

<b>NATIONAL RESEARCH CENTRE ON CAMEL, BIKANER-334001</b>		 <b>ICAR</b>
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F.No. NRCC/ADM/P/1(39)P/GC-GNC/2016/Vol. I/

Date: 24.11.2016

**ONLINE BIDDING DOCUMENT FOR PROCUREMENT OF CAMEL FODDER/CHARA UNDER TWO BID SYSTEM**

<b>Dates of sale of ONLINE Bidding document</b>	:	<b>From</b> 25.11.2016 from 10.00 Hrs.
<b>Place of Download of Bidding document</b>	:	<b>www.nrccamel.res.in or http://eprocure.gov.in/eprocure/app</b>
Pre Bid Meeting	:	<b>05.12.2016 at 11.00 hrs.</b>
<b>Closing date and time for receipt of Online Bids</b>	:	<b>21.12.2016 upto 17:00 Hrs.</b>
<b>The Date/Time by which the original Pay Order/DD of Tender Fee and Bid Security and also the sample of Fodder must reach/submitted at the office of A.O., NRCC, Jorbeer, Shivbari, Bikaner</b>	:	<b>21.12.2016 upto 17:00 Hrs.</b>
<b>Time and date of opening of Online Technical Bids</b>	:	<b>22.12.2016 at 11:00 Hrs.</b>
<b>Time and date of opening of Online Financial Bids</b>	:	<b>Shall be notified later.</b>
<p><b>The Bidder(s) may note that ONLINE BIDS will ONLY be accepted. All the requisite supporting documents as mentioned in the bid document should and must be uploaded On-line <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a>. The Bids sent through FAX, E-mail, by hand and/or by post <u>shall not be accepted/ processed</u>, in any case.</b></p>		

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**SECTION - I**

**INVITATION FOR ONLINE BIDS (I FOB)**

## ICAR - NATIONAL RESEARCH CENTRE ON CAMEL

Post Bag No.07, Jorbeer, Bikaner-334 001  
Phone No.0151-2230183, 2230858 Fax No.0151-2231213

### NOTICE INVITING ONLINE TENDER FOR PROCUREMENT OF FODDER/CHARA

File No. NRCC/ADM/P/I(39)P/GC-GNC/2016/

Dated : 24.11.2016

1. On behalf of Secretary, ICAR, the Director, ICAR-NRCC 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.	Dry Guar Chara (Barani)	7000 Quintal	1,70,000.00
2.	Dry Ground Nut Chara	4000 Quintal	1,30,000.00

2. Interested bonafide and reputed Suppliers may **submit online bid for above Fodder** alongwith all requisite documents and scan copies of P.O./D.D. of Tender Fee of Rs. 1,000.00 (Non-Refundable) for each bid and Bid Security, as per following tender schedule:-

Tender ID	Shall be notified on the website of NRCC www.nrccamel.res.in.
Tender Reference No.	NRCC/ADM/P/I(39)P/GC-GNC/2016
Date of release of Tender through e-procurement Portal	25.11.2016 from 10.00 hrs.
Pre bid meeting	05.12.2016 at 11.00 hrs.
Last date & time for submission of online bid	21.12.2016 at 17.00 hours
Last date & time of submission of samples of the Fodder, Tender Fees and EMD	21.12.2016 upto 17.00 hrs.
Date & time for opening of <b>Technical</b> bid	22.12.2016 at 11.00 hours
Date & time for opening of <b>Financial</b> bid	Shall be notified later
Address for Communication	Director, NRC on Camel, P.B. No. – 07, Jorbeer, Bikaner – 334 001 (Rajasthan)

3. Tender Form of above Fodder can be downloaded free of cost from the website <http://eprocure.gov.in> OR [www.nrccamel.res.in](http://www.nrccamel.res.in).
4. **The Bidder(s) may note that ONLINE BIDS will ONLY be accepted. All the requisite supporting documents as mentioned in the bid document should and must be uploaded On-line <http://eprocure.gov.in/eprocure/app>. 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 Orders of Tender Fee (Rs. 1,000.00 for bid) and Bid Security as per detail above, must be deposited in the form of Demand Draft/Pay Order (not Cheque) payable to “ICAR Unit, NRCC, Bikaner”, **in person to Administrative Officer, ICAR-National Research Centre on Camel, Bikaner – 334 001 alongwith handing over of 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 the last date/time of filing/submission of the online bids on the portal.** The particulars of the Tender Fee and Earnest Money deposited must also be superscribed on the top of the envelope by mentioning the draft/pay order number(s), date and amount and name of the Fodder(s), failing which the bids will not be accepted.
6. 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.
7. 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.
8. The detailed instruction for online submissions of bid(s) through e-procurement module of Central Public Procurement of NIC, the bidder(s) may visit following link:-  
**<http://eprocure.gov.in/eprocure/app?page=HelpForContractors&service=page>**

Administrative Officer

**SECTION II**

**GENERAL INSTRUCTIONS TO BIDDERS (GITB)**

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**SECTION - II****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.**
- (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) **“CPSU”** 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, *inter alia*, 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 **<http://eprocure.gov.in/eprocure/app>** 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 sales tax, VAT, 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 Sales Tax:-

If a **Bidder** asks for **sales tax** to be **paid extra**, the **rate and nature** of **sales tax applicable** should **be shown separately**. The **sales tax, 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 sales tax 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 **misguiding 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)**

- 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 **Directorate General of Supplies & Disposals** 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 **DGS&D** 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.

- 19.5** The **Bid Security / earnest money** shall be **valid** for a **period** of **forty-five days** **beyond** the **validity period** of the **Bid**.
- 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.

## 21. **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 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 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 <http://eprocure.gov.in/eprocure/app> as indicated in the SITB. However, Original Pay Orders of Tender Fee (Rs. 1,000.00 for bid) and Bid Security as per detail above, must be deposited in the form of Demand Draft/Pay Order (not Cheque) payable to "ICAR Unit, NRCC, Bikaner", in person to Administrative Officer, ICAR-National Research Centre on Camel, Bikaner – 334 001 (as per Para 5 of the NIT) alongwith handing over of 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 the last date/time of filing/submission of the online bids on the portal. The particulars of the Tender Fee and Earnest Money deposited must also be superscribed on the top of the envelope by mentioning the draft/pay order number(s), date and amount and name of the Fodder(s), failing which the bids will not be accepted.

### 23. Bid received through other Mode

- 23.1 The Bidder(s) may note that ONLINE BIDS will ONLY be accepted. All the requisite supporting documents as mentioned in the bid document should and must be uploaded On-line <http://eprocure.gov.in/eprocure/app>. 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 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.
  - (iv) Required BID SECURITY AND BID FEE has not been provided.
  - (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.

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



## 28. **Minor Informality/Irregularity/Non-Conformity**

- 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. **Qualification Criteria**

- 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, **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. Bidder's 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.

#### **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)**

**SECTION - III**

**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.	A. <u>Preamble</u>	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.	B. <u>Preparation of Tenders</u>	12.1	Bid currencies	Indian Rupees
3.		15.2	Firm Price/ Variable Price	Firm Price Quotation is acceptable.
		19.4	Bid Security / EMD	Only Account Payee DD/PO payable to “ICAR Unit, NRCC, Bikaner” at Bikaner shall be acceptable, for amount(s) as per Annexure – I attached herewith; FDR & Banker’s Cheque shall not be accepted; however, Bank Guarantee shall be acceptable in format given in Section-XIII of this Bid Document,.
		20.1	Bid Validity	Bid is required to be valid for 90 days.
4.	C. <u>Submission of Tenders</u>	22.2	Submission of Bids	The Bids will be received online only through <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> . However, Original Pay Orders of Tender Fee (Rs. 1,000.00 for bid) and Bid Security as per detail above, must be deposited in the form of Demand Draft/Pay Order (not Cheque) payable to “ICAR Unit, NRCC, Bikaner”, in person to Administrative Officer, ICAR-National Research Centre on Camel, Bikaner – 334 001 <u>alongwith handing over of 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 the last date/time of filing/submission of the online bids on the portal.</u> The particulars of the Tender Fee and Earnest Money deposited must also be superscribed on the top of the envelope by mentioning the draft/pay order number(s), date and amount and name of the Fodder(s), failing which the bids will not be accepted.
5.	D. <u>Tender Opening</u>	25.1	Opening of Bids	The Online Bids (Technical) will be opened on 22.12.2016 at 11.00 hrs.
6.	E. <u>Scrutiny and Evaluation of Tenders</u>	35.3	Additional Factors & Parameters for Evaluation & ranking of Responsive Tenders	Price Preference, to the extent admissible under New GFR, 2005 and new Procurement Manual of MOF, GOI, shall be allowed to the SSI Sector & Central PSUs.
7.	F. <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.

**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 ten per cent 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.
- 7.2 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.

### 7.3 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:

- a. contract number and date
- b. brief description of goods including quantity
- c. packing list reference number
- d. country of origin of goods
- e. consignee's name and full address and
- f. 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 complete the 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 overall expenditure, which may be incurred due to any such damage, loss etc.
  - ii) 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)	<b>Supplier's Invoice indicating, <i>interalia</i> description and specification of the goods, quantity, unit price, total value;</b>
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)	<b>Supplier's Invoice giving full details of the goods including quantity, value, etc.;</b>
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**.

## 21. **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**
- 10% 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, interalia 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 its (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 inter alia, 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)	<b>Performance Security</b>  [for an amount equal to ten per cent 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 <b>Account Payee DD/PO</b> payable to "ICAR Unit, NRCC, Bikaner" at Bikaner shall be acceptable; <b>Banker's Cheque</b> shall <b>not be accepted</b> ; however, <b>Bank Guarantee shall be acceptable</b> in format given in <b>Section-XV</b> of this Bid Document,.
2.	Warranty	15.	<b>Warranty</b>	<u>Not Applicable</u> , as the Feed Items are Consumables;  however, the quality of <b>supply of Fodder Items</b> 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 the item	
1.	Camel Feed (as per composition mentioned in Section – VII)	<p>The Fodder must be of good quality and should be free from and foreign material, fungi, insects, weevils and sand free.</p> <p>The Composition will be as follows :-</p> <p>1. Guar Chara dry (Barani) = 7000 Quintal Moisture (Maximum) = 10% Crude Protein (Minimum) = 6%</p> <p>2. Ground Nut Chara dry = 4000 Quintal Moisture (Maximum) = 10% Crude Protein (Minimum) = 8%</p>

Amount of Bid Security (i.e. EMD):

Guar Chara Dry (barani) Rs. 1,70,000/-  
Ground Nut Chara Rs. 1,30,000/-  
is required for submitting **Bid as per rule.**

**Terms of Delivery and Destination:**  
**Monthwise Delivery Schedule**

**In Quintals**

Month	Guar Chara dry (Barani)	Ground NutChara
Dec.-2016	500	-
Jan.-2017	1500	1000
Feb.-2017	1500	1000
Mar.-2017	1500	1000
Apr.-2017	1000	1000
May-2017	1000	-
<b>Total</b>	<b>7000</b>	<b>4000</b>

**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 sales tax/VAT 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**

**SECTION-VII****TECHNICAL SPECIFICATIONS**

Sl.No.	Description of the item		
1.	<b>Camel Fodder</b> <b>(As per Composition mentioned in Section – VII and Quality Control Requirement mentioned in Section = VIII).</b>	The Fodder must be of good quality and should be <b>free from any foreign material, fungi, insects and weevils.</b>	
		<b>The Composition will be as follows</b>	
		<b>1. Guar Chara Dry (Barani)</b>	
		Moisture (Maximum)	10%
		Crude Protein (Minimum)	6%
		<b>2. Ground Nut Chara dry</b>	
		Moisture (Maximum)	10%
		Crude Protein (Minimum)	8%
<b>PRORATA DEDUCTIONS will be applied as specifically indicated &amp; clarified in the Section VIII (Quality Control Requirements).</b>			

**SECTION-VIII****QUALITY CONTROL REQUIREMENTS**

Sl. No.	Quality Control Condition	Quality Control Requirement, Deduction & Rejection
1.	Quality Inspection Stages of Guar Chara dry (Barani) and Dry Ground Nut Chara	<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><b>1. <u>Moisture</u></b> = Allowed to Maximum 10%. Prorata deduction of 1% will be made upto 12% only. Fodder having more than 12.0%. Moisture would be rejected.</p> <p><b>2. <u>Sand/Silica</u></b> = The Fodder should be free of Sand/Silica. Prorata deduction of 1% will be made upto 5% (maximum) sand/silica. Fodder having more than 5% sand/silica would be rejected.</p> <p><b>3. <u>Crude Protein</u></b> = Minimum 8% in Ground Nut and 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 Ground nut Chara and 5% in Guar Chara would be rejected.</p> <p>The inferior fodder not meeting the prescribed above Composition shall be rejected at no cost to this Centre and supplier shall have to lift back the rejected fodder at his own cost within 24 hours receiving notice from Purchaser (NRCC).</p>

**SECTION-IX****QUALIFICATION CRITERIA**

<b>Sl. No.</b>	<b>Qualification Conditions for the Bidder</b>		
1.	<b>Minimum Annual Turnover</b> During last two financial year (2014-15 and 2015-16)	:	Should not be less than Rs. 25.00 Lacs in each year.
2.	Minimum No. & Value of Purchase Orders successfully executed, for Compound Cattle Feed/Fodder during last 2 years	:	At least One Supply Order of not less than Rs. 10.00 Lacs
3.	Past Business Reputation	:	The Bidder should not have been blacklisted by any Govt. Deptt./Organizations of Govt. of India/State Govt.

**Note:** Bidder has to attach proof(s) for (1) and (2) above and appropriately reply in Questionnaire of Bid Document [Section XII/Page 60].

**Signature of Bidder**

**SECTION-X**

**TENDER FORM**

Date.....

To

.....  
.....  
.....

(Complete address of the purchaser)

Ref. Your Tender Enquiry Document No. ....dated .....

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....., 2016

.....  
(Signature)

.....  
(Name and designation)

Duly authorised to sign tender for and on behalf of

.....  
.....



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

Date: .....

To

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

Ref: Your bidding documents No. ....dated : .....

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 10% (ten 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 of .....2016.....

Signature  
(in the capacity of)  
Duly authorized to sign bid for and on behalf of

**PRICE SCHEDULE " A "FOR DOMESTIC GOODS OR GOODS OF FOREIGN ORIGIN LOCATED WITHIN INDIA**

1	2	3	4	5 Price per unit						6	7	8
Schedule No.	Item Sl. No.	Item Name	Accounting unit & quantity	Ex-factory/ ex-warehouse/ 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 sales tax) and incident at costs	Incidental services (including Supervision, loading, unloading, manpower and any other charge)	Over all unit price (a+b+c+d+e+f) Per Quintal	Total price	Sales tax payable, if contract is awarded
				(a)	(b)	(c)	(d)	(e)	(f)	3x5		
<b>A.</b>	<b>1.</b>	<b>Guar Chara dry (Barani)</b>	<b>7000 Qtls.</b>									

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

Signature of bidder :  
Name :  
Business address :

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.

**PRICE SCHEDULE "B" FOR DOMESTIC GOODS OR GOODS OF FOREIGN ORIGIN LOCATED WITHIN INDIA**

1	2	3	4	5 Price per unit						6	7	8
Schedule No.	Item Sl. No.	Item Name	Accounting unit & quantity	Ex-factory/ ex-warehouse/ 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 sales tax) and incident at costs	Incidental services (including Supervision, loading, unloading, manpower and any other charge)	Over all unit price (a+b+c+d+e+f) Per Quintal	Total price	Sales tax payable, if contract is awarded
				(a)	(b)	(c)	(d)	(e)	(f)	3x5		
<b>B.</b>	1.	<b>Ground Nut Chara</b>	<b>4000 Qtls.</b>									

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

Signature of bidder :

Name :

Business address :

Place:

Date:

**Note:**

- III. In case of discrepancy between unit price and total price, the unit price shall prevail.
- IV. 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.

**SECTION-XII****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.	<b>Legal Status</b> 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.	<b>Annual Turn-over</b> during last 02 years (Attach attested copies of related Financial Statements e.g. Balance Sheets/Profit & Loss Statement/Cash Flow Statement of Bank Account etc. )	:
7.	Minimum No. & Value of <b>Purchase Orders successfully executed, for Compound Cattle Feed/Fodder during last 2 years.</b> [Attach copies of PO(s)]	:
8.	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	: .....
9.	<b>Details of Blacklisting by any Govt. Deptt./Organizations, if any. Answer Yes or No.</b> If Yes, the firm must also provide the detailed reasons for its <b>blacklisting</b> , 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 and 7 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 Income Tax clearance certificate
5. Status :
  - (a) Are you currently registered with the Directorate General of Supplies & Disposals (DGS&D), New Delhi, and/or the 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 authorised sign on behalf of the Bidder)

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

**SECTION-XIII****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 .....201.....

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 refuses 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

**SECTION – XIV****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 **authorise** 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 **authorised** 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 &amp; 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.*

**SECTION – XV****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 30.06.2016

.....  
(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**

**SECTION – XVI****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(39)P/GC-GNC/2016/Vol.I/

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(39)P/GC-GNC/2016/Vol.I** dated: **24.11.2016** 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(s) 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 -----