Bidding), the Bidder has not quoted for the entire requirement as specified in that schedule.
 - (xii) Bidder has not agreed to essential condition(s) specially incorporated in the Bidding.

28.PRICE BIDS OF ONLY THOSE BIDDERS SHALL BE OPENED WHO ARE FOUND AND DECLARED TECHNICAL RESPONSIVE.

- 28.1 If during the preliminary examination, the purchaser find any minor informality and/or irregularity and/or non-conformity in a Bid, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the Bidders. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the Bidder by registered/speed post etc. asking the Bidder to respond by a specified date. If the Bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that Bid will be liable to be ignored.

29. Discrepancy in Prices

- 29.1 If, in the **price structure quoted by a Bidder**, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the **purchaser feels that the Bidder has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected** accordingly.
- 29.2 If there is an **error in a total price**, which has been worked out through addition and/or **subtraction of subtotals**, the **subtotals** shall prevail and the **total corrected**; and
- 29.3 If there is a discrepancy between the amounts express in words and figures, the amount in words shall prevail, subject to sub clause 29.1 and 29.2 above.
- 29.4 If, as per the judgment of the purchaser, there is any such **arithmetical discrepancy** in a Bid, the same will be **suitably conveyed to the Bidder** by registered / speed post. If the Bidder does not agree to the observation of the purchaser, **the Bid is liable to be ignored.**

30. Discrepancy

- 30.1 In case any **discrepancy is observed** the purchaser will convey its observation suitably to

the Bidder by register / speed post and, if the Bidder does not accept the purchaser's observation, that Bid will be liable to be ignored.

31.

31.1 **Bids of the Bidders**, who do not meet the required **qualification criteria** prescribed in **Section IX** and also whose samples(s) of the fodder are not meeting desired technical specification & composition given in the Section-VII, will be treated as **non-responsive** and their price bids shall not be opened. Price Bids of only those bidders shall be opened who are declared Technical Responsive.

32. Conversion of Bid currencies to Indian Rupees

32.1 In case the Bidding document permits the Bidders to quote their prices in different currencies, all such quoted prices of the responsive Bidders will be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the B.C. selling exchange rates established by the State Bank of India for similar transaction, as on the date of Bid opening.

33. Schedule-wise Evaluation

33.1 In case the List of Requirements contains more than one schedule, the **responsive Bids will be evaluated and compared separately for each schedule**. The Bid for a schedule will not be considered if the complete requirement prescribed in that schedule is not included in the Bid. However, as already mentioned in GITB sub clause 13.2, Bidders have the option to quote for any one or more schedules and offer discounts for combined schedules. Such discounts, wherever applicable, will be taken into account to determine the Bid or combination of Bids offering the lowest evaluated cost for the purchaser in deciding the successful Bidder for each schedule, subject to that Bidder(s) being responsive.

34. Comparison on CIP Destination Basis

34.1 Unless mentioned otherwise in Section-III – Special Instructions to Bidders and Section- VI – List of Requirements, the comparison of the **responsive Bids shall be on CIP destination basis, duly delivered, commissioned, etc.** as the case may be.

35. Additional Factors and Parameters for Evaluation and Ranking of Responsive Bids

35.1 Further to GITB Clause 34 above, the purchaser's evaluation of a Bid will include and take into account the following:

i) in the case of goods manufactured in India or goods of foreign origin **already located in India, sales tax & other similar taxes and excise duty & other similar duties, which will be contractually payable (to the Bidder), on the goods if a contract is awarded on the Bidder;** and

ii) in the case of goods of foreign origin offered from abroad, **customs duty and other similar import duties/taxes, which will be contractually payable (to the Bidder) on the goods if the contract is awarded on the Bidder.**

35.2 The purchaser's evaluation of Bid will also take into account the additional factors, if any, incorporated in SITB in the manner and to the extent indicated therein.

35.3 In case there is **provision** in the Bid documents for price preference to small scale sectors etc. and **purchase preference to central public sector undertakings**, the same will also be taken care of while evaluating, comparing and **ranking the responsive Bids**.

35.4 If the Bids have been invited on variable price basis, the Bids will be evaluated,

Bidder's capability to perform the contract

compared and ranked on the basis of the position as prevailing on the day of Bid opening and not on the basis of any future date.

36. Bidders capability to perform the Contract.

36.1 The purchaser, through the above process of **Bid scrutiny** and **Bid evaluation** will determine to its satisfaction whether the Bidder, *whose Bid has been determined as the lowest evaluated responsive Bid*, is eligible, qualified and capable in all respects to perform the contract satisfactorily. If there is more than one schedule in the List of Requirements, then, such determination will be made separately for each schedule.

36.2 The above mentioned determination will *inter alia*, take into account the Bidder's financial, technical and production capabilities for satisfying all the requirements of the purchaser as incorporated in the Bid document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the Bidder in its Bid as well as such other allied information as deemed appropriate by the purchaser.

37. Contacting the Purchaser

37.1 From the time of submission of Bid to the time of awarding the contract, if a Bidder needs to contact the purchaser for any reason relating to this Bidding and / or its Bid, it should do so only in writing.

37.2 In case a Bidder attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of Bids and awarding the contract, the Bid of the Bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that Bidder, as deemed fit by the purchaser.

G. AWARD OF CONTRACT

38. Purchaser's Right to accept any Bid and to reject any or All Bids

38.1 The purchaser reserves the right to accept in part or in full any Bid or reject any Bid without assigning any reason or to cancel the Bidding process and reject all Bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected Bidder or Bidders.

39. Award Criteria

39.1 Subject to GITB clause 38 above, the contract will be awarded to the lowest evaluated responsive Bidder decided by the purchaser in terms of GITB Clause 36.

40. Variation of Quantities at the Time of Award

40.1 At the time of awarding the contract, the purchaser reserves the right to increase or decrease by upto fifteen per cent, the quantity of goods and services mentioned in the schedule (s) in the "List of Requirements" without any change in the unit price and other terms & conditions quoted by the Bidder.

41. Notification of Award

41.1 Before expiry of the Bid validity period, the purchaser will notify the successful Bidder(s) in writing, by registered/speed post or by fax/telex/cable (to be confirmed by registered/ speed post) that its Bid for goods & services, which have been selected by the purchaser, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful Bidder must furnish to the purchaser the required performance security within twenty-one days from the date of this notification. Relevant details about the Performance Security have been provided under GCC Clause 5 under Section IV.

41.2 The notification of award shall constitute the conclusion of the contract.

42. Issue of Contract

42.1 Promptly after notification of award, the purchaser will mail the contract form (as per Section XVI) duly completed and signed, in duplicate, to the successful Bidder by registered / speed post.

42.2 Within fifteen days from the date of the contract, the successful Bidder will return the original copy of the contract, duly signed and dated, to the purchaser by registered / speed post.

43. Non-receipt of Performance Security and Contract by the Purchaser

43.1 Failure of the successful Bidder in providing performance security and / or returning contract copy duly signed in terms of GITB clauses 41 and 42 above shall make the Bidder liable for forfeiture of its BID SECURITY and, also, for further actions by the purchaser against it.

44. Return of Bid Security

44.1 The earnest money of the successful Bidder and the unsuccessful Bidders will be returned to them without any interest, whatsoever, in terms of GITB Clause 19.6. (NOT APPLICABLE)

45. Publication of Bid Result

45.1 The name and address of the successful Bidder(s) receiving the contract(s) will be mentioned in the notice board/bulletin/web site of the purchaser.

SECTION - III

SPECIAL INSTRUCTIONS TO BIDDERS (SITB)

SPECIAL INSTRUCTIONS TO ONLINE BIDDERS (SITB)

The following Special Instructions to Bidders will apply for this purchase. These special instructions will modify/substitute/supplement the corresponding General Instructions to Bidders (GITB) incorporated in Section II. The corresponding GITB clause numbers have also been indicated in the text below:

In case of any conflict between the provision in the GITB and that in the SITB, the provision contained in the SITB shall prevail.

| Sl. No. | GITB Content | GITB Clause No | Topic | SITB Provision |
|---------|------------------------------------|----------------|---|--|
| 1. | Preamble | 1.2.(i) | Definition of Purchaser | The Purchaser is National Research Centre on Camel, Indian Council of Agricultural Research, Government of India, Bikaner – 334001 |
| | | | Definition of Goods | The Goods to be supplied are Camel Fodder (as specified under Section – VII). The Quantity of anticipated drawl is mentioned in Section – VI. |
| 2. | Preparation of Tenders | 12.1 | Bid currencies | Indian Rupees |
| 3. | | 15.2 | Firm Price/ Variable Price | Firm Price Quotation is acceptable. |
| | | 19.4 | Bid Security / EMD | Rs. 1,25,000.00 |
| | | 20.1 | Bid Validity | Bid is required to be valid for 120 days. |
| 4. | Submission of Tenders | 22.2 | Submission of Bids | The Bids will be received online only through GeM. However, <u>samples of the Fodder (2 Kg. of each Fodder item) in a separate Air Tight Plastic Container having Name, Address and Signature of the Bidder on the Container</u> along with bid security/MSME certificate must be submitted in person to Ast. Adm. Officer (P), ICAR-National Research Centre on Camel, Bikaner – 334 001 <u>alongwith, on or before 17.02.2025 upto 14:00 Hrs. on any working day.</u> However eligible Bidder(s) who are registered with NSIC/MSME and is having valid NSIC/MSME Certificate shall be given preference as per Rules & Guidelines issued by the Govt. of India from time to time. However, they have to submit bid security declaration form attached with the Bid. |
| 5. | Tender Opening | 25.1 | Opening of Bids | The Online Bids (Technical) will be opened on 17.02.2025 at 16.00 hrs. |
| 6. | Scrutiny and Evaluation of Tenders | 35.3 | Additional Factors & Parameters for Evaluation & Ranking of | Price Preference, to the extent admissible under New GFR, 2017 and new Procurement Manual of MOF, GOI, shall be allowed to the SSI Sector & Central PSUs. |
| 7. | <u>Award of Contract</u> | 40.1 | Variation of Quantities at the Time of Award | The Quantity mentioned in the List of Requirements (Section – VI) indicates only the quantity of anticipated drawal. It may increase or decrease at anytime. |

SECTION - IV

GENERAL CONDITIONS OF CONTRACT

(GCC)

GENERAL CONDITIONS OF CONTRACT (GCC)**1. Application**

- 1.1 The **General Conditions of Contract** incorporated in this section shall be applicable for this purchase to the extent the same are not superseded by the Special Conditions of Contract prescribed under Section V of this document. The Bidders shall also note the same.

2. Use of contract documents and information

- 2.1 The supplier shall not, without the **purchaser's prior written consent**, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this Bidding document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- 2.2 Further, the supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC sub-clause 2.1 above except for the sole purpose of performing this contract.
- 2.3 Except the contract issued to the supplier, each and every other document mentioned in GCC sub-clause 2.1 above shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier's performance and obligations under this contract.

3. Patent Rights

- 3.1 The supplier shall, at all times, indemnify the purchaser, **free of cost**, against all claims which may arise in respect of **goods & services** to be provided by the supplier under the contract for infringement of any **right protected** by patent, registration of designs or trademarks. In the event of any such claim in respect of **alleged breach of patent, registered designs, trademarks** etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

4. Country of Origin

- 4.1 All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.
- 4.2 The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.

5. Performance Security

- 5.1 Within ten days after the issue of notification of award by the purchaser, the supplier shall furnish performance security to the purchaser for an amount equal to Five percent of the total value of the contract, valid up to sixty days after the date of completion of all contractual obligations by the supplier, including the warranty obligations.
- 5.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract and shall be in one of the following forms:
- a) **Account Payee Demand Draft or Fixed Deposit Receipt** drawn on any commercial bank in India, **in favour of the official** of the purchaser as indicated in **SCC** under **Section V**.
 - b) **Bank Guarantee** issued by a **commercial bank in India**, in the prescribed form as provided in **Section XV** of this document.
- 5.3 In the event of **any loss** due to supplier's failure to fulfill its **obligations** in terms of the contract, the amount of the performance security shall be payable to the purchaser to compensate the purchaser for the same.
- 5.4 In the event of any amendment issued to the contract, the supplier shall, within twenty-one days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 5.5 Subject to GCC sub-clause 5.3 above, the purchaser will release the performance security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations.

6. Technical Specifications and Standards

- 6.1 The **Goods & Services** to be provided by the supplier under this contract shall conform to the technical compositions/specifications and quality control parameters mentioned in 'Technical Specification' and 'Quality Control Requirements' under Sections VII and VIII of this document.

7. **Packing and Marking**

- 7.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), **rough handling, open storage** etc. without any **damage, deterioration** etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.
- a. The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements under Sections VII and VII and in SCC under Section V. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.
- 7.2 Packing instructions:
Unless otherwise mentioned in the Technical Specification and Quality Control Requirements under Sections VII and VII and in SCC under Section V, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:
- contract number and date
 - brief description of goods including quantity
 - packing list reference number
 - country of origin of goods
 - consignee's name and full address and
 - supplier's name and address

8. **Inspection and Quality Control**

- 8.1 The purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated the contract.
- 8.2 The Technical Compositions/Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.
- 8.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's and/or if representative(s) may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.
- 8.4 In case the contract stipulates pre-dispatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.
- 8.5 If the supplier Bid the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and completethe formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.
- 8.6 The purchaser's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's representative/ inspector during pre-dispatch inspection mentioned above.

- 8.7 Goods accepted by the purchaser and/or its representative/inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 15.

9. **Terms of Delivery**

- 9.1 Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the contract.

10. **Transportation of Goods**

- 10.1 Instructions for transportation of imported goods offered from abroad:

Unless otherwise mentioned in SCC, the supplier shall follow the instructions mentioned below:

In case of FOB/FAS contracts, shipping arrangements shall be made by the Shipping Co-ordination and Chartering Division/Shipping Co-ordination and Officer, Ministry of Surface Transport, New Delhi, India. Notice about the readiness of Cargo for shipment shall be given by the supplier from time to time at least six weeks in advance for finalizing the shipping arrangement, through Fax/Telex and courier, to the Chief Controller of Chartering, Shipping Co-ordination Officer, Ministry of Surface Transport, Government of India, New Delhi. Within **three weeks** of receipt of the advance notice, as above, the said Chief Controller of Chartering, Shipping Coordination Officer will advise the supplier, through Fax/Telex and courier when and on board what vessels, these goods or such part thereof are to be delivered.

If the advice for shipping arrangement is not furnished to the supplier within three weeks as aforesaid or if the vessel arranged is scheduled to arrive at the specified port of loading later than fifteen days of the date of readiness of cargo, as aforesaid, the supplier may arrange for such transport on alternative carriers with the prior written consent of the purchaser.

Where the supplier is required under the contract to deliver the goods on FOB/FAS basis and to arrange on behalf and at the expense of the purchaser for ocean transportation on Indian flag vessels or vessels of conference lines in which India is a member country, the supplier may arrange for such transportation on alternate carriers if the specified Indian flag vessels or conference vessels are not available to transport

the goods within the time period(s) specified in the contract, with the prior written consent of the purchaser.

Should the goods or any part thereof be not delivered on the nominated vessel (except in case where prior written consent of the purchaser was obtained), the supplier will be liable for all payments and expenses that the purchaser may incur or be put to, by reason of such non-delivery including dead and extra freight, demurrage of vessels and any other charges, whatsoever incurred by the purchaser.

The supplier shall not arrange part-shipments and/or transshipment without the express/prior written consent of the purchaser.

Where the supplier is required under the contract to deliver the goods under CIF/CIP terms, no further restriction shall be placed on the choice of the ocean carrier except that the shipment shall be made by Indian flag vessel or by vessels belonging to the conference lines in which India is a member country.

In case of air lifting of imported goods offered from abroad, the same will be done only through the National Carrier i.e. Air India wherever applicable.

- 10.2 Instructions for transportation of domestic goods including goods already imported by the supplier under its own arrangement:

The supplier will arrange transportation & delivery of the Fodder (including loading, unloading, manpower and all other logistic support required) at various Fodder Godowns (which are situated at various location in the farm Campus of the Purchaser) of the Purchaser as per its own procedure.

11. **Insurance:**

- 11.1 Unless otherwise instructed in the SCC, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:

- i) Wherever necessary, the goods supplied under the contract shall be fully insured in a freely convertible currency in the manner specified in the contract. If considered necessary, the insurance may be done for coverage on "all risks" basis including war risks and strike clauses. The amount to be covered under insurance should be sufficient to take care of the

- ii) overall expenditure, which may be incurred due to any such damage, loss etc. where delivery of imported goods offered from abroad is required by the purchaser on CIF/CIP basis, the supplier shall arrange for insurance for an amount equal to one hundred and ten percent of the CIF or CIP value of the goods from "warehouse to warehouse" (final destination) on "all risks" basis including war risks and strikes and pay for the insurance, making the purchaser as the beneficiary.
- iii) Where delivery is on FOB/FAS basis, marine/air insurance shall be the responsibility of the purchaser.
- iv) in case of supply of domestic goods on CIP destination basis, the supplier shall be responsible till the entire stores contracted for arrive in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier in its own name and not in the name of the Purchaser or its Consignee.

12. **Spare parts**

12.1 If specified in the List of Requirements and in the resultant contract, the supplier shall supply/provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/or supplied by the supplier:

- a) the spare parts as selected by the purchaser to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and
- b) in case the production of the spare parts is discontinued:
 - i) Sufficient advance notice to the purchaser before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc., and
 - ii) immediately following such discontinuation, providing the purchaser, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the purchaser.

12.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the purchaser promptly on receipt of order from the purchaser.

13. **Incidental services**

13.1 Subject to the stipulation, if any, in the SCC (Section-V) and the Technical Specification (Section – VII), the supplier shall be required to perform any or all of the following services.

- i) Providing required jigs and tools for assembly, start-up and maintenance of the goods
- ii) Supplying required number of operation & maintenance manual for the goods
- iii) Installation and commissioning of the goods
- iii) Training of purchaser's operators for operating and maintaining the goods
- iv) Providing after sales service during the tenure of the contract
- v) Providing maintenance service after expiry of the warranty period of the goods if so incorporated in the contract

13.2 Prices to be paid to the supplier by the purchaser for any of the required incidental services, if not already included in the contract price during the placement of the contract, shall be settled and decided in advance by the purchaser and the supplier. However, such prices shall not exceed the contemporary rates charged by the supplier to other customers for similar services.

14. **Distribution of Dispatch Documents for Clearance/Receipt of Goods**

The supplier shall send all the relevant dispatch documents well in time to the purchaser to enable the purchaser clear or receive (as the case may be) the goods in terms of the contract.

Unless otherwise specified in the SCC, the usual documents involved and the drill to be followed in general for this purpose are as follows.

- (i) For Domestic Goods

Within 24 hours of dispatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract, the complete details of dispatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract):

| | |
|----|--|
| a) | Supplier's Invoice indicating, <i>interalia</i> description and specification of the goods, quantity, unit price, total value; |
| b) | Packing list; |
| c) | Certificate of country of origin; |

| | |
|----|---|
| d) | Insurance certificate; |
| e) | Railway receipt/Consignment note; |
| f) | Manufacturer's guarantee certificate and in-house inspection certificate; |
| g) | Inspection certificate issued by purchaser's inspector |
| h) | Expected date of arrival of goods at destination |
| | and |
| i) | Any other document(s) as and if specifically mentioned in the contract |

(ii) For imported Goods offered from Abroad

Within 24 hours of dispatch, the supplier shall notify the purchaser, consignee, others concerned if mentioned in the contract, the complete details of dispatch and also supply to them following documents by air mail/ courier (or as instructed in the contract):

| | |
|----|---|
| j) | Supplier's Invoice giving full details of the goods including quantity, value, etc.; |
| k) | Packing list; |
| l) | Certificate of country of origin; |
| m) | Manufacturer's guarantee and Inspection certificate; |
| n) | Inspection certificate issued by the Purchaser's Inspector; |
| o) | Insurance Certificate; |
| p) | Name of the Vessel/Carrier; |
| q) | Bill of Lading/Airway Bill; |
| r) | Port of Loading; |
| s) | Date of Shipment; |
| t) | Port of Entry & expected date of arrival of goods at Port of Entry/ Destination |
| | and |
| u) | Any other document(s) as and if specifically mentioned in the contract |

15.

Warranty

- 15.1 The supplier warrants that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (*except when the design adopted and / or the material used are as per the purchaser's specifications*) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.
- 15.2 This warranty shall remain valid for twelve months after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the purchaser in terms of the contract or for fifteen months from the date of dispatch from the supplier's premises for domestic goods or for **eighteen months after the date of shipment** from the port of loading in the source country for imported goods offered from abroad, whichever is earlier, unless specified otherwise in the SCC.
- 15.3 In case of any claim arising out of this warranty, the purchaser shall promptly notify the same in writing to the supplier.
- 15.4 Upon receipt of such notice, the supplier shall, with all reasonable speed (or within the period, if specified in the SCC), repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination and the supplier shall take over the replaced parts/goods after providing their replacements. No claim whatsoever shall lie on the purchaser for such replaced parts/goods thereafter.
- 15.5 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended to a **further period of twelve months from the date such rectified / replaced goods starts functioning to the satisfaction of the purchaser.**
- 15.6 If the supplier, having been notified, **fails to rectify/replace the defect(s) within a reasonable period (or within the period, if specified in the SCC), the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at**

the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.

16. **Assignment**

16.1 The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Purchaser's prior written permission.

17. **Sub Contracts**

17.1 The Supplier shall notify the Purchaser in writing of all sub contracts awarded under the contract if not already specified in its Bid. Such notification, in its original Bid or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.

17.2 Sub contract shall be only for bought out items and sub-assemblies.

17.3 Sub contracts shall also comply with the provisions of GCC Clause 4 ("Country of Origin").

18. **Modification of contract**

18.1 If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, make alterations and modifications, within the general scope of contract in any one or more of the following:

- a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser,
- b) mode of packing,
- c) incidental services to be provided by the supplier
- d) mode of dispatch,
- e) place of delivery, and
- f) any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.

18.2 In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by the purchaser, the supplier shall convey its views to the purchaser **within twenty-one days** from the date of the supplier's receipt of the purchaser's amendment / modification of the contract.

19. **Prices**

19.1 Prices to be charged by the supplier for supply of goods and provision of services in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its Online Bid and incorporated in the contract except for any price adjustment authorized in the SCC.

20. **Taxes and Duties**

20.1 Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to the purchaser.

20.2 Further instruction, if any, shall be as provided in the SCC.

10. **PAYMENT**

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

21.2 The payment shall be made in the following manner and on production of the following documents.

A) **Payment for goods supplied from abroad – NOT APPLICABLE FOR THIS CONTRACT**

- i) **On shipment:** 90% of the contract price shall be paid through irrevocable letter of credit established in favour of the foreign supplier in a scheduled commercial bank in India or a bank in the supplier's country acceptable to the purchaser, upon submission of the following documents.
 - a) Certified copy of the fax sent by the supplier to the purchaser and other as per GCC sub- clause 10.3(a).
 - b) Suppliers signed commercial invoice showing contract number description of the supplied goods, corresponding quantity, unit price and the total value and name(s) of the consignee(s) for the supplied goods.
 - c) Original clean on board bill of lading marked freight pre-paid consigned to the interim/port consignee evidencing description of the goods, quantities, relevant details about the contract number etc.
 - d) Packing list, identifying contents of each package
 - e) Insurance policy or certificate in duplicate endorsed in blank with claims payable in India in the currency of the Letter of

Credit.

- f) Manufacturer's/supplier's warranty certificate and supplier's factory inspection report.
- g) Pre-dispatch inspection certificate issued by the purchaser's nominated inspection agency, if so specified.
- h) Certificate of origin
- i) Supplier's certificate confirming that the required documents have been sent to all concerned in terms of GCC sub-clause 10.3 (a).
- j) Supplier's certificate confirming that the amounts shown in the invoice are correct in terms of the contract and that all the terms and conditions of the contract have been complied with for claiming this payment.
- k) Any other document(s) and/or modification of above documents specified in the Schedule of Requirements and the contract.

ii) On final acceptance

5% of the contract price of goods received shall be paid within 30 (Thirty) days of receipt of goods on submission of the claim supported by the acceptance certificate issued by the purchaser or the purchaser's nominated representative in the proforma given in section.....of the bidding documents.

iii) Payment of agency commission:

Payment shall be made in Indian rupees within 30 (thirty) days of presentation of claim supported by a certificate from the purchaser conforming that the goods have been delivered, full 100% payment have been made to the foreign supplier and all other contractual obligations, have been performed by the supplier and its agent for claiming this payment.

The payment (towards agency commission) will be made by the purchaser's paying authority specified in the contract and not through Letter of Credit.

B) Payment for goods supplied from India: - APPLICABLE FOR THIS CONTRACT

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

i) On Delivery:

Subject to supply of Fodder (by the Supplier) as per specified Composition & Quality Control Requirements, as specified by the Purchaser, 100% of the price of monthly schedule wise supply shall be paid within 30 (thirty) days of receipt of Claim on receipt of the monthly supply of fodder by the consignee and upon submission of following documents to the paying authority:-

- a) The supplier's invoice showing contract number, description of goods, quantity, unit price and the total amount.
- b) Railway receipt or Delivery note;
- c) Packing list identifying contents of each package;
- d) Insurance certificate
- e) Manufacturer's/Supplier's warranty certificate,
- f) Pre-dispatch inspection certificate issued by the purchaser's nominated inspection agency, if so specified and the supplier's factory inspection report.
- g) Certificate of origin
- h) Provisional receipt certificate / delivery challan the corresponding delivery, issued by the consignee;
- i) Any other document(s) and/or modification of above documents specified in the Schedule of requirements and the contract.

C) Payment for incidental services and supervision:

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

21.3 Operation of the letter of Credit:

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

22. Delay in the supplier's performance

The supplier shall deliver of the fodder and perform the services under the contract within the time schedule specified by the purchaser in the List of Requirements and as incorporated in the contract.

22.1 Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:

- (a) imposition of liquidated damages,
- (ii) Forfeiture of its performance security and
- (iii) Termination of the contract for default.

22.2 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the purchaser in writing about the same and its likely duration and make a request to the purchaser for extension of the delivery schedule accordingly. On receiving the supplier's communication, the purchaser shall examine the Situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

22.3 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:

(a) The purchaser shall recover from the supplier, under the provisions of the clause 23 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.

(b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.

(c) But nevertheless, the purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

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

23. **Liquidated damages**

23.1 Subject to GCC clause 26, if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the purchaser shall, without prejudice to other rights and remedies available to the purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 1.0% percentage of the delivered price of the delayed goods and/or services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 10% percentage of the delayed goods' or services' contract price(s).

During the above mentioned delayed period of supply and / or performance, the conditions incorporated under GCC sub-clause 22.4 above shall also apply.

24. **Termination for default**

24.1 The purchaser, without prejudice to any other contractual rights and remedies available to it (the purchaser), may, by written notice of default to the supplier, **terminate** the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC sub-clauses 22.3 and 22.4.

24.2 In the event of the purchaser terminates the contract in whole or in part, pursuant to GCC sub-clause 24.1 above, the purchaser may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the purchaser for the extra expenditure, if any, incurred by the purchaser for arranging such procurement.

24.3 Unless otherwise instructed by the purchaser, the supplier shall continue to perform the contract to the extent not terminated.

25. **Termination for insolvency**

25.1 If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the purchaser.

26. **Force Majeure**

26.1 Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.

26.2 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 which is not foreseeable**. Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, and freight embargoes.

26.3 If a **Force Majeure Situation arises**, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof **within twenty one days** of occurrence of such event. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

26.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

26.5 In case due to a Force Majeure event, the purchaser is unable to fulfill its contractual commitment and responsibility, the purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

27. **Termination for convenience**

27.1 The purchaser reserves the right to terminate the contract, in whole or in part for it's (purchaser's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the purchaser. The notice shall also indicate interalia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.

27.2 The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the purchaser following the contract terms, conditions and prices. For the remaining goods and services, the purchaser may decide:

- a). to get any portion of the balance completed and delivered at the contract terms, conditions and prices;and / or
- b). to cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

28. **Governing language**

28.1 The contract shall be written in English language or in Hindi language following the provision as contained in GITB clause 4. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

29. **Notices**

29.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing, which will also provide proof of receipt by the other party, or by cable or telex or facsimile and confirmed in writing. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

29.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

30. **Resolution of disputes**

30.1 If dispute or difference of any kind shall arise between the purchaser and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

30.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty one days of its occurrence, then, unless otherwise provided in the SCC, either the purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided:

- i) When the contract is with domestic supplier, the applicable arbitration procedure will be as per Indian Arbitration and Conciliation Act, 1996.
- ii) When the contract is with foreign supplier, the supplier has the option to choose either Indian Arbitration and Conciliation Act, 1996 or Arbitration in accordance with the provision of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

30.3 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued.

31. **Applicable Law**

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

Any legal dispute arising out of this contract shall be within the Jurisdiction of Bikaner Court(s).

----- x -----

SECTION - V

SPECIAL CONDITIONS OF CONTRACT (SCC)

SECTION - V**SPECIAL CONDITIONS OF CONTRACT (SCC)**

The following Special Conditions of Contract (SCC) will apply for this purchase. The corresponding clauses of General Conditions of Contract (GCC) relating to the SCC stipulations have also been incorporated below.

These Special Conditions will modify/substitute/supplement the corresponding (GCC) clauses.

Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

| S. No | GCC Content | GCC Clause No. | Topic | SCC Provision |
|-------|----------------------|----------------|--|---|
| 1. | Performance Security | 5.2(a) | Performance Security [for an amount equal to 5 percent of the total value of the contract, valid up to sixty days after the date of completion of all contractual obligations by the supplier, including the warranty obligations] | Only Account Payee DD/PO/FDR payable to "ICAR Unit - NRCC, Bikaner" at Bikaner shall be acceptable; Banker's Cheque shall not be accepted ; however, Bank Guarantee shall be acceptable in format given in Section-XV of this Bid Document,. |
| 2. | Warranty | 15. | Warranty | <u>Not Applicable</u> , as the Feed Items are Consumables; however, the quality of supply of Fodder Items must meet the desired technical composition indicated in Section VII and Section VIII |

SECTION - VI

LIST OF REQUIREMENTS

SECTION-VI**LIST OF REQUIREMENTS**

| Sl.No. | Description of | | | |
|--------|---|--|------------------|---------------------|
| 1. | Camel Fodder (as per composition) | The Fodder must be of good quality and should be free from and foreign material, fungi, insects, weevils and sand free. The Composition will be as follows :- | | |
| | | Name of feed Item | Quantity Quintal | Moisture Maximum |
| | | Dry Guar Chara (Barani) | 3000 | 8% |

Consolidated amount of Bid Security (i.e. EMD):

For Dry Guar chara Rs. 1,25,000.00
is required for submitting **Bid as per rule.**

Terms of Delivery and Destination:**Month-wise Delivery Schedule In Quintals**

| Month | Dry Guar Chara (Barani) |
|--------------|-------------------------|
| Mar.-2025 | 1000 |
| April.-2025 | 500 |
| May-2025 | 500 |
| June-2025 | 500 |
| July-2025 | 500 |
| Total | 3000 |

Delivery Point/Destination

FOR: Fodder Godowns of Purchaser Situated at various locations in the field farm Campus (supplier has to arrange supervision, loading, unloading, manpower and all other required logistic support at his own expenses)

Price quoted shall be in Indian Rupees.

Payment: Will be made within one month from the date of receipt of fodder as per required technical specifications & composition(Section-VII & Section-VIII) as per monthly delivery schedule and as per GCC Clause.

Taxes & Duties: Supplier may show full GST etc. as no Form "C" or "D" will be issued by the Institute.

**Liquidated damage Clause :-
and Pro-rata Deductions**

As indicated in Section III and Section VIII.

SECTION - VII

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS**SECTION-VII**

| SI.No. | Description of the item | | |
|--------|---|--|----|
| 1. | Camel Fodder (As per Composition mentioned in Section – VII and Quality Control Requirement mentioned in Section = VIII). | The Fodder must be of good quality and should be free from any foreign material, fungi, insects and weevils. The Composition will be as follows | |
| | | 1. Dry Guar Chara (Barani) | |
| | | Moisture (Maximum) | 8% |
| | | Crude Protein (Minimum) | 6% |
| | | PRORATA DEDUCTIONS will be applied as specifically indicated & clarified in the Section VIII (Quality Control Requirements). | |

QUALITY CONTROL REQUIREMENTS

| Sl. No. | Quality Control Condition | Quality Control Requirement, Deduction & Rejection |
|---------|--|--|
| 1. | Quality Inspection Stages of Guar Chara dry (Barani) | <p>Quality of supplied Fodder will be inspected at the time of supply at NRCC. The Composition of fodder would also be checked by the nominated Scientist(s) in the laboratory of the NRCC and in case any deficiency is found beyond permissible limit, as indicated in the Section VII, proportionate deductions would be made as under :-</p> <p>1. <u>Moisture</u> = Allowed to Maximum 8%. Prorata deduction of 1% will be made upto 12% only. Fodder having more than 12.0%. Moisture would be rejected.</p> <p>2. <u>Sand/Silica</u> = The Fodder should be free of Sand/Silica. Prorata deduction of 1% will be made upto 3% (maximum) sand/silica. Fodder having more than 3% sand/silica would be rejected.</p> <p>3. <u>Crude Protein</u> = Minimum 6% in Guar Chara. Prorata deduction of 1% will be made for crude protein below the above prescribed limit. Fodder having Crude Protein less than 6% in Guar Chara would be rejected.</p> <p>The inferior fodder not meeting the prescribed above Composition or differ from sample during inspection and/or re-inspection at the time of unloading, shall be rejected at no cost to this Centre and supplier shall have to lift back the rejected fodder at his own cost without any delay after receiving Notice/Call/Message from I/C fodder godown/Purchaser (NRCC).</p> |

QUALIFICATION CRITERIA

| Sl. No. | Qualification Conditions for the Bidder | | |
|---------|---|---|---|
| 1. | Minimum No. of Purchase Orders successfully executed, for Compound Cattle Feed/Fodder | : | At least One Successful execution of Supply of fodder to any Govt. Dept. (Central/State)/ Autonomous Body/SAU/Vety. University. |
| 2. | Past Business Reputation | : | The Bidder should not have been blacklisted by any Govt. Dept. (Central/State)/ Autonomous Body/SAU/Vety. University. Submit undertaking on Non-Judicial Stamp Paper worth Rs. 100.00 (duly attested by Notary Public). |

Note: Bidder has to attach proof(s) for (1) and (2) above and appropriately reply in Questionnaire of Bid Document [Section XII/Page 49].

Signature of Bidder

TENDER FORM

Date.....

To

.....
.....
..... (Complete address of the purchaser)

Ref. Your Tender Enquiry Document No. **NRCC/ADM/P/1(10)P/रुद्र चारा/2024-2025** dated 27.01.2025

We, the undersigned have examined the above mentioned tender enquiry document, including amendment No. -----, dated ----- (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver..... (Description of goods and services) in conformity with your above referred document for the sum of _____(total tender amount in figures and words), as shown in the price schedule(s), attached herewith and made part of this tender.

If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section - V – “Special Conditions of Contract”, for due performance of the contract.

We agree to keep our tender valid for acceptance for a period upto -----, as required in the GIT clause 20, read with modification, if any in Section-III – “Special Instructions to Tenderers” or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender upto the aforesaid period and this tender may be accepted at any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

Dated this.....day of....., 2025

.....
(Signature)

.....
(Name and designation)

Duly authorized to sign tender for and on behalf of

.....
.....

Mobile No.

E-mail:

BID FORM AND PRICE SCHEDULES**SECTION-XI**

Date:

To

**The Director,
NATIONAL RESEARCH CENTRE On CAMEL PO Box - 7
BIKANER – 334 001 (RAJASTHAN)**

Ref: Your bidding documents No. **NRCC/ADM/P/1(10)P/उष्ट्र चारा/2024-2025 dated : 27.01.2025**

Sir,

Having examined the above-mentioned bidding documents, including addenda Nos. (if any), the receipt of which is hereby duly acknowledged, we the undersigned, offer to supply and deliver..... (description of goods and services) in conformity with the said bidding documents for the sum as shown in the price schedules, attached herewith and made part of this bid.

We undertake, if our bid is accepted, to deliver the goods and complete the services in accordance with the delivery schedule specified in the schedule of Requirements after fulfilling all the applicable requirements incorporated in the above referred bidding documents.

If our bid is accepted, we will provide you with performance security as per the instructions specified in GCC clause 5 and in a form acceptable to you in terms of GCC clause 5.2 for a sum equivalent to 5% (Five percent) of the contract price for the due performance of the contract.

We agree to abide by this bid for the bid validity period specified in the GIT clause 19 (read with modification, if any, in the Bid Data Sheet) or for the subsequently extended period, if any agreed to by us and it shall remain binding up on us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this old bid together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

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

Dated this.....day of2025.....

Signature

(in the capacity of)

Duly authorized to sign bid for and on behalf of

Mobile No.

E-mail:

PRICE SCHEDULE FOR DOMESTIC GOODS OR GOODS OF FOREIGN ORIGIN LOCATED WITHIN INDIA TO BE QUOTED IN BOQ IN .XML FORMAT

| 1 | 2 | 3 | 4 | Price Schedule _n | | | | | | 6 | 8 | |
|---------------------------------|----|-------------------------|------------|-----------------------------|----------------------------|---|--------------------|------------------------|------------------------|---|---|--|
| | | | | Item Name | Accounting unit & quantity | Ex-factory/ex-ware house/ex-show room off-the-shelf | Excise duty if any | Packing and forwarding | In-land Transportation | | | Insurance, other duties and taxes, if any (other than GST) and incident at costs |
| A. | 1. | Dry Guar Chara (Barani) | 3000 Qtls. | (a) | (b) | (d) | (e) | (f) | 3x5 | | | |
| Amount to be quoted on GeM only | | | | | | | | | | | | |

Total bid price in Indian Currency*: (in figures) : --- (in words) ---.

Place: Date: **Note:**

- I. In case of discrepancy between unit price and total price, the unit price shall prevail.
- II. If nothing to the contrary to this effect is mentioned under Section VII (Technical Specification and Quality Control Requirements), the bidder shall give list of spare parts for two years operation separately indicating description, quantity, unit price and total price in the above format for those items whose scope of supply includes spare parts as per 'Technical Specifications' give is Section VII.

Signature of bidder with stamp

QUESTIONNAIRE (Part –A)

| Sl. No. | Details of relevant Information sought | Information furnished by the Bidder. |
|----------------|--|---|
| 1. | Name of Firm | : |
| 2. | Date of Establishment of Firm | : |
| 3. | Legal Status of Firm [Whether Sole Proprietary-ship/ Cooperative, Partnership Firm/Company (under Company Act)/Society/Central PSU/State PSU or so?] | : |
| 4. | Firm's Registration. No. & Date | : |
| 5. | Copy of Registration. Certificate | :(To be enclosed) |
| 6. | Atleast One successfully execution of Fodder to any Govt. Dept. (Central/State)/ Autonomous Body/SAU/Vety. University [Attach copies of PO(s) and Certificate] | : |
| 7. | Name of Proprietor of Firm (In case of Govt. Firm, Name & Designation of Chief Executive Officer), alongwith Address, Tel. No., Fax No. & e-mail address | : |
| 8. | Details of Blacklisting by any Govt. Deptt./Organizations , if any. <u>Answer Yes or No.</u> If Yes, the firm must also provide the detailed reasons for its blacklisting, for consideration of its Bid on overall Merits, if any. | : |

Note: Bidder should fill-up complete information on above point 01-09 and also attach requisite copies for proofs for the information furnished under point 6 above.

Not filling up of the complete information and non furnished of requisite proofs, shall lead to declaring the bid as non-responsive for which the Bidder shall be wholly responsible.

Signature of Bidder :
[Either "Proprietor" or
"Authorized Signatory"

(Enclosing the **Letter of Authority**
From **Proprietor**)]

Signatory's Name: Business
Address:

QUESTIONNAIRE (Part – B)

The Bidder should furnish specific answers to all the questions/issues mentioned below. In case a question/issue does not apply to a Bidder, the same should be answered with the remark "not applicable".

Wherever necessary and applicable, the Bidder shall enclose certified copy as documentary proof/evidence to substantiate the corresponding statement.

In case a Bidder furnishes a wrong or evasive answer against any of the under-mentioned question/issues, its Bid will be liable to be ignored.

1. Brief description and of goods and services offered:
2. Offer is valid for acceptance upto :.....
3. Your permanent Income Tax A/C No. :.....
4. Attach certified copy of your latest/current year Income Tax clearance certificate
5. Status :
 - (a) Are you currently registered with the Micro Small & Medium Enterprises (MSME) National Small Industries Corporation (NSIC), New Delhi, and/or the present purchaser and/or the Directorate of Industries of the concerned State Government for the goods quoted? If so, indicate the date up to which you are registered and whether there is any monetary limit imposed on your registration.
 - (b) Are you currently registered under the Indian Companies Act, 1956 or any other similar Act? Please attach certified copy(s) of your registration status etc. in confirmation to your answer(s) to above queries.
6. Please indicate name & full address of your Banker(s) :
7. Please state whether business dealings with you currently stand Suspended/banned by any Ministry/Deptt. of Government of India or by any State Govt.

.....
(Signature with date)

.....
.....
.... (Full name, designation & address of the person duly
_authorized sign on
behalf of the Bidder)

For and on behalf of
.....
.....
.. (Name, address and stamp of the
Bidding firm)

BANK GUARANTEE FORM FOR EMD

(NOT APPLICABLE FOR THIS RATE CONTRACT)

Whereas(hereinafter called the "Tenderer")
 has submitted its quotation dated.....
for the supply of
(hereinafter called the "Tender") against the purchaser's tender
 enquiry No.
 Know all persons by these presents that we of
having our registered office at
are bound unto
(hereinafter called the "Purchaser) in the sum of
 for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and
 assigns by these presents. Sealed with the Common Seal of the said Bank this..... day of
2025.....

The conditions of this obligation are —

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the Bidder having been notified of the acceptance of his Bid by the Purchaser during the period of its validity:-
 - a) Fails to refuse to furnish the Performance Security for the due performance of the contract.
 - b) Fails or refuses to accept/execute the contract.

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

This guarantee will remain in force for a period of forty five days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
 (Signature of the authorised officer of the Bank)

.....

 Name and designation of the officer

 Seal, name & address of the Bank and address of the Branch

MANUFACTURER'S AUTHORISATION FORM

To,

**The Hon'ble Director,
National Research Centre on Camel
Bikaner**

Ref.: Your Bid Document No.

Dear Sirs,

We,....., who are proven and reputable manufacturers of
.....(*name and description of the goods offered in the tender*) having
factories at

....., hereby **authorize** Messrs.
(*name and address of the agent*) to **submit a Bid, process** the same **further** and **enter** into a **contract** with you against your requirement as *contained in the above-referred Bidding documents for the above goods manufactured by us.*

We further **confirm** that **no supplier or firm or individual other than Messrs.** (*name and address of the above agent*) is **authorized to submit a Bid, process** the same **further** and **enter** into a **contract** with you against your requirement as *contained in the above referred Bidding documents for the above goods manufactured by us.*

We also hereby **extend our full warranty**, as applicable as per **clause 15** of the **General Conditions of Contract**, read with modification, if any, in the **Special Conditions of Contract** for the goods and services offered for supply by the above firm against this Bidding document.

Yours faithfully,

.....

[signature with date, name and designation]

for and on behalf of Messrs.....

[name & address of the manufacturers]

Note : *This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.*

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To
,
**The Director,
National Research Centre on Camel
Bikaner**

WHEREAS (name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of Contract No. dated to supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs. (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents, which may be made between you and the supplier, shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid upto and including the 31.12.2025 (Two months over & above supply period)

.....
(Signature with date of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

SECTION – XVI

CONTRACT FORM

CONTRACT FORM
PURCHASE SECTION
NATIONAL RESEARCH CENTRE ON CAMEL
(Indian Council of Agricultural Research)
P.B. No.07, JORBEER, BIKANER-334001

F.No NRCC/ADM/P/1(10)P/उष्ट्र चारा/2024-2025

Dated: _____

Contract No..... dated.....

This is in continuation to this office' Notification of Award No..... dated

1. Name & address of the Supplier:
2. Purchaser's Bidding Document No. NRCC/ADM/P/1(10)P/उष्ट्र चारा/2024-2025 dated: 27.01.2025 and subsequent amendment number....., dated.....(if any), issued by the purchaser
3. Supplier's Bid No..... dated..... and subsequent communication(s) No..... dated (if any), exchanged between the supplier and the purchaser in connection with this tender.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paras 2 and 3 above, shall be deemed to form and be read and construed as part of this contract :
 - (i) **General Conditions of Contract;**
 - (ii) **Special Conditions of Contract;**
 - (iii) **List of Requirements;**
 - (iv) **Technical Specifications;**
 - (v) **Quality Control Requirements;**
 - (vi) **Bid Form furnished by the supplier;**
 - (vii) **Price Schedule furnished by the supplier in its Bid;**
 - (viii) **Manufacturers' Authorization Form (if applicable for this Bid);**
 - (ix) **Purchaser's Notification of Award**

Note : The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under clause 1 of Section II - 'General Instructions to Bidders' of the Purchaser's Bidding Document shall also apply to this contract.

5. **Certain terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:**

- (i) **Brief particulars of the goods and services which shall be supplied / provided by the supplier are as under:**

| Schedule No. | Brief description of goods/services | Accounting unit | Quantity to be supplied | Unit Price | Total price | Terms of delivery |
|--------------|-------------------------------------|-----------------|-------------------------|------------|-------------|-------------------|
| | | | | | | |

Any other additional services (if applicable) and cost thereof: Total

value (in figure)_____ (In words) _____

- (ii) **Details of Performance Security:**

- (iii) Delivery schedule:
- (iv) Quality Control

(a) Mode(s), stage(s) and place(s) of conducting inspections and tests:

(b) Designation and address of purchaser's inspecting officer:

- (v) Destination and dispatch instructions:
- (vi) Consignee, *including port consignee, if any*:
- (vii) Warranty clause
- (viii) Payment terms
- (ix) Paying authority

.....
 (Signature, name and address
 of the purchaser's authorised official)

For and on behalf of.....

Received and accepted this contract

.....
 (Signature, name and address of the supplier's executive duly
 authorised to sign on behalf of the supplier)

For and on behalf of (Name and
 address of the supplier)
 (Seal of
 the supplier)

Date: Place:

----- X -----

Bid Security Declaration form

(To be give on company/firm's Letter Head by those who are entitled for exemption from bid security)

Date :

Tender No:

I/We accept that I/We may be disqualified from bidding for any contract with you upto 31.12.2025, if I/We am/are in a breach of any obligation under the bid conditions, because I/We

- A) Have withdrawn modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid, or
- B) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or refuse to execute the contract, of required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instruction to bidders.

I/We understand the Bid Security Declarations shall cease to be valid if I/We am/are not the Successful bidder, upon the earlier of (i) the receipt of your Notification of the name of the successful Bidder, or (ii) thirty days after the expiration of the validity of my/our bid.

Signed (Insert signature of person whose name and capacity are shown)

In the capacity of (Insert legal capacity of person signing the Bid Security Declaration)

Name..... (Insert complete name of person signing the Bid Security Declaration)

Duly authorized to sign the bid for and on behalf of.....(insert complete name of bidders)

Dated on..... Day of.....2025 (Insert date of signing)

Corporate seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Security Declaration must be in the name of all partners to the Joint Venture that submit the bid)

