

North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences, Shillong

(An Autonomous Institute, Ministry of Health and Family Welfare, Government of India)

Director's Block, Mawdiangdiang, Shillong 793 018, Meghalaya

Store & Procurement:

Fax/Tel: (0364) 2538032

File No. : NEIGR/S&P/8/2008 (Ophthalmology)

Enquiry No: NEIGR/S&P/LT- 22A/2009-10

Email: store_neigri@bsnl.in

Dated: 06/01/2010

Sub: Limited Tender Enquiry for concluding rate contract for procurement of Drugs, Medicines for the department of Ophthalmology.

Sealed bid are invited on behalf of Director, NEIGRIHMS, Shillong-793018, for supply to the Institute, indicated against the schedules attached to this Invitation for Bid/tender, under two bid system in two separate sealed covers duly marked "Techno-Commercial: Bid/Bid-A" and "Price/Finance: Bid/ Bid- B", placed in another sealed cover/envelope.

Offers for tentative requirement of stores / services in sealed cover addressed to the Deputy Director (Admn.), NEIGRIHMS, Mawdiangdiang, Shillong - 793018 with the words "Bid for supply of Stores-Bid No: and File No:", enquiry number with due date boldly super scribed on the top of the envelope and the offer sent by registered / speed post or dropped in the Bid Box placed near the Store & Procurement Section, top floor of Director's Block of the Institute.

Bid document/ Schedules can be had from the Stores and Procurement Officer-Procurement Section- II Floor, Director's Block, NEIGRIHMS, Shillong-793018 (Tel:0364-2538032), Meghalaya on all working days during the office hours (before closing time) on payment of non-refundable bid Fee for Rs 500 /- (Rupees Five hundred only) by hand or by Post Rs 600 /- (Rupees Six hundred only) ,in the form of Demand Draft drawn on any nationalized Bank in favour of Financial Adviser, NEIGRIHMS, Shillong-793018. Bidders/bidder may refer to the Institutes website for detailed terms/ conditions, addendum or corrigendum relating to bid.

The documents can also be downloaded from our website: www.neigrihms.nic.in . The bid document downloaded from the website will be accepted only on furnishing of non-refundable bid fee in the form of crossed demand draft/pay order for Rs 500/- separately drawn on or any nationalized bank in favour of Financial Adviser, NEIGRIHMS, Shillong-793018 and the bid cost should not be mingled with EMD and both the instruments should be enclosed along with techno-commercial bid .Otherwise, bid will not be considered. Bid document may be referred to for EMD details. If the bid document is downloaded from our website, while furnishing the bid, it should be super scribed legibly on the left corner of the sealed cover as "BID COPY IS DOWNLOADED FROM NEIGRIHMS WEBSITE". The prospective Bidder may note that Pre-Bid meeting will be held on 15/01/2010 at 16.00 hrs in the Conference Room of Director's Block of the Institute. All prospective Bidders/bidder may attend the Pre-Bid Meeting.

ENQUIRY No/BID Reference No: NEIGR/S&P/Enquiry/OT-22A/2009-10

DATE OF COMMENCEMENT OF

SALE OF BIDDING DOCUMENT

: 06.01.2010

LAST DATE FOR SALE OF

BIDDING DOCUMENT

: Before the closing hours of 21.01.2010

LAST DATE AND TIME FOR

RECEIPT OF BID

: 13.30 hrs of 21.01.2010

TIME AND DATE OF OPENING

OF BID

: 14.00 hrs of 21.01.2010

PRE-BID CONFERENCE AND

CLARIFICATION SESSION

: 16.00 hrs of 15.01.2010

In the event of the date being declared as a closed holiday for purchaser's office, the due date for submission of bid and opening of bid will be the following working day at the appointed times, in the presence of attending bidders/bidder or their authorized representatives, if any.

Stores & Procurement Officer
For Director, NEIGRIHMS

CC.

- a) Accounts Officer / IPC / Bid Committee members- For information and wide circulation please
- b) Deputy Director (Admn.): for information please & to direct the concerned section to upload on the Institute's website and send details by e-mail/fax to State Information Officer, Meghalaya State Unit of NIC, 104, Secretariat Building, Shillong-793001, Tel:2225501,2241813 E-mail: sio-megh@nic.in
- c) State Information Officer, Meghalaya State Unit of NIC, 104, Secretariat Building, Shillong-793001, Tel:2225501,2241813 E-mail: sio-megh@nic.in : For kindly upload details in the relevant section of website of Government of Meghalaya/ Government Bid.

SECTION I NOTICE INVITING TENDER

1. Sealed bid are invited on behalf of Director, NEIGRIHMS, Shillong-793018, for supply to the Institute, indicated against the schedules attached to this Invitation for Bid/Bid, under two-bid system in two separate sealed covers duly marked "Techno-Commercial: Bid/Bid-A" and "Price/Finance: Bid/ Bid- B", placed in another sealed cover/envelope, as per enclosed specification and terms & conditions from reputed and experienced manufactures / distributors of similar items. Please note that no counter proposal is acceptable to us and conditional / late bid are liable to be rejected.
2. ELIGIBLE CRITERIA: - a) Bidder can be a manufacturer having requisite manufacturing facility.
 - b) The bidder shall have market standing continuously for the past 3 years in supplying similar stores with customers' satisfaction.
 - c) Authorized dealers, distributors, stockist of a manufacturer or Indian agent of an overseas vendors or DGSD registered vendors are also eligible to participate in the bid, provided they furnish the authorization for the items.
3. The bidder should have minimum 3 years manufacturing /marketing experience of substantial quantities for related stores in India duly supported by the documentary evidence and attested by their Chartered Accountant/or gazetted officer, as on the date of opening of techno-commercially bid. The bidder should have been in the business for a period of at least three years in the relation to the type of item for which the bid is being submitted.
4. A complete set of bidding documents may be purchased by any interested eligible bidder on submission of written application and upon payment of non - refundable fee as mentioned in the bid notice in the form of Crossed Demand Draft in favour of Director, NEIGRIHMS, Shillong, payable at Shillong and submitted with EMD of **Rs 5000.00** (five thousand only) in favour of Financial Adviser, NEIGRIHMS, Shillong.
5. A proof of ownership/partnership etc. shall be submitted along with verification of address, telephone & fax numbers. In case of partnership bidder, the Partnership deed should be enclosed along with the Bid.
6. The bidder must submit attested copies of manufacturing license and Good Manufacturing Practices (GMP) certificate complying with revised schedule M of Stores and Cosmetic Act 1940, for the manufacturing facility which should be valid on the date of bid opening and shall remain valid till the date of completion of supply. Bidder should not have been convicted.
7. Manufacturing organizations should have Quality assurance certification like ISO, CE, and FDA for the prescribed stores or BIS certification, DGSD registration documents issued by the authorized organization, attested copies of the same are to be produced with the bid. Firms quoting on behalf of their manufacturer should also attach said certificate of their manufacturer to select reputed firms and quality products failing which their offers may be summarily rejected.
8. The bidder has to give an affidavit duly attested by the Notary Public (in original) on a non-judicial stamp paper of Rs. 10/= that the bidder is not supplying the same item at lower rates quoted in this bid to any Government/Private organization or any other institution during past one year, as per "FALL CLAUSE" adhered by DGS & D and other Government agencies. The bidder should also attach with the techno-commercial bid an affidavit duly attested by the Notary Public (in original) on a non-judicial stamp paper of Rs. 10/= that there is no vigilance/CBI case pending against the bidder/supplier.
9. Stores will be accepted subject to the condition of verification and inspection by the competent authority / inspecting agency.
10. Parties regularly maintaining the sufficient quantity and ready to supply the quoted stores should only quote.
11. No work will be allotted to Non-tribal bidder, bidders, Suppliers, stockists, bonded warehouse, private carriage bidders, cooperative societies etc except under a valid trading license issued by the Khasi Hills Autonomous District Council, Shillong.
12. The tendered rates and the validity of bids shall be for a minimum period of one year from the date, as the tender are finalized /awarded, or till the finalization of next tender by the Institute, whichever is earlier.
13. Bidders have to note that over writing/white fluid entries shall be deleted, unless it is duly out /re-written and initialled.
14. The purchase preference to produce and service of Central Public Sector Enterprises or the Price / Purchase preference to Small Scale Industry (SSI) will be granted as per the prevailing rules.
15. If the bidder gives a false statement on any of the above information, the bids be rejected and the security deposited shall be forfeited.

SECTION - II
GENERAL INSTRUCTIONS TO TENDERERS (GIT)
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 Tender Enquiry document.
- (ii) "Tender" means Bids / Quotation / Tender received from a Firm / Tenderer / Bidder.
- (iii) "Tenderer" means Bidder/ the Individual or Firm submitting Bids / Quotation / Tender
- (iii) "Supplier" means the individual or the firm supplying the goods and services as incorporated in the contract.
- (iv) "Goods" means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, medical equipment, industrial plant 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) "Earnest Money Deposit" (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a tenderer along with its tender.
- (vii) "Contract" means the written agreement entered into between the purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- (viii) "Performance Security" means monetary or financial guarantee to be furnished by the successful tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- (ix) "Consignee" means the Hospital/Institute/Medical College/ Depot 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 goods 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) "T E Document" means Tender Enquiry Document
- (ii) "NIT" means Notice Inviting Tenders.
- (iii) "GIT" means General Instructions to Tenderers
- (iv) "SIT" means Special Instructions to Tenderers
- (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) "VAT" means Value Added Tax
- (xix) "CENVAT" means Central Value Added Tax
- (xx) "CST" means Central Sales Tax
- (xxi) "RR" means Railway Receipt
- (xxii) "BL" means Bill of Lading
- (xxiii) "FOB" means Free on Board
- (xxiv) "FCA" means Free Carrier
- (xxv) "FOR" means Free on Rail
- (xxvi) "CIF" means Cost, Insurance and Freight
- (xxvii) "CIP" means Carriage and Insurance Paid up to named place of destination (consignee site)
- (xxviii) "DDP" means Delivery Duty Paid named place of destination (consignee site)
- (xxix) "INCOTERMS" means International Commercial Terms as on the date of Tender Opening

(xxx) "MOH&FW" means Ministry of Health & Family Welfare, Government of India

(xxxi) "Dte. GHS" means Directorate General and Health Services, MOH&FW.

(xxxii) "NEIGRIHMS" means North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences, Shillong.

2. Introduction

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

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 Tender

- 4.1 The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, shall be written in the English language, unless otherwise specified in the Tender Enquiry. However, the language of any printed literature furnished by the tenderer in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail.
- 4.2 The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer 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 tender etc, the English translations shall prevail.

5. Eligible Tenderers

- 5.1 This invitation for tenders is open to all suppliers who fulfil 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 any other country with which India has not banned trade relations. The term "origin" used in this clause means the place where the goods are mined, cultivated, grown, manufactured, produced, or processed or from where the related services are arranged and supplied.

7. Tendering Expense

- 7.1 The tenderer shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender 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 tendering process.

B. TENDER ENQUIRY DOCUMENTS

8. Content of Tender Enquiry Documents

- 8.1 In addition to Section I - "Notice inviting Tender" (NIT), the TE documents include:

- Section II - General Instructions to Tenderers (GIT)
- Section III - Special Instructions to Tenderers (SIT)
- Section IV - General Conditions of Contract (GCC)
- Section V - Special Conditions of Contract (SCC)
- Section VI - List of Requirements
- Section VII - Technical Specifications Quality Control and Sampling Plan Requirements
- Section VIII - Manufacturing and Quality Control Details
- Section IX - Qualification Criteria
- Section X - Tender Form
- Section XI - Price Schedules
- Section XII - Questionnaire
- Section XIII - Bank Guarantee Form for EMD
- Section XIV - Manufacturer's Authorisation Form
- Section XV - Bank Guarantee Form for Performance Security
- Section XVI - Contract Form
- Section XVII - Proforma of Consignee Receipt Certificate
- Section XVIII - Instructions from Ministry of Shipping/ Surface Transport (Annexure 1 & 2)
- Section XIX - Check List for the Tenderers

- 8.2 The relevant details of the required goods and services, the terms, conditions and procedure for tendering, tender 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 tenderers are expected to examine all such details etc to proceed further.

9. Amendments to TE documents

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

10. Clarification of TE documents

- 10.1 A tenderer requiring any clarification or elucidation on any issue of the TE documents may take up the same with the purchaser in writing. The purchaser will respond in writing to such request provided the

same is received by the purchaser not later than fifteen days (unless otherwise specified in the SIT) prior to the prescribed date of submission of tender.

C. PREPARATION OF TENDERS

11. Documents Comprising the Tender

11.1 The tender to be submitted by tenderer shall contain the following documents duly filled in, as required :-

- i) Earnest money furnished in accordance with GIT clause 19.1 alternatively, documentary evidence as per GIT clause 19.2 for claiming exemption from payment of earnest money.
- ii) Tender Form and Price Schedule in accordance with GIT clause 8.1
- iii) Documentary evidence, as necessary in terms of clauses 5 and 17 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
- iv) Tenderer/Agent who quotes for goods manufactured by other manufacturer shall furnish Manufacturer's Authorisation Form.
- v) Power of Attorney in favour of signatory of TE documents and signatory of Manufacturer's Authorisation Form
- vi) Documents and relevant details to establish in accordance with GIT clause 18 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the TE documents.
- viii) Performance Statement as per section IX along with relevant copies of orders and end users' satisfaction certificate.
- x) Questionnaire as per Section XII

Note:- The tenderers may also enclose in their tenders technical literature , brochures and other documents in addition to above, if any and required as per tender document.

11.2 The authorized signatory of the tenderer must sign the tender duly stamped at appropriate places and initial all the remaining pages of the tender.

11.3 A tender, which does not fulfil 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 Tender sent by fax/telex/cable shall be ignored.

12. Tender currencies

12.1 Unless otherwise specified, the tenderer shall quote only in Indian Rupees.

12.2 Where the tender 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 origin of goods, mentioning, inter-alia, the exchange rate adopted for converting foreign currency into Indian rupees. As regards price(s) for allied services, if any required with the goods, the same shall be quoted in Indian Rupees only 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 will be payable in Indian Rupees only.

12.3 Tenders, where prices are quoted in any other way shall be treated as non -responsive and rejected.

13 Tender Prices

13.1 The Tenderer shall indicate on the Price Schedule provided under Section XI all the specified components of prices shown therein including the unit prices and total tender 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 tenderer, same should be clarified as "NA" by the tenderer.

13.2 If there is more than one schedule in the List of Requirements, the tenderer 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 tenderer shall quote for the complete requirement of goods and services as specified in that particular schedule. No bid will be considered responsive if the complete requirement covered in the Schedule is not included in the bid.

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 domestic goods or goods of foreign origin located 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/ off-the-shelf, as applicable, including all taxes and duties like sales tax, CST /VAT, CENVAT, 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 Packing & Forwarding, Inland Transportation, Insurance, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule;
- d) the price of Incidental Services, as mentioned in List of Requirements and Price Schedule;

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 Free delivery at consignee's place in India as indicated in the List of Requirements and Consignee List;
- d) wherever applicable, the amount of custom duty and import duty on the goods to be imported;
- e) the charges for, Inland transportation, Insurance and other local costs, Incidental cost to delivery of the goods from the port of entry in India to Consignee Site, as specified in the List of Requirements and Price Schedule;
- f) the charges for Incidental Services, as in the List of Requirements and Price Schedule;

13.5 Additional information and instruction on Duties and Taxes:

- 13.5.1 If the Tenderer desires to ask for excise duty, VAT/CST , Custom Duty, Service Tax, Works Contract Tax 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) If 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 tenders.
 - b) If a Tenderer 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 tenderer 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 tender.
 - c) Subject to sub clauses 13.5.2 (a) & (b) 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 tenderer asks for VAT/CST to be paid extra, the rate and nature of sales tax applicable should be shown separately. The sales tax 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. If any refund of Tax is received at a later date, the Supplier must return the amount forth-with to the purchaser.
- 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 reimburse the supplier and take other necessary action in the matter.
- 13.5.5 Customs Duty:
- In respect of imported stores offered from abroad, the tenderer shall specify the rate as well as the total amount of customs duty payable and also the customs duty payable with CDEC, if applicable, on the quoted goods in the Price Schedule. The tenderer shall also indicate the corresponding Indian Customs Tariff Number applicable for the goods in question.
- 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 TE document, the terms FCA, FOB, FAS, CIF, CIP, DDP 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 tenderers, as required in this clause (viz., GIT clause 13) is for the purpose of comparison of the tenders by the purchaser and will no way restrict the purchaser's right to award the contract on the selected tenderer on any of the terms offered.

14. Indian Agent

- 14.1 If a foreign tenderer has engaged an agent in India in connection with its tender, the foreign tenderer, in addition to indicating Indian agent's commission, if any, in a manner described under GIT 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

- 15.1 Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account.
- 15.2 However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in GIT clause 13 will apply.

16. Alternative Tenders

- 16.1 Alternative Tenders are not permitted.
- 16.2 However, the Tenderers can quote alternate models or make meeting the tender specifications of same or different manufacturer with single EMD.

17 Documents Establishing Tenderer's Eligibility and Qualifications

- 17.1 Pursuant to GIT clause 11, the tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.
- 17.2 The documentary evidence needed to establish the tenderer's qualifications shall fulfil the following requirements:
- a) in case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorised by the goods manufacturer to quote for and supply the goods to the purchaser. The tenderer shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XIV in this document.
 - b) the tenderer 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 tenderer is not doing business in India, it is 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 tenderer is an Indian agent/authorized representative quoting on behalf of a foreign manufacturer for the restricted item and agency commission is to be paid out of the bid price of foreign principal ,the Indian agent/authorized representative 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 TE document.

- 18.1 The tenderer shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by the purchaser in the TE documents. For this purpose the tenderer shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the TE documents to establish technical responsiveness of the goods and services offered in its tender.
- 18.2 In case there is any variation and/or deviation between the goods & services prescribed by the purchaser and that offered by the tenderer, the tenderer shall list out the same in a chart form without ambiguity and provide the same along with its tender.
- 18.3 If a tenderer furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

19. Earnest Money Deposit (EMD)

- 19.1 Pursuant to GIT clauses 8.1 and 11.1(i) the tenderer shall furnish along with its tender, earnest money for amount as shown in the List of Requirements. The earnest money is required to protect the purchaser against the risk of the tenderer's unwarranted conduct as amplified under sub-clause 19.7 below.
- 19.2 The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with Directorate General of Supplies & Disposals or with National Small Industries Corporation, New Delhi for the specific goods as per tender enquiry specification shall be eligible for exemption from EMD. In case the tenderer falls in these categories, it should furnish copy of its valid registration details (with DGS&D or NSIC, as the case may be).
- 19.3 The earnest money shall be denominated in Indian Rupees or equivalent currencies as per GIT clause 12.2. The earnest money shall be furnished in one of the following forms:
- i) Account Payee Demand Draft
 - ii) Fixed Deposit Receipt
 - iii) Banker's cheque and
 - iv) Bank Guarantee
- 19.4 The demand draft, fixed deposit receipt or banker's cheque shall be drawn on any Scheduled commercial bank in India or country of the tenderer, in favour of the "Director, NEIGRIHMS, Shillong". In case of bank guarantee, the same is to be provided from any Scheduled commercial bank in India or country of the tenderer as per the format specified under Section XIII in these documents. In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any Scheduled bank in India .
- 19.5 The earnest money shall be valid for a period of sixty (60) days beyond the validity period of the tender.

- 19.6 Unsuccessful tenderers' earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than sixty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.
- 19.7 Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful tenderer's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

20. Tender Validity

- 20.1 If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 120 days (One hundred twenty days) after the date of tender opening prescribed in the TE document. Rate contract for procurement /supply of techno-commercially compliant stores, shall be valid for a period of 1 (one) year from the date of award and/or till the finalization of the next tender. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- 20.2 In exceptional cases, the tenderers may be requested by the purchaser to extend the validity of their tenders up to 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 tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A tenderer, however, may not agree to extend its tender validity without forfeiting its EMD.
- 20.3 In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.

21. Signing and Sealing of Tender

- 21.1 The tenderers shall submit their tenders as per the instructions contained in GIT Clause 11.
- 21.2 Unless otherwise mentioned in the SIT, a tenderer shall submit three copies of its tender marking them as "Original" and "Duplicate". Duplicate tenders may contain all pages including Technical Literature/Catalogues as per in Original tenders.
- 21.3 The original and other copies of the tender shall either be typed or written in indelible ink and the same shall be signed by the tenderer or by a person(s) who has been duly authorized to bind the tenderer to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.
- 21.4 All the copies of the tender shall be duly signed at the appropriate places as indicated in the TE documents and all other pages of the tender including printed literature, if any shall be initialled by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.
- 21.5 The tenderer is to seal the original and each copy of the tender in separate envelopes, duly marking the same as "Original", "Duplicate" and so on and writing the address of the purchaser and the tender reference number on the envelopes. The sentence "NOT TO BE OPENED" before _____ (The tenderer is to put the date & time of tender opening) are to be written on these envelopes. The inner envelopes are then to be put in a bigger outer envelope, which will also be duly sealed, marked etc. as

above. If the outer envelope is not sealed and marked properly as above, the purchaser will not assume any responsibility for its misplacement, premature opening, late opening etc.

D. SUBMISSION OF TENDERS

22. Submission of Tenders

22.1 Unless otherwise specified, the tenderers are to deposit the tenders in the tender box kept for this purpose at a place as indicated in the SIT of the Tender document. In case of bulky tender, which can not be put into tender box, the same shall be submitted by the tenderer by hand to the nominated officers of the purchaser, as indicated in the SIT. The officer receiving the tender will give the tenderer an official receipt duly signed with date and time.

22.2 The tenderers must ensure that they deposit their tenders not later than the closing time and date specified for submission of tenders. It is the responsibility of the tenderer to ensure that their Tenders whether sent by post or by courier or by person, are dropped in the Tender Box by the specified clearing date and time. In the event of the specified date for submission of tender falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be received up to the appointed time on the next working day.

23. Late Tender

23.1 A tender, which is received after the specified date and time for receipt of tenders will be treated as "late" tender and will be ignored.

24. Alteration and Withdrawal of Tender

24.1 The tenderer, after submitting its tender, is permitted to alter / modify its tender so long as such alterations / modifications are received duly signed, sealed and marked like the original tender, within the deadline for submission of tenders. Alterations / modifications to tenders received after the prescribed deadline will not be considered.

24.2 No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a tenderer withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the tenderer in its tender.

E. TENDER OPENING

25. Opening of Tenders

25.1 Two of the authorised NEIGRIHMS officials who jointly own the responsibility for the tenders who will open the tenders at the specified date and time and at the specified place as indicated in the NIT.

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

25.2 Authorized representatives of the tenderers, who have submitted tenders on time may attend the tender opening provided they bring with them letters of authority from the corresponding tenderers.

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

- 25.3 During the tender opening, the tender opening official(s) will read the salient features of the tenders like brief description of the goods offered, price , special discount if any , delivery period, Earnest Money Deposit and any other special features of the tenders, as deemed fit by the tender opening official(s)

F. SCRUTINY AND EVALUATION OF TENDERS

26. Basic Principle

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

27. Preliminary Scrutiny of Tenders

- 27.1 The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non - responsive and will be summarily ignored.

- 27.2 The following are some of the important aspects, for which a tender shall be declared unresponsive and ignored:-

- (i) Tender form as per Section X (signed and stamped) not enclosed
- (ii) Tender is unsigned.
- (iii) Tender validity is shorter than the required period.
- (iv) Required EMD (Amount, validity etc.)/ exemption documents have not been provided.
- (v) Tenderer has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorisation Form as per Section XIV.
- (vi) Tenderer has not agreed to give the required performance security.
- (vii) Goods offered are not meeting the tender enquiry specification.
- (viii) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
- (ix) Poor/ unsatisfactory past performance.
- (x) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities and if the indicated affidavit related to non-blacklisting is not submitted.
- (xi) Tenderer is not eligible as per GIT Clauses 5.1 & 17.1.
- (xii) Tenderer has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.

28. Minor Infirmary/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 tender, 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 tenderers. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the tenderer by registered/speed post etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

29 Discrepancies in Prices

- 29.1 If, in the price structure quoted by a tenderer, 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 tenderer 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 amount expressed 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 judgement of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored.

30. Discrepancy between original and copies of Tender

- 30.1 In case any discrepancy is observed between the text etc. of the original copy and that in the other copies of the same tender set, the text etc. of the original copy shall prevail. Here also, the purchaser will convey its observation suitably to the tenderer by register / speed post and, if the tenderer does not accept the purchaser's observation, that tender will be liable to be ignored.

31. Qualification Criteria

- 31.1 Tenders of the tenderers, who do not meet the required Qualification Criteria prescribed in Section IX, will be treated as non - responsive and will not be considered further.

32. Conversion of tender currencies to Indian Rupees

- 32.1 In case the TE document permits the tenderers to quote their prices in different currencies, all such quoted prices of the responsive tenderers 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 / Reserve Bank of India for similar transactions, as on the date of 'Price Tender' opening.

33. Schedule-wise Evaluation

- 33.1 In case the List of Requirements contains more than one schedule, the responsive tenders will be evaluated and compared separately for each schedule. The tender for a schedule will not be considered if the complete requirements prescribed in that schedule are not included in the tender. However, as already mentioned in GIT sub clause 13.2, the tenderers 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 lowest evaluated cost for the purchaser in deciding the successful tenderer for each schedule, subject to tenderer(s) being responsive.

34. Comparison of Tenders

Unless mentioned otherwise in Section - III - Special Instructions to Tenderers and Section - VI - List of Requirements, the comparison of the responsive tenders shall be carried out on Free delivery to consignees place basis inclusive of all duties, taxes, freight and incidental charges. (DDP i.e Delivery Duty Paid up to consignee's place)

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

- 35.1 Further to GIT Clause 34 above, the purchaser's evaluation of a tender 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, Customs Duties, Service Tax, Works Contract Tax etc which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; 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 tenderer) on the goods if the contract is awarded on the tenderer.
- 35.2 The purchaser's evaluation of tender will also take into account the additional factors, if any, incorporated in SIT in the manner and to the extent indicated therein.
- 35.3 The Purchaser reserves the right to give the price preference to small-scale sectors etc. and purchase preference to central public sector undertakings as per the instruction in vogue while evaluating, comparing and ranking the responsive tenders.
- 36. Tenderer's capability to perform the contract**
- 36.1 The purchaser, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, whose tender has been determined as the lowest evaluated responsive tender 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 tenderer's financial, technical and production capabilities for satisfying all the requirements of the purchaser as incorporated in the TE document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the tenderer in its tender 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 tender to the time of awarding the contract, if a tenderer needs to contact the purchaser for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.
- 37.2 In case a tenderer attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by the purchaser.

G. AWARD OF CONTRACT

- 38. Purchaser's Right to accept any tender and to reject any or all tenders**
- 38.1 The purchaser reserves the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers.
- 39. Award Criteria**
- 39.1 Subject to GIT clause 38 above, the contract will be awarded to the lowest evaluated responsive tenderer decided by the purchaser in terms of GIT Clause 36.
- 40. Variation of Quantities at the Time of Award/ Currency of Contract**
- 40.1 At the time of awarding the contract, the purchaser reserves the right to increase or decrease the quantity up to twenty five (25) per cent, the quantity of goods and services mentioned in the schedule (s) in the "List of Requirements" (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted by the tenderer.
- 40.2 If the quantity has not been increased at the time of the awarding the contract, the purchaser reserves the right to increase by up to twenty five (25) per cent, the quantity of goods and services mentioned in

the contract (rounded of to next whole number) without any change in the unit price and other terms & conditions mentioned in the contract, during the currency of the contract.

41. Notification of Award

41.1 Before expiry of the tender validity period, the purchaser will notify the successful tenderer(s) in writing, by registered / speed post or by fax/ telex/cable (to be confirmed by registered / speed post) that its tender for goods & services, which have been selected by the purchaser, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful tenderer must furnish to the purchaser the required performance security within thirty days from the date of dispatch of this notification, failing which the EMD will be forfeited and the award will be cancelled. 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 tenderer by registered / speed post.

42.2 Within twenty one days from the date of the contract, the successful tenderer shall return the original copy of the contract, duly signed and dated, to the purchaser by registered / speed post.

42.3 The purchaser reserves the right to issue the Notification of Award consignee wise.

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

43.1 Failure of the successful tenderer in providing performance security and / or returning contract copy duly signed in terms of GIT clauses 41 and 42 above shall make the tenderer liable for forfeiture of its EMD and, also, for further actions by the purchaser against it as per the clause 24 of GCC - Termination of default.

44. Return of E M D

44.1 The earnest money of the successful tenderer and the unsuccessful tenderers will be returned to them without any interest, whatsoever, in terms of GIT Clause 19.6.

45. Publication of Tender Result

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

46. Corrupt or Fraudulent Practices

46.1 It is required by all concerned namely the Consignee/Tenderers/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(ii) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

(iii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser

of the benefits of free and open competition;

- (b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

**SPECIAL INSTRUCTIONS TO TENDERERS
(SIT)**

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

In case of any conflict between the provision in the GIT and that in the SIT, the provision contained in the SIT shall prevail

A Preamble

No Change

B TE documents

No Change

C Preparation of Tenders

GIT Clause 12 and 14

The Tenderers shall quote only in Indian Rupees and free delivery of stores to consignee's basis.(DDP i.e Delivery Duty Paid). In case of imported stores, the entire responsibility for import of goods, clearance of stores from customs, payment of customs duty and delivery of stores to consignee's place shall be the responsibility of the bidder. Before dispatch of stores to consignee's place, the stores shall be inspected as per GCC clause 8 and the sampling plan specified in the technical specifications. In case of imported goods, the supplier shall after import of goods arrange for necessary storage of goods at his cost .The bidder shall arrange to provide necessary inspection facilities. Only after inspection and independent quality control laboratory batch analysis, the stores shall be dispatched to the consignee's place.

D Submission of Tenders

GIT Clause 22.1

Tenderers shall ensure that their tenders complete in all respects, are dropped in the Tender Box located in the Deputy Director section, Director Block, NEIGRIHMS, Mawdiangdiang, Shillong-793018, Meghalaya Tel: 0364-2538032, 2538003, 2538031.

The designation of the nominated officer to receive the bulky tender which cannot be put in the tender box is: Deputy Director Section, Director Block, NEIGRIHMS, Mawdiangdiang, Shillong-793018, Meghalaya Tel: 0364-2538032, 2538003, 2538031. The tenderer may obtain a receipt after submitting the tenders by hand.

E Tender Opening

No Change

F Scrutiny and Evaluation of Tenders

No Change

G Award of Contract

No Change

SECTION - IV

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, List of requirements under Section VI and Technical Specification under Section VII of this document.

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 TE 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 and keep indemnified 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 intellectual property rights or any other 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, trade marks 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.
- 4.3 The country of origin may be specified in the Price Schedule

5. Performance Security

- 5.1 Within twenty one (21) days from date of the issue of notification of award by the purchaser, the supplier, shall furnish performance security to the purchaser for an amount equal to ten percent (10%) 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 as detailed below:

- a) It shall be in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled commercial bank in India or Bank Guarantee issued by a Scheduled commercial bank in India, in the prescribed form as provided in section XV of this document in favour of the purchaser. In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any Scheduled bank in India .The validity of the Fixed Deposit receipt or Bank Guarantee will be for a period up to 2 months beyond Warranty Period.
- 5.3 In the event of any loss due to supplier 's failure to fulfil 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.
- 4 In the event of any amendment issued to the contract, the supplier shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 5.6 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 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 . 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 , 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, Testing 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 in the contract. The purchaser

shall inform the supplier in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose.

- 8.2 The Technical Specification and Quality Control and Sampling 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 inspector 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-despatch 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 tenders 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/consignee'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 inspector during pre-despatch inspection mentioned above.
- 8.7 Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee'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 finalising 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, the shipment shall be made by Indian flag vessel or by vessels belonging to the conference lines in which India is a member country through India's forwarding agents/coordinators. In case the forwarding agent/coordinators are unable to provide timely adequate space in Indian flag vessel or by vessels belonging to the conference lines, the supplier shall arrange shipment through any available vessel to adhere to the delivery schedule given in the contract.

In case of airlifting 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:

In case no instruction is provided in this regard in the SCC, the supplier will arrange transportation of the ordered goods as per its own procedure.

- 10.3 In the case of FOB/FCA contract, the date of issue of the Bill of Lading/Air Way Bill shall be considered the date of delivery.

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 Delivery Duty Paid (DDP) 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), List of Requirements (Section - VI) and the Technical Specification (Section - VII), the supplier shall be required to perform the following services.

- i) Installation & commissioning, Supervision and Demonstration of the goods.
- ii) Providing required jigs and tools for assembly, minor civil works required for completion of the installation.
- iii) Training of Consignee's staff, operators etc. for operating and maintaining the goods.
- iv) Supplying required number of operation & maintenance manual for the goods

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

The supplier shall send all the relevant despatch 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.

- A) For Domestic Goods, including goods already imported by the supplier under its own arrangement

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

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee;
- (iii) Two copies of packing list identifying contents of each package;
- (iv) Inspection certificate issued by the nominated Inspection agency, if any.
- (v) Certificate of origin;
- (vi) Insurance Certificate; &
- (vii) Manufacturer's/Supplier's warranty certificate & In-house inspection certificate.

B) For goods imported from abroad

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

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Original and four copies of the negotiable clean, on-board Bill of Lading/Airway bill, marked freight pre paid and four copies of non-negotiable Bill of Lading/Airway bill;
- (iii) Four Copies of packing list identifying contents of each package;
- (iv) Insurance Certificate;
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Inspection certificate issued by the nominated inspection agency, if applicable as per contract;
- (vii) Manufacturer's own factory inspection report;
- (viii) Certificate of origin
- (ix) Port of Loading;
- (x) Port of Discharge and
- (xi) Expected date of arrival.

15. Warranty

- 15.1 The supplier warrants comprehensively 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 24 months after the goods or any portion thereof as the case may be, have been delivered to the final destination and accepted by the purchaser in terms of the contract, unless specified otherwise in the SCC.
- 15.3 In case of any claim arising out of this warranty, the purchaser/consignee shall promptly notify the same in writing to the supplier.
- 15.4.1 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. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter.
- 15.4.2 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 twenty four (24) months from the date such rectified / replaced to the satisfaction of the purchaser.
- 15.5.1 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.

15.5.2 All Stores, should confirm to the standard required I.P. (denotes Indian Pharmacopoeia), B.P. (denotes British Pharmacopoeia), INF denotes (Indian national Formulary). The stores should also comply with the standards required under rule 124 of the Stores Act 1945. Minimum content of active ingredients should not be less than the labelled amount at the time of delivery of stores. The prices quoted by the tendered shall not, if any case, exceed the controlled price, if any, fixed by the Govt. at the time of the supply of the articles to the Institute. If the price quoted is found to be in excess of the controlled price, permissible under the Hoarding and Profiteering Prevention Ordinance. 1943, as amended from time to time, the bidder will specifically mention this fact in his bid along with reasons for having quoted such higher price. This discretion will be exercised without prejudice to any other action that may be taken against the tendered.

15.5.3 In case of Stores with life:

a. Stock should be supplied to this Institute from the latest batch and such a stock should have a minimum life period of two years, depending upon the normal potency prescribed thereof.

b. In the event of such stores not being utilized within their life period, the tenderer should undertake to replace the unexpended stock by fresh stock without any extra cost.

c. Tendered should clearly mention the commercial/brand name of the stores, etc., offered by them in their tender. The composition of the formulations, wherever possible, should be furnished.

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 tender. Such notification, in its original tender 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, amend the contract by making 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 despatch,

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 tender and incorporated in the contract except for any price adjustment authorised 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. Terms and Mode of Payment

21.1 The detailed terms and mode of payment shall be as provided in the SCC.

21.2 Unless specified otherwise in the SCC, the following general conditions will apply for payment to the supplier.

21.3 The payment shall be made in Indian rupees.

21.4 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective consignees.

21.5 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.

21.6 The important documents, which the supplier is to furnish while claiming payment, are:-

- i) Original invoice
- ii) Bill of lading/ Airway Bill/ Rail Receipt or any other dispatch document issued by a government agency (like postal department) or any other agency authorised by the concerned Ministry/ Department.
- iii) Packing list identifying contents of each package;
- iv) Manufacturer's/Supplier's warranty certificate;
- v) Inspection certificate issued by the nominated inspection agency, if applicable as per contract;
- vi) Manufacturer's own factory inspection test certificate.
- vii) Certificate of country of origin of the goods.
- viii) Port of Loading and Port of Discharge as applicable.
- ix) Consignee's receipt certificate confirming receipt and acceptance of goods
- x) Any other document specified.

21.7 Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges/ recoveries as per terms & conditions of contract.

21.8 The supplier shall not claim any interest on payments under the contract.

21.9 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.

- 21.10 While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty, custom duty) from the purchaser, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the purchaser forthwith.
- 21.11 In case where the supplier is not in a position to submit its bill for the balance payment for want of receipted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:
- (a) The supplier will make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of goods.
 - (b) Delay in supplies, if any, has been regularized.
 - (c) The contract price where it is subject to variation has been finalized.
 - (d) The supplier furnishes the following undertakings:
"I/We, _____ certify that I/We have not received back the Inspection Note duly receipted by the consignee or any communication from the purchaser or the consignee about non-receipt, shortage or defects in the goods supplied. I/We _____ agree to make good any defect or deficiency that the consignee may report within three months from the date of receipt of this balance payment.

22. Delay in the supplier's performance

- 22.1 The supplier shall deliver of the goods 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.
- 22.2 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:
- (i) Imposition of liquidated damages,
 - (ii) Forfeiture of its performance security and
 - (iii) Termination of the contract for default.
- 22.3 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.
- 22.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:
- (a) The purchaser shall recover from the supplier, under the provisions of the clause 23 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
 - (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, CST / VA, Service Tax and Works Contract 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, CST/ VAT, Service Tax and Works Contract 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.

22.5 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 despatch. 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 0.5% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached purchaser may consider termination of the contract as per GCC 24.

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 sent 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 and not brought about

at the instance of , the party claiming to be affected by such event and which has caused the non - performance or delay in performance. 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 excluding by its employees , lockouts excluding by its management, 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 fulfil 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 interalia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- 27.2 The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the purchaser following the contract terms, conditions and prices. For the remaining goods and services, the purchaser may decide:
- a) to get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
 - b) to cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

28. Governing language

- 28.1 The contract shall be written in English language following the provision as contained in GIT 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 or by cable or telex or facsimile and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. 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 the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser/ Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of Director, NEIGRIHMS, Shillong The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakhs (Rs. 1,00,000/-)
- 30.3 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., Shillong, India.

31. Applicable Law

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

SECTION - V

SPECIAL CONDITIONS OF CONTRACT

(SCC)

The following Special Conditions of Contract (SCC) will apply for this purchase. These Special Conditions of Contracts will modify/supplement the corresponding General Conditions of Contract (GCC). The corresponding GIT clause numbers have also been indicated in the text below:

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

S/No.	GCC Clause No.	Topic	SCC Provision
2	10	Transportation of Goods	Clause 10.1 and 10.3 will not be applicable
3	11	Insurance	Clause 11.1 (ii) and (iii) will not be applicable.
4	14	Distribution of Dispatch documents	Clause 14(B) will not be applicable
6	21.1	Terms and Mode of Payment	The payment of 100% of the price of the stores of each consignment will be made after receipt of the goods at consignee's premises in good condition. The bills are to be supported with inspection note issued by the inspector and the consignee's receipt certificate on copy no. 1, 2 & 5 of the inspection note issued by inspecting officer. 2. The paying authority will be Director, Director's Block, NEIGRIHMS, Mawdiangdiang, Shillong-793018, Meghalaya Tel: 0364-2538032, 2538003, 2538031. 3. The bills in quadruplicate enclosing all the required documents Stores & Procurement Officer, Director's Block, NEIGRIHMS, Mawdiangdiang, Shillong-793018, Meghalaya Tel: 0364-2538032, 2538003, 2538031. For payment.
6.	23.0	Liquidated Damage	At the rate of 0.5% per week of delay, subject to maximum of 10%.

SECTION - VI

LIST OF REQUIREMENT

1. The goods are required to be delivered to the consignee within 60 days (Free delivery) to the under mentioned consignees (DDP i.e. Delivery Duty Paid to consignee's place basis) .
2. The quantity-wise details are as under:-
(Quantity pcs.)

Schedule No.	Item	Quantity (In nos.)	Consignee	1st quarter	2nd quarter	3rd quarter	4rt quarter
I	Given below						
II							
III							
IV							

Section - VII
Technical Specifications

Note: Tenderer's attention is drawn to GIT clause 18 and GIT sub-clause 11.1(c). The tenderer is to provide the required details, information, confirmations, etc. accordingly failing which it's tender is liable to be ignored.

PART A: General Technical Specifications

PHARMACEUTICALS

1. Product and Package Specification

- 1.1 The required packing standard and labeling must meet the requirement of part B- "Item wise detailed specification of Stores".
- 1.2 The Goods should conform to standards specified in the following compendia: Standard Specifications as specified in the Technical Specifications, *The standards will be the latest edition unless otherwise stated by the purchaser or other if applicable.* In case the product is not included in the specified compendium, the Supplier, upon award of the contract, must provide the reference standards and testing protocols to allow for quality control testing.
- 1.3 Not only the item, but also the packaging and labeling components (e.g., closures, and labeling) should also meet specifications suitable for distribution, storage and use in a climate similar to that prevailing in the country of the Purchaser. All packaging must be properly sealed and tamper-proof, and packaging components must meet the latest compendium standards and be approved for packaging by the manufacturer's national regulatory authority (RA)
- 1.4 All labeling and packaging inserts shall be in the English
- 1.5 Goods requiring refrigeration or freezing or those that should not fall below a certain minimum temperature for stability must specifically indicate storage requirements on labels and containers and be shipped in special containers to ensure stability in transit from point of shipment to port of entry.
- 1.6 Upon award, the successful Supplier shall, on demand, provide a translated version in the language of the bid of the prescriber's information for any specific goods the Purchaser may request.

2. Labelling Instructions

2.1 The label of the primary container for each products shall meet the requirement of Part - B and include :

- (a) Deleted
- (b) Deleted
- (c) Deleted
- (d) the applicable standards;
- (e) the Purchaser's logo and code number and any specific color coding if required;
- (f) content per pack;

- (g) instructions for use;
- (h) special storage requirements;
- (i) batch number
- (j) date of manufacture and date of expiry (in clear language, not code);
- (k) name and address of manufacture
- (l) any additional cautionary statement.

2.2 The outer case or carton should also display the above information.

3. Case Identification

3.1 All cases should prominently indicate the following:

- (a) Purchaser's line and code numbers;
- (b) the name of the product;
- (c) Deleted
- (d) date of manufacture and expiry (in clear language not code);
- (e) batch number;
- (f) quantity per case;
- (g) special instructions for storage;
- (h) name and address of manufacture;
- (i) any additional cautionary statements.

3.2 No case should contain products from more than one batch.

4. Unique Identifiers

4.1 The Purchaser shall have the right to request the Supplier to imprint a logo, if the quantity so justifies it, on the labels of the containers use for packaging and in certain forms and this will in the Technical Specifications. *The design and detail will be clearly indicated at the time of bidding, and confirmation of the design of such logo shall be provided to the Supplier at the time of contract award.*

5. Standards of Quality Control for Supply

5.1 The Successful Supplier will be required to furnish to the purchaser:

- (a) With each consignment, and for each item batch/ lot a certificate of compliance to the Part- B quality control test results concerning quantitative assay, chemical analysis, sterility, pyrogen content uniformity, and other tests, as applicable to the Goods being supplied and the manufacturer's certificate of analysis.
- (b) Assay methodology of any or all tests if requested
- (c) Deleted

(d) Evidence of basis for expiration dating and other stability data concerning the commercial final package upon requested

5.2 The Supplier will also be required to provide the Purchaser with access to its manufacturing facilities to inspect the compliance with the specification and quality control mechanisms.

QUALITY CONTROL AND SAMPLING PLAN REQUIREMENTS

1. When the products are ready for the shipment, supplier shall inform NEIGRIHMS, Shillong through an offer slip, which contains at least the following details, along with the certificate of Analysis (COAs) of each batch that are being ready for inspection.
 - (a) Description of the product
 - (b) Batch Number. / Lot Numbers.
 - (c) Batch Quantity/ Lot Quantity.
2. Personnel carrying out the inspection and sampling are having the right to verify the batch records or any other document which may bear impact on the product quality of offered batches/ to conduct and audit before commencing the inspection and sampling.
3. Three sets of sample of required quantity as per the sampling plan will be drawn at random from each batch by the personnel deputed by the NEIGRIHMS at the manufacture's premises.
4. One set of sealed sample shall be sent to an independent laboratory that is identified by the NEIGRIHMS to confirm whether the goods conform to the prescribed specification. One set of sealed sample shall be retained with the manufacturer as counter sample and another set shall be retained by NEIGRIHMS. The three sets of samples will be packed, sealed and duly signed by the inspecting personnel with the time and date of sampling.
5. Only after receiving the satisfactory reports from the testing laboratories, manufacturer shall be allowed to dispatch the goods that are confirming the product requirement as per the standards mentioned in the bid document.
6. Manufacturer shall arrange the extra products from each batch to replenish the batch quantity after taking the random sampling. The cost of the samples will be borne by the supplier

Section - VIII
Manufacturing and Quality Control Details

(Proforma for equipment and quality control employed by the manufacturer(s))

Tender Reference No.

Date of opening

Time

Name and address of the Tenderer:

Note: All the following details shall relate to the manufacturer(s) for the goods quoted for.

- 01 Name of the manufacturer
 - a. full postal address
 - b. full address of the premises
 - c. telegraphic address
 - d. telex number
 - e. telephone number
 - f. fax number

- 02 Plant and machinery details
- 03 Manufacturing process details
- 04 Monthly (single shift) production capacity of goods quoted for
 - a. normal
 - b. maximum

- 05 Total annual turn-over (value in Rupees)
- 06 Quality control arrangement details
 - a. for incoming materials and bought-out components
 - b. for process control
 - c. for final product evaluation
- 07 Test certificate held
 - a. . type test
 - b. . BIS/ISO certification
 - c. . any other
- 08 Details of staff
 - a. technical
 - b. skilled
 - c. unskilled

Signature and seal of the Tendere

Section – IX
Qualification Criteria along with proforma for performance statement

The qualification requirements of the bidder are:

The Bidder should submit documentary evidence on its qualification to perform the contract if its bid is accepted as detailed below:-

- (i) that, in case of a bidder offering to supply goods under the contract which the bidder manufactures or otherwise produces (using ingredients supplied by primary manufacturers) that the Bidder:-
 - (a) is incorporated in the country of manufacture of the goods;
 - (b) has been licensed by the regulatory authority in the country of the manufacture to supply the goods covered in the invitation for tender.
- c) The indigenous manufacturer must possess Good Manufacturing Practices (GMP) certificate complying to the revised Schedule 'M' of Drugs and Cosmetics Act 1940 , for the manufacturing facility which should be valid on the date of tender opening . While the foreign manufacturer must possess a satisfactory GMP certificate in line with WHO certification in the country of manufacture of the goods for the factory where the goods are manufactured and are being offered for supply or has been certified by the competent authority of a member country of Pharmaceuticals Inspection Convention (PIC) or has WHO PQS certification
- d) In case of imported products, a bidder along with the bid must submit a copy of the registration certificate with National Regulatory Authority of India (Central Drugs Standard Control Organisation i.e CDSCO) of the goods for use in India. The information about the requirement for registration can be obtained from the Website www.cdsc.nic.in
- (e) Has manufactured and marketed the specific goods covered by the bidding document, for at least two (2) years, and for the similar goods for at least (3) years (in support of this, data on past performance should be submitted as Performa 'A' given in section (IX)
The bidder will submit the following additional information:-
List of Health Sector Goods being manufactured by the Bidder with product licence number and date: and
- (f) Has the necessary capability to meet with the standards and quality control assurance for supplies as detailed in paragraph no. 5 of general technical specification:
- (g) Provides the evidence that if has the financial, technical and production capability necessary to perform the contract as under :

- that it has successfully completed at least two similar contracts within last five years (preceding two months before the date of tender opening) for supply of goods as specified in the schedule of requirement.

- that it has achieved an annual production rate of at least equivalent 1.25 times of the quantities specified for each schedule offered in any one of the last five years preceding two months before tender opening date.

(ii) when offering their bid for more than one schedule, the bidder or the manufacturer whose product is offered by the bidder must provide evidence that it meets or exceeds the sum of all the individual requirements for the schedules as per para (g) above.

In case the bidder or the manufacturer whose product is offered by the bidder fails to fully meet any of these criteria, it will be qualified only for those schedules for which the bidder meets the above requirement.

(iii) that, in case of a bidder offering to supply Goods under the Contract that the Bidder does not manufacture or otherwise produce, the Bidder has been duly authorized by a manufacturer of the Goods that meets the above criteria, to supply the Goods in the Purchaser's country, as per authorization form given in Section XIV. They shall also submit the list of major supply order completed within last five years as per performa 'A' given in this section.

iv) The bidder shall also furnish the following documents along with its bid;

- (a) a copy of its manufacture license and a statement of installed manufacturing capacity;
- (b) copies of its audited financial statements for the past three fiscal years;
- (c) a copy of achieved annual production rate certified by a chartered accountant/ internal auditor.
- (d) details of on-site quality control laboratory facilities and services and range of test conducted;
- (e) list of major supply contracts conducted within the last three years as performa given in Section IX;
- (f) capacity and quality certification form in the specified format given in section VIII.
- (h) The bidder shall disclose instance of previous past performance that may have resulted into adverse actions taken against the bidder during the last five years.
- (i) A certificate or declaration form the Managing director/nominated representative/legal representative of the firm stating that:

None of the employee of the firm or its representative/ partner/ proprietor is convicted by a court of law following prosecution for offences involving moral turpitude in relation to the business dealing;

None of the employee of the firm or its representative/partner/ proprietor of the firm has been guilty of malpractice such as bribery, corruption, fraud, substitution of bids, interpolation, misrepresentation, evasion or habitual default in payment of any tax levied by law etc., and

The firm does not employ any government servant/non official who has been dismissed or removed on account of involving in corruption charges.

Note: - The bidder shall provide all documents regarding his meeting Qualification Criteria Schedule-Wise duly indexed and with proper flags.

PROFORMA 'A'

PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last five years)

Tender Reference No. : _____

Date of opening : _____

Time : _____

Name and address of the Tenderer : _____

Name and address of the manufacturer : _____

Order placed by (full address of Purchaser)	Order number and date	Description and quantity of ordered goods and services	Value of order (Rs.)	Date of completion of Contract		Remarks indicating reasons for delay if any	Have the goods been functioning Satisfactorily (attach documentary proof)**
				As per contract	Actual		
1	2	3	4	5	6	7	8

Signature and seal of the Tenderer

** The documentary proof will be a certificate from the consignee/end user with cross-reference of order no. and date in the certificate along with a notarized certification authenticating the correctness of the information furnished. If at any time, information furnished is proved to be false or incorrect, the earnest money furnished will be forfeited

Section - X
TENDER FORM

Date _____

To

(Complete address of the purchaser)

Ref. Your TE document No. _____ dated _____

We, the undersigned have examined the above mentioned TE document, including amendment/corrigendum 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 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 up to the aforesaid period and this tender may be accepted 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.

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.

We confirm that we fully agree to the terms and conditions specified in above mentioned TE document, including amendment/ corrigendum if any

(Signature with date)

(Name and designation)

Duly authorised to sign tender for and on behalf of

SECTION - XI PRICE SCHEDULE

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

1 Schedule	2 Brief Description of Goods	3 Country of Origin	4 Quantity (Nos.)	5 Price per unit (Rs.)							6 Total Price on inclusive of Duties and taxes and on free delivery to Consignee Site) basis (Rs.) 4 x 5(g)
				Ex - factory/ Ex - warehouse /Ex-showroom /Off - the shelf (a)	Excise Duty (if any) [%age & value] (b)	Sales Tax/CST against Form D/ VAT/ CENVAT (if any) [%age & value] (c)	Packing and Forwarding charges (d)	Inland Transportation, Insurance loading/ unloading and Incidental costs till consignee's site (e)	Incidental Services if any (f)	Unit Price on inclusive of Duties and taxes and on free delivery to Consignee Site) basis (Rs.) (g) =a+b+c+d+e+f	

Total Tender price in Rupees: _____

In words: _____

Note: -

1. The quoted price should be fixed and final.
2. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
1. If any component of price is mentioned as "included/inclusive", then the respective amount/% must be mentioned.
2. The Exemption Certificate for Taxes/Duties will no be issued by the Purchaser.
3. The amount mentioned under column no. (g) should include all components of the price
No further claim will be allowed other than the amount mentioned under this col.

Signature of Tenderer _____

Name _____

Business Address _____

Seal of the Tenderer _____

Place: _____ Date: _____

SECTION - XI PRICE SCHEDULE
B) PRICE SCHEDULE FOR GOODS TO BE IMPORTED FROM ABROAD

1	2	3	4	5							6
Schedule	Brief Description of Goods	Country of Origin	Quantity (Nos.)	Price per unit (Currency)							Total Price inclusive of Duties and taxes and on free delivery to Consignee Site) basis (Rs.)
				FOB price at port/ airport of Loading	CIF price at port/ airport of entry	Custom Duty)	Customs Clearance & Handling **	Loading/ Unloading, Inland transportation, Insurance and Incidental costs till consignee site **	Incidental Services ,if any (f)	Unit Price on inclusive of Duties and taxes and on free delivery to Consignee Site) basis (Rs.)	
				(a)	(b)	(c)	(d)	(e)	(f)	(g) = a+b+c+d+e+f	4X 5 (g)

** To be paid in Indian Currency (Rs.)

Total Tender price in foreign currency: _____

In words: _____

Note: -

1. *If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.*
2. *The Tenderer will be fully responsible for the safe arrival of the goods at destination (consignee's place) in good condition .*

Place: _____

Date: _____

Signature of Tenderer _____

Name _____

Business address _____

Seal of the Tenderer _____

**SECTION - XII
QUESTIONNAIRE**

....

1. The tenderer should furnish specific answers to all the questions/issues mentioned in the Checklist. In case a question/issue does not apply to a tenderer, the same should be answered with the remark “not applicable”
2. Wherever necessary and applicable, the tenderer shall enclose certified copy as documentary proof/ evidence to substantiate the corresponding statement.
3. In case a tenderer furnishes a wrong or evasive answer against any of the question/issues mentioned in the Checklist, its tender will be liable to be ignored.
 - a) Offer is valid for acceptance up to
 - b) Your permanent Income Tax A/C No. as allotted by the income Tax Authority of Government of Indai.
4. Status
 - (a) Are you currently registered with the Directorate General of Supplies & Disposals (DGS&D), 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 case your answer (s) to above queries in affirmative.

5. Please indicate name & full address of your Banker (s):
6. Please state whether business dealings with you currently stand suspended/banned by any Ministry/Deptt. of Government of India or by any State Government.

.....

(Signature with date)

.....

.....

(Full name, designation & address of the person duly authorised on behalf of the tenderer)

For and on behalf of

.....

.....

(Name, address and stamp of the tendering firm)

SECTION - XIII
BANK GUARANTEE FORM FOR EMD

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 _____ (Hereinafter called the "Bank") 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 _____ 20____. 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 Tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-

a) fails or refuses to furnish the performance security for the due performance of the contract.

or

b) fails or refuses to accept/execute the contract.

or

c) if it comes to notice that the information/ documents furnished in its tender is incorrect, false, misleading or forged

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

(Name and address of the purchaser)

Dear Sirs,

Ref. Your TE document No _____, dated _____

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 tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE 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 tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We also hereby extend our full warranty, 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 TE document.

Yours faithfully,

[Signature with date, name and designation]

for and on behalf of Messrs _____

[Name & address of the manufacturers]

Note : 1. This letter of authorisation 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.

2. Original letter may be sent.

SECTION - XV
BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

The President of India

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 _____ (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 or 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 there under 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 up to and including the _____ day of _____, 20____

.....
(Signature with date 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 - XVI
CONTRACT FORM**

(Address of the purchaser's office issuing the contract)

Contract No _____ dated _____

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

1. Name & address of the Supplier: _____
2. Purchaser's TE document No _____ dated _____ and subsequent Amendment No _____, dated _____ (if any), issued by the purchaser
3. Supplier's Tender 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 paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral 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) Tender Form furnished by the supplier;
- (vii) Price Schedule(s) furnished by the supplier in its tender;
- (viii) Manufacturers' Authorisation Form (if applicable for this tender);
- (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 Tenderers' of the Purchaser's TE document shall also apply to this contract.

5. Some 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) Delivery schedule
- (iii) Details of Performance Security

(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 despatch instructions
- (vi) Consignee, including port consignee, if any
- (vii) Warranty clause
- (viii) Payment terms
- (viii) Paying authority
- (ix)

**(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: _____

SECTION - XVII
CONSIGNEE RECEIPT CERTIFICATE
(To be given by consignee's authorized representative)

The following store (s) has/have been received in good condition:

- 1) Contract No. & date : _____
- 2) Supplier's Name : _____
- 3) Consignee's Name & Address with telephone
No. & Fax No. : _____
- 4) Name of the item supplied : _____
- 5) Quantity Supplied : _____
- 6) Date of Receipt by the Consignee : _____
- 7) Recoveries , if any : _____
- 8) Name and designation of Authorized
Representative of Consignee : _____
- 9) Signature of Authorized Representative of
Consignee with date : _____
- 10) Seal of the Consignee : _____

SECTION - XVIII
ANNEXURES

Annexure 1

DETAILS OF SHIPPING ARRANGEMENT FOR LINER CARGOES IN RESPECT OF C & F/CIF/TURNKEY/F.O.R CONTRACTS FOR IMPORTS- As per instruction issued by Government of India

SECTION - XIX
CHECKLIST

Name of Tenderer:

Name of Manufacturer:

SI No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
1. a.	Have you enclosed EMD of required amount for the quoted schedules?			
b.	In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per Section XIII?			
c.	In case Bank Guarantee is furnished, have you kept its validity of 165 days from Techno Commercial Tender Opening date as per clause 19 of GIT?			
2. a.	Have you enclosed duly filled Tender Form as per format in Section X?			
b.	Have you enclosed Power of Attorney in favour of the signatory?			
3.	Are you a SSI unit, if yes have you enclosed certificate of registration issued by Directorate of Industries/NSIC			
4. a.	Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications?			
b.	In case of Technical deviations in the compliance statement, have you identified and marked the deviations?			
5. a.	Have you submitted satisfactory performance certificate as per the Proforma for performance statement in Sec. IX of TE document in respect of all orders?			
b.	Have you submitted copy of the order(s) and end user certificate?			
6.	Have you submitted manufacturer's authorization as per Section XIV?			

SI No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
7.	Have you submitted prices of goods in the Price Schedule as per Section XI?			
8.	Have you kept validity of 120 days from the 1 Tender Opening date as per the TE document?			
9. a.	In case of Indian Tenderer, have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India?			
b.	In case of Foreign Tenderer, have you furnished Income Tax Account No. of your Indian Agent as allotted by the Income Tax Department of Government of India?			
10.	Have you intimated the name and full address of your Banker (s) along with your Account Number			
11.	Have you fully accepted payment terms as per TE document?			
12.	Have you fully accepted delivery period as per TE document?			
13.	Have you submitted the certificate of incorporation?			
14.	Have you accepted the warranty as per TE document?			
15.	Have you accepted terms and conditions of TE document?			
16.	Have you furnished documents establishing your eligibility & qualification criteria as per TE documents?			
17	Have you furnished Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Tender opening?			

N.B.

1. All pages of the Tender should be page numbered and indexed.
2. The Tenderer may go through the checklist and ensure that all the documents/confirmations listed above are enclosed in the tender and no column is left blank. If any column is not applicable, it may be filled up as NA.

4. It is the responsibility of tenderer to go through the TE document to ensure furnishing all required documents in addition to above, if any.

(Signature with date)

(Full name, designation & address of the person duly authorised sign on behalf of the Tenderer)
For and on behalf of

(Name, address and stamp of the tendering firm)

Section: XX
AFFIDAVIT

I/We..... (Name)
Contractor/Partner/Sole proprietor (strike out word which is not applicable) of (Firm)
..... do hereby declare ad solemnly affirm
to the fact that the individual firm/companies are not blacklisted by the Union or State Government or any
partner or shareholder there of are not directly connected with or has any subsisting inters in business of
my/our firm.

DEPONENT

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

I/We do hereby solemnly declare and affirms that the above declaration is true and correct to the
best of my knowledge and beliefs. No part of it is false and nothing has been concealed.

Dated:.....

DEPONENT

(Note: - To be furnished on non-judicial stamp paper duly attested by the Oath Commissioner).

Annexure: Specification of Stores

Sl. No.	Description of Items /Stores	Manufacturer	Brand Offered	Manufacturer	Brand Offered
1	EYE DROPS AND OINTMENT				
2	Ciprofloxacin Eye Drops				
3	Gatifloxacin Eye Drops				
4	Tobramycin Eye Drops				
5	Moxifloxacin Eye Drops				
6	Gentamycin Eye Drops				
7	Gentamycin injection				
8	Ciprofloxacin + Dexamethasone eye ointment				
9	Ciprofloxacin Eye Ointment				
10	Ciprofloxacin + Prednisolone eye drop				
11	Gatifloxacin + Prednisolone eye drop				
12	Ciprofloxacin + Dexamethasone eye drop				
13	Gatifloxacin + dexamethasone eye drop				
14	Fluorometholone acetate Eye Drops				
15	Fluorometholone acetate + Tobramycin eye drops				
16	Loteprednolol Eye Drops Eye Drops				
17	Dexamethasone Eye Drops				
18	Dexamethasone Injection				
19	Prednisolone Eye Drops				
20	Paracaine 0.5% Eye drops Eye Drops				
21	Xylocaine 4% Eye Drops Eye Drops				
22	Bethamethasone Eye Drops				
23	Diclofenac Eye Drops				
24	Flurbiprofen Eye Drops				
25	Ketorolac Eye Drops				
26	Nepafenac 0.1 w/v Eye Drops				
27	Bromfenac 0.09% w/v Eye Drops				
28	Hydroxypropyl Methyl Cellulose Eye Drops				
29	Carboxymethyl Cellulose Sodium Eye Drops				
30	Carboxymethyl Cellulose Sodium Eye Drops				
31	Polyvinyl Alcohol Eye Drops				
32	Hydroxypropyl Methyl Cellulose Eye Ointment				
33	Olopat Hydrochloride 0.2% Eye Drops				
34	Timolol Maleate 0.5% Eye Drops				
35	Timolol Maleate Gel Forming solution				
36	Betaxolol 0.5% Eye Drops				
37	Brimonidine 0.2% Eye Drops				
38	Latanoprost 0.005% Eye Drops				

39	Bimatoprost + Timolol Eye Drops				
40	Travoprost + Timolol Eye Drops				
41	Brimonidine + Timolol Eye Drops				
42	Latanoprost + Timolol Eye Drops				
43	Travoprost eye drops				
44	Pilocarpine 2% Eye Drops				
45	Pilocarpine 4% Eye Drops				
46	dorzolamide Eye Drops				
47	Dorzolamide + Timolol Eye Drops				
48	Timolol + Pilocarpine Eye Drops				
49	Mannitol 20% Inj				
50	Tropicamide Eye drop				
51	Tropicamide + Phenylephrine Eye drop				
52	Cyclopentolate 1% Eye Drops				
53	Homatropine 2% eye drops				
54	Atropine Sulphate 1% Eye ointment				
55	Cyclopentolate 1% + dexamethasone eye drop				
56	Atropine Sulphate + Dexamethasone eye drop				
57	Astringent Agents Eye Drops				
58	Tab Acetazolamide 250mg				
59	Flourescein Sodium Corneal Staining Strips				
60	Rose Bengal Corneal Staining Strips				
61	Schirmer's Strips				
62	Inj Trypan Blue				
63	Inj Hyaluronidase 1500 IU				
64	Inj Hydroxypropyl methylcellulose				
65	Inj Healon GV				
66	Inj Sodium Hyaluronidase				
67	Natamycin Eye Drops				
68	Acyclovir eye ointment 3%				
69	Sodium Chromoglycate eye drops				
70	Acetylcysteine eye drops				
71	Sodium Chloride eye drops 5%				
72	Sodium Chloride eye ointment 6%				
73	Soft Paraffin eye ointment				
74	Inj. Pilocarpine 0.5%				
75	Inj adrenaline				
76	Flourescein Sodium Corneal Staining Strips				
MYDIATRICS					
78	Tropicamide (1%)				
79	Tropicamide (0.8%) + Phenyl -Ephrine Hcl (5%)				
80	Cyclopentolate (1%)				
81	Homeatropine				
82	Cyclopentolate + Dexamethasone				
83	Atropine + Dexamethasone				
84	Atropine Sulphate Eye Ointment				

Note: The brand names indicated by the department are only suggestive, alternate product may be offered by the bidder