



GOVERNMENT OF UTTARAKHAND

[NAME AND ADDRESS OF PROCURING ENTITY]

Telephone No: [] / Fax: []

E-mail: [] Web-site: []

**STANDARD BIDDING DOCUMENT FOR PROCUREMENT OF
[NAME OF GOODS]
through National Competitive Bidding Process
(Through E- Procurement Portal only - www.uktenders.gov.in)**

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SECTION I: NOTICE INVITING BID (NIB)

GOVERNMENT OF UTTARAKHAND

[NAME AND ADDRESS OF PROCURING ENTITY]

Telephone No: [] / Fax: []

E-mail: [] Web-site: []

NOTICE INVITING BID FOR PROCUREMENT OF [NAME OF GOODS] THROUGH NATIONAL COMPETITIVE BIDDING PROCESS

(Through E- Procurement Portal only - www.uktenders.gov.in)

Bid Reference No: []

Dated: []

1. [Name of the Procuring Entity] (Referred to as the “**Purchaser**”) invites Bids from eligible Bidder for procurement of [Name of Goods] as detailed in Section IV- Schedule of Requirements (hereinafter referred to as “**the Goods**”) through E-Procurement Portal under a National Competitive Bidding Process.
2. The Purchaser has adopted a single-stage E-Procurement System procedure (the “Bidding Process”) comprising Two Electronic Bid Document viz., Technical Bid and Financial Bid (hereinafter collectively referred to as the “**Bid**”) for selection of the Bidder. Bids comprising the Technical Bid (First Part) and Financial Bid (Second Part) must be submitted through E-Procurement Portal within the last date and time for submission of Bids. No physical submission of Bid shall be accepted.
3. To qualify for award of the Contracts, the Bidders are advised to note the Eligibility and Qualification criteria specified in Section III of the Bid Document.
4. Technical Bids will be opened in the E-Procurement Portal as specified in the Schedule of Bidding Process. If the office of the Purchaser happens to be closed on the specified date of opening of the Bids, then they will be opened on the next working day at the same time & place as notified earlier.
5. [The Bid is subject to Electronic Reverse Auction (e-RA) and the same will be conducted on E-Procurement Portal at the time notified in the E-Procurement Portal and intimated by the Purchaser.]¹
6. All notifications, changes and amendments to the Bid Document will be posted only on the E-Procurement Portal which shall form part of the Original Bid Document.²

¹ This clause is required to be shown as deleted if Electronic Reverse Auction is not applicable.

² Bid Documents shall be available for download from the date and time of publication of the tenders on the E-Procurement Portal till the last date and time or the extended time of submission.

Instructions to the Procuring Entity for issuance of Bid Document.

This Standard Bid Document may be modified customized as per the requirements of the Purchaser in accordance with the instructions below:
Note I: Serially numbered footnotes in this Bid Document are for guidance of the Purchaser and should be omitted from the Bid Document before it is uploaded in the E-Procurement Portal.

Note II: All assignment-specific provisions in this Bid Document have been enclosed in square parenthesis and may be modified, as necessary, before uploading the Bid Document. The square parenthesis should be removed after carrying out the required modification.

Note III: The asterisks in this Bid Document should be substituted by assignment-specific particulars before uploading the Bid Document to prospective Bidders.

Note IV: These Notes shall be omitted prior to uploading of this Document.

Note V: Deleted clause/provisions from the Bid Document should be shown as **Deleted** and numbering of the clauses/provisions should not be changed.

Note VI: To ensure uniformity, the conditions in the Bid documents are to be used unaltered. Any modification to suit a unique requirement of specific procurement is to be done separately as part of an Appendix to Instructions to Bid or Special Conditions to Contract. Before issuance, the Bid documents should be approved by the Competent Authority.

7. The Schedule of Bidding Process is as below:

Date, time and place for procuring Bid Document	From [] to [] up to [] IST to be downloaded from the E- Procurement Portal www.uktenders.gov.in
Pre-Bid meeting date, time and place	On [], AT [] IST
	Venue: [Address details]/to be held virtually – ³
Last date & time for submission of online Bids on E-Procurement Portal	On [] up to [] IST
Date and Time for opening of Technical Bid on the E-Procurement Portal	On [] at [] IST
Date and Time for opening of Financial Bid on the E-Procurement Portal	(to be informed later) Tentatively on [] at [] IST.
[Date and Time of Conduct and process of Electronic Reverse Auction] ⁴	(to be informed later) Tentatively on [] at [] IST.
Validity of Bids (LoA to be issued prior to expiration of this period)	[] days from the last date for submission of Bids.
Period for Contract	[] month(s)] [extendable/non-extendable]
Address for Communications	
Earnest Money Deposit (EMD) Amount/Bid Securing Declaration ⁵	[Rs. _____/-] payable / to be submitted as provided in Clause 11 of ITB

8. Bidders who are specifically exempted under this Bid Document from submitting the EMD, should submit the Bid Securing Declaration Form as provided in this Bid Document. Bids without Bid Securing Declaration and documentary proof of such exemption as required under the Bid Document will be summarily rejected and such Bid shall not be considered for any further evaluation. The decision of the tender committee shall be legally binding and acceptable to the bidders in this regard.
9. For any additional information or clarification regarding the Bid, the interested Bidder, may in writing through the E- Procurement Portal and/or by email to the mail id mentioned below seek information or clarification from the Purchaser before the last date of Pre-Bid queries.
10. The Purchaser reserves the right to accept or reject or cancel any or all the Bids or to abandon the procurement in the administrative/work/public/project interest. The decision of the competent authority shall be legally binding and acceptable to the bidders in this regard.

[Signature, Designation, Address, email id and Phone number of the Purchaser]

³ The details of address to be deleted if the Pre-bid meeting is in virtual mode and instead link for attending virtual meeting or information regarding the same to be provided.

⁴ To be deleted if eRA is not adopted

⁵ Strike out whichever is not applicable. Bid Security Declaration will be applicable to those, who are exempt from submission of EMD, subject to submission of valid document in this regard.

SECTION II: INSTRUCTIONS TO BIDDER (ITB)

A. General

1. Scope of Bid

- 1.1 The **Purchaser** named in the Data Sheet, invites Bids through E-Procurement Portal - www.uktenders.gov.in, (the “E-Procurement Portal”) comprising two Electronic Bid Documents viz., Technical Bid and Financial Bid (hereinafter collectively referred to as the “**Bid**”) from eligible Bidders (the “Bidders”) under National Competitive Bidding Process for procurement of Goods and related services as detailed in Section IV- Schedule of Requirements.
- 1.2 The Bid is subject to Electronic Reverse Auction (e-RA) if so specified in the Data Sheet.

2. One Bid Per Bidder

- 2.1 Each bidder shall submit only one Proposal (comprising Technical Proposal and Financial Proposal). Consultant who submits more than one Proposal, the latest proposal shall be considered for evaluation purpose.
- 2.2 All Bidders are required to register in the Uttarakhand Government E- Procurement Portal. The Bidders, who submits their Bid after digitally using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including all the Forms/Annexure/ Appendices of this Bid.

3. Cost of Bidding

The Bidder shall bear all costs associated with preparation and submission of its Bid and the Purchaser in no case be responsible and liable for those costs regardless of the outcome of Bidding Process.

4. Eligibility and Qualification Criteria

- 4.1 The Bidder should satisfy eligibility conditions and establish their competence and capacity based on the qualification criteria (the “**Qualification Criteria**”) specified in Section III. This invitation for Bid is open to all eligible bidders meeting the Qualification Criteria.
- 4.2 If so specified in the Data Sheet Joint Ventures and Consortiums may participate in the Bidding Process.
- 4.3 If so specified in the Data Sheet Sub-contracting may be undertaken by the Bidder.

B. The Bid Documents

5. Contents of Bid Documents

- 5.1 The Bid Documents shall include:
 - a. Section I- Notice Inviting Bids;
 - b. Section II- Instruction to Bidder (ITB);
 - c. Section III- Eligibility and Qualification criteria;
 - d. Section IV- Schedule of Requirements
 - e. Section V- Formats for Submission of Bids;
 - f. Section VI- Form of Contract;
 - g. Section VII- General Conditions of Contract (GCC);
 - h. Section VIII- Special Conditions of Contract (SCC);
 - i. Section IX- Appendices to GCC and SCC

- i. Appendix A- Schedule of Requirements;
- ii. Appendix B - Contract Price (Price schedule);
- iii. Appendix C - Form of Bank Guarantee for Performance Security Deposit
- iv. Appendix D- Notification of Award and Letter of Acceptance and
- v. Appendix E - Any modifications, clarifications, addendum/ corrigendum issued to the original Bid Document, pre-bid meeting proceedings.
- vi. Appendix F – Form of Advance Bank Guarantee

5.2 The Bid documents may be obtained in the manner set out in the Data Sheet. The Bidder should upload the scanned copy of the instrument/ payment-receipt of online payment/ e-challan or e-BG as a proof of tender fee/bid document fee, EMD submission.

5.3 The Bidder is expected to examine all instructions, conditions of contract, forms, terms and specifications etc., in the Bid Documents. Failure to furnish all information required by the Bid Documents or submission of a Bid not substantially responsive to the Bid Documents in all respects will be at the Bidder's risk and may result in rejection of its Bid.

6. Amendment to Bid Documents

6.1 Before the deadline for submission of Bids, the Purchaser may, modify the Bid Documents by notifying on the E- Procurement Portal through issue of Addendum or Corrigendum or Clarification. Any Addendum or Corrigendum or Clarification issued by the Purchaser shall form part of the Bid Document.

6.2 In order to allow prospective Bidders, reasonable time, to take the amendment into account in preparing their Bids, or procuring entity decide so, the deadline for the submission of Bids as necessary may be extended. Information about extension of the deadline for the submission of Bids will be published on E-Procurement Portal.

7. Pre-Bid Meeting and Clarification of Bid Documents

7.1 A prospective Bidder requiring any clarification of the Bid Documents may notify the Purchaser in writing as indicated in the Data Sheet before the last date and time of Pre-Bid queries. The Purchaser will respond in writing to any request for clarification received within the timeframe specified in the Data Sheet. The Purchaser's response will be uploaded in the E-Procurement Portal including a description of the enquiry sought for the information of public or the other Bidders without identifying the source of request for clarification.

7.2 If the pre-bid meeting is to be held, the Bidder or his authorized representative is invited to attend it. Its time, date and venue is given in Data Sheet.

7.3 The purpose of the pre-bid meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

7.4 Queries raised by the prospective bidders in writing along with responses will be uploaded by the Purchaser on the E- Procurement Portal. Any modification to the Bid Documents listed in Sub-Clause 5.1, which may become necessary as a result of the pre-bid meeting shall be made by the Purchaser exclusively through the issue of an Addendum/Corrigendum/Clarification pursuant to Clause 6 and/or through the minutes of the pre- bid meeting.

7.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

C. Preparation of Bids

8. Language of Bid

The Bid prepared by the Bidder, as well as all supporting documents, the correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be in the [language, as specified in Data Sheet. All supporting documents other than the language specified in the Data Sheet needs transcript/ translation provided they are accompanied by a self-certified accurate translation of the relevant passages in the language specified in the Data Sheet, in which case, for purposes of interpretation of the Contract, this translation shall govern.

9. Document Constituting the Bid

9.1 The Bid should be uploaded in the E- Procurement Portal under a two Bid document system comprising the following documents.

A- First Electronic Document – Part 1- shall be named Technical Bid documents and shall comprise of scanned copy of all pre-qualification/technical information to be submitted in the format specified in Section V of this Bid Documents as set out below;

- i. Letter of Bid in the format prescribed at **Annexure A**.
- ii. Details of Bidder in the format prescribed at **Annexure B** along with supporting documents;
- iii. Technical Capacity of the Bidder in the format prescribed at **Annexure C- Form 1, Form-2 and Form-3** along with supporting documents;
- iv. Financial Capability of the Bidder in the format prescribed at **Annexure D** along with supporting documents;
- v. Power of Attorney for Signing of Proposal in the format prescribed at Form 1 of **Annexure E**. In case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format prescribed at Form 2 of Annexure E;
- vi. Earnest Money Deposit in the manner and form at **Annexure F Form 1 or Annexure F Form-2** as specified in Clause 11;
- vii. Checklist of Documents in the format prescribed at **Annexure I**;
- viii. Copy of the Demand Draft [/proof of ONLINE Payment] for the tender fee as stated in the Data Sheet;
- ix. Documentary evidence established in accordance with Clause 2.4 of Section III that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the Bid Documents.
- x. Undertaking regarding restrictions on procurement from a Bidder/Supplier having Transfer of Technology (ToT) arrangement with an entity from a Country which shares a land border with India in the format prescribed at **Annexure G**;
- xi. Any other information as may be considered relevant by the Bidder to substantiate their submissions.

Note: Bidder should not furnish the Financial Bid along with the Technical Bid. A Technical Bid containing any details of Financial Bid shall be declared as non-responsive. The decision of the procuring entity shall be legally binding and acceptable to the bidders in this regard.

B- Second Electronic Document – Part 2- shall be named Financial Bid document and shall comprise of; The Price Schedule furnished in the Bid Documents, indicating the goods and other services to be supplied under the Contract to be provided in the slot provided on the E-Procurement Portal. A specimen of the Financial Bid to be provided in the E-Procurement Portal is prescribed at **Annexure H**.

9.2 Price Components

The rate or price quoted by the Bidder shall conform to the requirements specified below.

- a) All Schedules / Lots (if any) and items thereunder must be listed and priced separately in the Price Schedule. The price quoted shall correspond to 100% of the items specified for each Schedule / Lot.
- b) The price to be quoted in the 'Financial Bid' in accordance with ITB Para 9.1 B shall be the total price of the Bid.
- c) The price quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account. The Bid submitted with adjustable price quotation shall be treated as nonresponsive and shall be rejected.
- d) The price shall be quoted as specified in the Form of Price Schedule given in Annexure H. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. Prices shall be entered in the following manner:
 - i. the unit and total price of the Goods including FOR (Freight on Road) -Consignee Location basis;
 - ii. the price of related services as specified in **Section IV** - Schedule of Requirements;
 - iii. Goods and Services Tax (GST) payable on the Goods and related services, if the contract is awarded
- e) The price for combination of Schedules or Bunch Bids, if provided in the Schedule of Requirements to be quoted as specified in the Data Sheet.
- f) If the Bidders are required to quote the Annual Maintenance Cost, the Bidders may do so as specified in the Data Sheet.

9.3 Bids submitted by fax, e-mail or any other electronic modes other than through E-Procurement Portal shall not be entertained and shall be rejected.

9.4 If a Bidder submits a zero offer (at no cost to the Purchaser i.e. NIL charges), such Bid shall be treated as non-responsive and will not be considered for evaluation purpose.

9.5 Documents establishing the compliance of Goods

- a) To establish the conformity of the Goods to the Bid Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in **Section IV** - Schedule of Requirements.
- b) The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods, demonstrating substantial responsiveness of the Goods to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the **Section IV** - Schedule of Requirements.

10. Bid Currency

The Financial Bid should be quoted by the Bidder in Indian Rupees only. All payments shall be made in Indian Rupees.

11. Earnest Money Deposit (EMD)

11.1 The Bidder shall furnish, as part of his Bid, an earnest money deposit (the "EMD") if so indicated in the Data Sheet.

11.2 The EMD may be provided in the form of Fixed Deposit Receipt/Demand draft/ Bank Guarantee including E-Bank Guarantee etc., issued/confirmed by a Scheduled Bank or if specified by the Purchaser, through online or offline modes of payment pledged in favour of Authority and payable at the place as specified

in the Data Sheet or deposited in given heads of account through e-banking (if any) to the satisfaction of the Purchaser safeguarding the interest of the purchaser in all respects.⁶

- 11.3 The Bank Guarantee should be submitted in the format provided at Annexure F- Form 1 issued by a Scheduled Bank in India and drawn in favour of and payable at, as specified in the Data Sheet. BG should be irrevocable, non-transferable and un-conditional. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934. The Earnest Money Deposit / Bid security for the Bid shall be valid for 45 days beyond the validity of the Bid, and may be extended as may be mutually agreed between the Purchaser and the Bidder from time to time.
- 11.4 The Bidder should upload the scanned copy of the instruments furnished as EMD in the E-Procurement Portal. Failure to submit such instruments will amount to treat such Bids as non-responsive.
- 11.5 The EMD to be paid through online or offline modes shall be made on any of the payment options specified in the Data Sheet.
- 11.6 Bidders who are specifically exempted from submitting the EMD under specific provisions of law should submit the documents as specified in the Data Sheet. The exemption and relaxation in EMD is subject to the validity & acceptance of the supporting documents by the Purchaser⁷.
- 11.7 Any Bid not accompanied by EMD/ Bid Securing Declaration and not secured as indicated in Sub-Clauses 11.1 to 11.3, shall be rejected as non-responsive. If bids have been extended, any bid should not be rejected due to short validity of EMD
- 11.8 The Earnest Money Deposit submitted through online or offline modes of payment will be returned without any interest in the following manner:
- i. To the successful Bidder, within 30 days on receipt of the Performance Security Deposit
 - ii. To the unsuccessful Bidder, as promptly as possible and in any case not later than 30 (thirty) days after the award of the Contract by the Purchaser.
 - iii. In the event of rejection of all Bids or cancellation of Procurement process by the Purchaser, within 30 (thirty) days of such rejection or cancellation.
- 11.9 The EMD shall be forfeited under the following conditions:
- i. if a Bidder withdraws its Bid during the Bid Validity Period specified in this Bid Document or as extended by the mutual consent of the respective Bidder(s) and the Purchaser; or
 - ii. if the successful Bidder fails or refuses to:
 - a. sign the Contract within the period specified in accordance with ITB Clause 26.2; or
 - b. Furnish Performance Security Deposit in accordance with ITB Clause 27.
 - iii. If the bidder breaches any provision of code of integrity.

12. Period of Validity of Bids

- 12.1 The Data Sheet indicates how long the Bid shall remain valid from the last date of submission of Bid. The Bidder is not allowed to modify, vary, revoke or withdraw, the Bid during the said original or extended validity period.
- 12.2 In case, the last day on which the Bid are to remain valid falls on/subsequently declared a holiday or closed day for the Purchaser, the Bid Validity shall automatically deem to be extended to the next working day.

⁶ Delete, if not applicable

⁷ This clause may be shown as deleted before issue of this Bid document where exemption for EMD is not provided.

- 12.3 A Bid valid for a shorter period than specified in Clause 12.1 above shall be rejected by the Purchaser as non-responsive.
- 12.4 In exceptional circumstances, prior to the expiration of the Bid validity period, the Purchaser may solicit the Bidder's consent to an extension of the period of validity for a specified additional period. The request and the responses thereto shall be made in writing (or by e-mail or fax or through E-Procurement Portal or other written records through electronic medium only). Bidder may refuse the request without forfeiting its EMD. A Bidder granting the request shall not be required or permitted to modify its Bid.
- 12.5 A Bidder who agrees to the extension of the period of validity of Bids shall also extend the period of validity of the Earnest Money Deposit/ Bid Securing Declaration provided under ITB Clause 11 or submit new EMD to cover the extended period of validity of their Bids.

D. Online Submission of Bids

13. Format and Signing of Bid

- 13.1 The Bidder shall provide all the required information sought under this Bid Document. The Purchaser will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and/or conditional/ alternative Bids shall be liable to rejection as non-responsive.
- 13.2 All the documents of the Bid should be uploaded on the E-Procurement Portal www.uktenders.gov.in using digital signature with their valid Digital Signature Certificate (DSC) in the form of smart card/ e-token. The DSC can be obtained from any authorised certifying agencies. The Bidder should register in the web site www.uktenders.gov.in using the relevant option available. Then, the Digital signature registration had to be done with the e-token, after logging into the site. The Bidder can login the site through secured login by entering the password of the e-token and the user id/password chosen during registration.
- 13.3 The documents to be uploaded shall be typed or written in indelible ink and signed by the Authorized Signatory (the “**Authorized Signatory**”) of the Bidder who shall also initial each page, in blue/black ink with stamp as an acceptance of the terms and conditions written therein. The person signing the submissions shall initial all the alterations, omissions, additions, or any other amendments made to the submissions. The submissions must be properly signed by the Authorized signatory of the Bidder holding a Power of Attorney or the Board Resolution in this regard.
- 13.4 A copy of the Power of Attorney certified by the authorized signatory of the Bidder in the form specified in Form 1 of Annexure E or in case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format prescribed at Form 2 of Annexure E, as the case may be, should accompany the Bids.
- 13.5 The Bidder shall submit through E-Procurement Portal two separate files. First Electronic Document – Part 1- Technical Bid documents and the Second Electronic Document – Part 2- Financial Bid document as specified in Clause 9.1 above. After submission of Bids, the system would generate a unique Bid identification number which is time stamped. This shall be treated as acknowledgment of Bid submission.
- 13.6 Instructions for e-bidding is specified in E-Procurement Portal of www.uktenders.gov.in. The Bidder must acquaint and train themselves with the rules, regulations, procedure and implied conditions/agreement of the respective Uttarakhand Departments’ portal. The Bidder shall settle clarifications and disputes if any, regarding the E-Procurement Portal directly with E-Procurement Portal helpdesk. The Bidder shall be responsible to see the E-Procurement Portal till last date of submission of Bid for any clarification/amendment which shall be part of the Bid Document. Purchaser will not owe the responsibility for any technical issue, if any, for the submission of the proposal.

14. Deadline for Submission of Bids

- 14.1 It shall be the responsibility of the Bidder to ensure that their Bid is submitted in the E-Procurement Portal within the last date and time specified in the Data Sheet in complete manner. The Purchaser will not be held responsible for technical glitches and internet connectivity issues confronted by Bidder in uploading their Bid or for any failure on part of the Bidder to make the payment of EMD or submission of any documents as required to be submitted or for rejection of Bids by E-Procurement Portal for whatsoever reasons. No correspondence shall be entertained in this regard.
- 14.2 The last date and time for submission of Bids may be extended by amending the Bid Documents in accordance with ITB Clause 6 after giving adequate notice on the E-Procurement Portal, in which case all rights and obligations of the Purchaser and Bidder previously subject to the deadline will thereafter be subject to the deadline as extended. Information about extension of the deadline for the submission of Bids will be published on E-Procurement Portal.

15. Late Bids

The E-Procurement Portal will not accept any Bids after the last date and time for submission of Bids.

16. Modification and Withdrawal of Bids

- 16.1 The Bidder may modify the contents of the Technical Bid or Financial Bid or withdraw its Bid by uploading their request prior to deadline for submission of Bids in E-Procurement Portal. For Bid modification, the Bid submitted by the Bidder within the last date and time for submission of Bids shall be considered as the Bid. The Bidders may withdraw his Bid by uploading their request before the last date and time of submission of Bids. However, if the Bid is withdrawn, the re-submission of the Bid is not allowed.
- 16.2 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the original Bid Validity Period or extended period in pursuant to Clause 12. Withdrawal of a Bid during this interval shall result in forfeiture of the Bidder's Earnest Money Deposit/initiation of action for debarring the Bidder as per Bid Securing declaration⁸.

E. Bid Opening and Evaluation of Bids⁹

17. Opening of Technical Bid

- 17.1 The file containing Part I - Technical Bid Document shall be opened first in the E-Procurement Portal at the date and time specified in the Data Sheet. Authorised representatives of Bidder, who intend to attend the Technical Bid opening are to bring with them letters of authority/power of attorney from the corresponding Bidder. In the event of the specified date of Technical Bid opening being declared a holiday, the Technical Bid shall be opened at the appointed time on the next working day.
- 17.2 List of submitted Bids termed as RECEIVED shall be displayed in E-Procurement Portal. All Bid payments including EMD and cost of Bid document, if stated in the Data Sheet is successfully received shall be displayed. Thereafter, the names and such other details of the Bidder as the Purchaser may consider appropriate shall be published in the E-Procurement Portal.

⁸ Forfeiture of the Bidder's Earnest Money Deposit is not applicable in case exemption for EMD is provided

⁹ Evaluation of Bids and award of contract shall be completed, as far as possible, within the period for which the Bids are held valid. Authority shall seek extension of validity of Bids from Bidders for the completion of evaluation, if it is not completed within the validity period of Bid. In case evaluation of Bids and award of contract is not completed within extended period, all Bids shall be deemed to have become invalid and fresh Bids will be called for.

18. Process to be Confidential

- 18.1 The Purchaser shall ensure the confidentiality of the process of Bid evaluation until orders on the Bids are passed.
- 18.2 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations of award of Contract shall not be disclosed to a Bidder or any other persons not officially concerned with such process until award of the successful Bidder is announced in the E-Procurement Portal. Any effort by a Bidder to influence, the Purchaser in processing of Bids or award decision may result in rejection of its Bid.

19. Clarification of Bids

- 19.1 During evaluation of Bids, the Purchaser or the Bid Scrutiny Committee, may at its discretion, seek bona fide clarifications in writing from the Bidders relating to the Bids submitted by them by a specific date. The Bidders may be requested to submit necessary information or documents which are historical in nature (which exist on the last date of the submission of the Bid), like audited statements of accounts, tax clearance certificate, PAN, etc. If the Bidder does not comply or respond by the specified date, their Bid shall be liable to be rejected and this shall be legally acceptable and binding to all the bidders.
- 19.2 The Purchaser shall not offer or permit any change in the price or substance of a Bid except to confirm the correction of arithmetic errors discovered by the Bid Scrutiny Committee in the evaluation of the Financial Bids. In case of confusion between digit and words, words shall be preferred for evaluation purpose.
- 19.3 No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted under any circumstances;
- 19.4 All communication generated as above shall be included in the record of the procurement proceedings.

20. Initial Examination of Bids

- 20.1 The Purchaser shall cause preliminary examination of the Bids submitted to determine their substantial responsiveness and following factors shall be considered, namely:
- i. Whether the Bidder meets the eligibility criteria laid down in the Bid Documents;
 - ii. Whether the crucial documents have been duly signed and submitted;
 - iii. Whether the requisite Earnest Money Deposit/ Bid Securing Declaration (if exempted) has been furnished;
 - iv. Whether the Bid is substantially responsive in terms of the Bid Documents without material deviation or reservation or inconsistent with the Purchaser's right or Bidder's obligations as per the Bid Document. Bids from Authorised Dealers, without proper authorization from the manufacturer as per Form-3 of Annexure-C of Section V, shall be treated as non-responsive.
- 20.2 Bids which on initial examination are found not to be substantially responsive under any of the Clauses under Clause 20.1 above, shall be rejected. The decision shall be legally binding and acceptable to the bidders in this regard.
- 20.3 [Where the Bidder has quoted for more than one schedule, if the EMD furnished is inadequate for all the schedules, the Purchaser/ Bid Scrutiny Committee shall take the Contract Price into account only to the extent the Bid is secured. For this purpose, the extent to which the Bid is secured shall be determined as

specified in the Data Sheet.]¹⁰

- 20.4 The Purchaser/ Tender Scrutiny Committee may waive any minor infirmity or non-conformity or irregularity in a Bid which does not constitute a material deviation, reservation or omission provided such a waiver does not prejudice or affect the relative ranking of any Bidder. A substantially responsive Technical Bid is one that meets the requirements of the Bid Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- a. If accepted, would
 - i. affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in Schedule of Requirement; or
 - ii. limits in any substantial way, inconsistent with the Bid Document, the Purchaser's rights or the Bidder's obligations under the Contract to be executed.
 - b. if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Technical Bids.
 - c. During the evaluation of Bids, the following definitions apply:
 - i. **"Deviation"** is a departure from the requirements specified in the Bid Document;
 - ii. **"Reservation"** is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bid Document; and
 - iii. **"Omission"** is the failure to submit part or all of the information or documentation required in the Bid Document.

21. Evaluation of Technical Bid

- 21.1 The Purchaser may constitute a Bid Scrutiny Committee (the **"Bid Scrutiny Committee"**) as it deems fit to carry out scrutiny and evaluation of Bids strictly in accordance with the evaluation criteria indicated in Section III of this Bid Document.
- 21.2 Bidder whose Technical Bids are adjudged as responsive in terms of Clause 20 and who fulfils the conditions of eligibility and qualification in terms with Section III will be declared as qualified Bidder (**"Qualified Bidder"**). If a Bidder does not fulfil the eligibility and qualification criteria prescribed as above, such a Bidder shall be disqualified. The Financial Bids of only the Qualified Bidders shall be considered for opening in the E-Procurement Portal and further evaluation in the manner set out in Clause 22 below.
- 21.3 The list of Qualified Bidders, non-responsive and not qualified bidders and the date, time of opening of Financial Bids of Qualified Bidders shall be published by the Purchaser in the E-Procurement Portal.

22. Opening and Evaluation of Financial Bid

- 22.1 The Financial Bids of all the Qualified Bidders will be opened in the E-Procurement Portal at the designated date and time notified. Authorised representatives of the Bidders, who intend to attend the Financial Bid opening are to bring with them letters of authority from the corresponding Bidders. If the specified date of Financial Bid opening is declared a holiday subsequently the Financial Bids shall be opened at the appointed time on the next working day.
- 22.2 The Contract price should include all costs as specified in the Data Sheet.

¹⁰ To be retained in case of bunch bids only.

23. Evaluation and Comparison of Bids

23.1 The Purchaser/ Bid Scrutiny Committee shall compare the evaluated prices of all substantially responsive bids established in accordance with this Bid Document to determine the lowest evaluated bid. By applying the criteria and methods as written in bid document, the Purchaser shall determine the Most Advantageous Bid. This is the Bid that meets the Qualification Criteria and has been determined to be:

- a) substantially responsive to the Bid document, and
- b) the lowest evaluated cost (L-1)

The determination of Bidder quoting lowest evaluated cost shall be based on the comparison of evaluated Bid price carried out on “FOR (Freight on Road) consignee site basis”, quoted by substantially responsive Bidders. The evaluation of prices shall not take into account GST levied in connection with the sale or delivery of goods and related services.

23.2 The Purchaser’s evaluation of a Bid to determine lowest evaluated Bidder may take into account, in addition to the Bid Price quoted in accordance with ITB 9.2, one or more of the following factors, using the following criteria and methodologies.

- a) Projected annual maintenance costs after expiry of warranty period.
An adjustment to take into account the operating and maintenance costs of the Goods will be added to the Bid price, for evaluation purposes. The adjustment will be evaluated in accordance with the methodology specified in the Schedule of Requirements:
- b) Purchase Preference Policy of Uttarakhand along with relevant provisions of Procurement Rules.
- c) No Bid will be considered if the complete requirements is not included in the Bid. However, as stated in ITB Clause 9.1(B), where the Bidder are allowed the option to submit Bid for any one or more schedules and to offer discounts for combined schedules, these discounts will be taken into account in the evaluation of the Bids so as to determine the Bid or combination of Bids offering the lowest evaluated cost for the Purchaser in deciding award(s) for each schedule as specified in the Data Sheet.

23.3 The evaluation of Bid and award of Contract shall be completed, as far as possible, within the period for which the Bids are held valid. The Purchaser shall seek extensions of the validity of Bidder as per the rules from the Bidder for the completion of evaluation. In case, the evaluation of Bids and award of Contract is not completed within this extended period, all the Bids shall be deemed to have become invalid and fresh Bids may be called for.

23.4 Evaluation process in e-Reverse Auction

If the Bid is subject to e-reverse auction process, the e-RA process shall be conducted as specified in the Data Sheet.

F. Award of Contract

24. Preparation of evaluation report

After evaluation of the Bids in accordance with the eligibility and qualification criteria, the order of acceptance of Bid along with the comparative statement shall be uploaded in the E-Procurement Portal.

25. Purchaser’s right to vary Quantities at the Time of Award or during currency of the Contract

The Purchaser reserves the right to increase or decrease by up to [generally not more than 25 percent] of the quantity of goods originally specified in the Schedule of Requirements without any change in the rate or other terms and conditions.

26. Letter of Acceptance and Signing of Contract

- 26.1 The Contract will be awarded to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest evaluated Bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 26.2 The Bidder whose Bid has been accepted will be notified by the Purchaser by issuing the Letter of Acceptance (LoA) prior to expiration of the Bid validity period through the E-Procurement Portal and through email to the successful Bidder, specifying the sum that the Purchaser will pay the Supplier in consideration of the supply of Goods as prescribed by the Contract (hereinafter and in the Contract called the "**Contract Price**"). The Bidder, shall within timeframe specified in the Data Sheet confirm acceptance by returning a signed copy of the Letter of Acceptance through E-Procurement Portal and email.
- 26.3 Before issuing such LoA, the Purchaser may, at its discretion or based on the complain received from any other participating bidder, ask the Successful Bidder to submit the originals of all such documents for verification whose scanned copies were submitted in E-Procurement Portal along with the Technical Bid. If the Bidder fails to provide originals or if there are any substantive discrepancies between such documents, the same shall be considered as violation of Code of Integrity including misleading the Purchaser and action shall be initiated to debar such Bidder in accordance with the Clause 28 of this ITB.
- 26.4 Upon the successful Bidder's furnishing of Performance Security Deposit pursuant to ITB Clause 27, the Purchaser shall send the Contract Form to the successful Bidder, which may be changed based on mutually agreed terms and conditions. The purchaser reserves the right to include any specific clause which may be required to ensure the quality of goods, safety and security of goods, etc. in the administrative/ work/public/project interest etc.
- 26.5 Within the timeframe specified in the Data Sheet, the successful Bidder shall sign, date, and return the Contract Form to the Purchaser.

27. Performance Security Deposit

- 27.1 Within the timeframe specified in the Data Sheet, the successful Bidder shall furnish the Performance Security Deposit in accordance with the Conditions of Contract, in the form of Demand Draft/ Fixed Deposit Receipt/ Bank Guarantee issued/ confirmed by a Scheduled Bank in India or through online payment in an acceptable form to the Purchaser, safeguarding the Purchaser's interest in all respects.
- 27.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 26.4, ITB Clause 26.5 or ITB Clause 27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Earnest Money Deposit. The Procuring Entity shall re-tender in such cases.

28. Code of Integrity

No officer or employee of a Purchaser or a Bidder participating in a Bidding Process shall act in violation of the Code of Integrity as specified below:

28.1 Prohibiting:

- a. Corrupt Practice - any offer, solicitation or acceptance of any favour, bribe, reward, or gift, or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the bidding process or to otherwise influence the Bidding Process or the action of other party;
- b. Fraudulent Practice - any omission, including a misrepresentation that misleads or attempts to mislead to obtain a financial or other benefit or avoid an obligation. This includes making false declaration or providing false information for participation in a Bidding Process or to secure a contract or in

execution of the Contract;

- c. Anti-competitive practice - any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and the progress of the Bidding Process.
- d. Coercive Practice: any coercion including harming or threatening persons and their properties, directly or indirectly, to influence their participation in the Bidding Process or affect the execution of a Contract.
- e. Conflict of interest: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of Purchaser who are directly or indirectly related to Bid or execution process of Contract; or improper use of information obtained by the (prospective) Bidder from the Purchaser with an intent to gain unfair advantage in the Bidding Process or for personal gain;
- f. Obstructive practice: materially impede the Purchaser's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Purchaser's rights of audit or access to information.

28.2 **Obligation of Proactive Disclosures:**

Failure to declare below instances shall amount to violation of this Code of Integrity:

- a. Procuring authorities as well as Bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to suo-moto proactively declare any conflicts of interest in any Bidding process or execution of Contract.
- b. Any Bidder must declare, whether asked or not in a Bid Document, any previous transgressions of such a Code of Integrity with any entity in any country during the last three years or of being debarred by any other Purchaser.
- c. To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the Bidder making such declarations. The declared disclosures may be evaluated and mitigation steps, if possible, may be taken by the Purchaser.

28.3 **Punitive actions:**

The Purchaser after giving a reasonable opportunity of being heard, concludes that a bidder or prospective Bidder has contravened the Code of Integrity, may take appropriate measures including on or more of the following:

- a. If bids are under consideration
 - i. Forfeiture or encashment of Bid Security;
 - ii. calling off any pre-contract negotiations; and
 - iii. rejection and exclusion of the bidder from the Bidding Process.
- b. If a contract has already been awarded
 - i. Cancellation of the relevant contract and recovery of compensation for loss incurred by the Purchaser;
 - ii. Forfeiture or encashment of any other security or bond relating to the Bidding;
 - iii. Recovery of payments including advance payments, if any, made by the Purchaser along with interest thereon at the prevailing rate.

28.4 **Provisions in addition to above:**

- a. Removal from the list of registered suppliers and blacklisting/banning/debarment of the Bidder from participation in future procurements of the Purchaser for a specific period, as decided by the competent authority,
- b. Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

29. Appeals

- 29.1 A Bidder aggrieved by an order passed by the Purchaser, pursuant to Clause 26.1 of ITB, may complain within prescribed time of the publishing of the notice inviting Bid in the Portal prescribed by Government. If the aggrieved Bidder is not satisfied with the decision of the Purchaser, then such Bidder may appeal to prescribed appellate authority within the manner as indicated in the Data Sheet.
- 29.2 The decision of the appellate authority shall be final and this shall be legally binding and acceptable to all the bidders.

SECTION III - ELIGIBILITY AND QUALIFICATION CRITERIA

1. Eligible Bidder

1.1 For determining the eligibility of Bidder, the following conditions are to be satisfied:

- a. The Bidder should not be under order of debarment or removed from empaneled/registered list by any Purchaser from participating in a Bid, as on the last date of submission of Bids.
- b. Any contract of the Bidder should not have been terminated during the last 36 (thirty-six) months from the last date of submission due to non-fulfilment of contractual obligations as evidenced by imposition of a penalty by any Purchaser or by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder.
- c. Bidder should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Notice Inviting Bids.
- d. Bidder shall be a natural person, private entity, government-owned entity or, any combination of these having a formal intent and legal competency to enter into an agreement or contract and are registered under respective Act and Jurisdiction in India
- e. Group of single business entities (Consortium) is allowed/ not allowed to participate in this Procurement process as indicated in the Data Sheet.
- f. Bidder should fulfil the conditions imposed by the Government of India in the interests of national security relating to submission of a bid by a Bidder/Supplier from a Country which shares Land Border with India or by a bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India. A certificate for having read the above clauses is required to be submitted / uploaded by the Bidder separately in the prescribed format at Annexure G.
- g. Bidder must neither be insolvent, in receivership, bankrupt or being wound up, nor shall have its affairs administered by a Court or Judicial Officer or its business activities suspended and must not be the subject of legal proceeding for any of these reasons.
- h. The Bidder have fulfilled his obligation to pay such of the taxes payable to the Central Government or State Government or a local authority specified in the Bid Documents, pre-qualification Documents or Bid registration documents;
- i. The Bidder should not have, and their directors and officers do not have, been convicted of any criminal offence related to their professional conduct or on making of false statements or misrepresentations of their qualifications to enter a procurement contract within a period of three years preceding the last date of submission, or not have been otherwise disqualified pursuant to debarment proceedings by any of the govt agencies or PSUs Or PSBs or any other govt entity.

1.2 The Bidder should have the following registrations:

- a. Registration under the applicable law for establishing their legal business identity.
- b. Active Registration under the Goods and Service Tax (GST) Act.
- c. Permanent Account Number (PAN) issued by the Board of Direct Taxes under the Income Tax Act, 1961.
- d. Registration under MSE policy of Uttarakhand, for getting benefits under this policy.

2. Qualification Criteria

- 2.1 The Bidder should establish their competence and capacity based on the following qualification criteria (the “**Qualification Criteria**”). The qualification information should be submitted in the format prescribed at Annexure C and D of Section V.

A. Technical Capacity

[The Bidder should establish their experience (the “**Technical Capacity**”) as set out below:

- i. The Bidder should be the Original Equipment/Goods Manufacturer (OEM) or an authorized dealer of the OEM signed by the appropriate authority.
- ii. The Bidder should be a manufacturer who must have manufactured, tested and supplied the equipment (s) /goods similar to the type specified in the ‘Schedule of Requirements’ upto at least [_____] %¹¹ of the quantity required in any one of the last [_____] ¹² completed Financial Years.
- iii. Bids of Bidders quoting as authorized representative of a manufacturer, meeting with the above requirement in full, can also be considered provided:
 - a. the manufacturer furnishes authorization in the prescribed format at Annexure C- Form 3 of Section V assuring full guarantee and warranty obligations as per GCC and SCC; and
 - b. the Bidder, as authorized representative, has supplied, installed and commissioned satisfactorily at least [.....%]¹³ of the quantity like the type specified in the Schedule of Requirements in any one of the last three years which must be in satisfactory operation for at least¹⁴ months on the date of Bid opening
- iv. The bidder providing annual maintenance services for the above supplied goods must have a service centre in Uttarakhand State or open the same within one month in Uttarakhand State at a place or places as desired by the client.

Note:

1. The Bidder should furnish the information on all past supplies and satisfactory performance for both (ii), (iii) and (iv) above, in the prescribed format at Annexure C- Form 1, Form 2 and Form 3 of Section V.
2. [The Bidder should furnish details of Service Centres and information on service support facilities that would be provided after the warranty period in the prescribed format at Annexure C- Form 2 of Section V.]

B. Financial Capacity

The Bidder should have the following financial capacity (the “**Financial Capacity**”).

- i. Should have positive net worth in the last FY.
- ii. If the Bidder is OEM of the Goods being sought to be procured as per this Procurement process, then the Average Annual Turnover of the Bidder should be Rs.____(Rupees_____)Only¹⁵ for the last [_____] ¹⁶ preceding financial years ending on the relevant financial year.

OR
- iii. If the Bidder is an authorized dealer of the OEM duly authorized to participate in the Bid, then the average annual turnover of such Bidder shall not be less than Rs.____(Rupees_____)Only¹⁷ for

¹¹ Indicate the percentage as considered appropriate – usually not less than 80% of the requirement. However, for MSEs it should be as per MSE policy/Procurement rules.

¹² Indicate an appropriate period as per Procurement rules /MSE policy.

¹³ Indicate the percentage as considered as appropriate usually not less than 30% of the requirement.

¹⁴ An appropriate period to be specified.

¹⁵ Generally, average annual financial turnover should be b/w 40 – 80 % or any other percentage of the estimated cost of the quantity in the Bid Document as decided by the Purchaser keeping in view the value of contract.

¹⁶ Indicate an appropriate period as per Procurement rules /MSE policy.

¹⁷ Generally, average annual financial turnover should be b/w 40 – 80 % or any other percentage of the estimated cost of the quantity in the Bid Document.as decided by the Purchaser keeping in view the value of contract.

the last []¹⁸ preceding Financial Years ending on the relevant financial year.

Note:

- a. Technical Capacity and Financial Capacity of parent/subsidiary/associate company(ies) of the Bidder will not be considered for the purpose of evaluation.
 - b. The Bidder should submit details of the Annual Turnover and a certificate for average annual turnover from a Statutory Auditor / Chartered Accountant along with audited annual accounts for the respective financial years in the prescribed format at Annexure D of Section V.
 - c. Year 1 will be the latest completed financial year, preceding the last date for submission of Bids. Year 2 shall be the year immediately preceding Year 1 and so on. In case, the last date for submission of Bids falls within six months of the close of the latest financial year, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the three years preceding beyond latest financial year.
- 2.2 The Bidder should fulfil all the criteria detailed in this Clause to qualify in the Technical Bid. If a Bidder does not fulfil the minimum criteria prescribed herein, the Bidder shall be disqualified. On such disqualification the Financial Bid of such Bidder will not be opened & will not be considered for further evaluation.
- 2.3 Though the Bidder fulfils the above conditions, they are subject to be disqualified if they have made any misleading or false representation in the forms, statements, any attachments in proof of the requirements specified in the eligibility or qualification criteria and this shall be legally acceptable and binding to all the bidders.
- 2.4 The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted, shall establish to the Purchaser's satisfaction:
- (a) That, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized (as per authorization form in Annexure C- Form 3 of Section V) by the goods' Original Equipment Manufacturer or producer to supply the goods in India.
(The item or items for which Original Equipment Manufacturer's Authorization is required should be specified)
[Note: Supplies for any item in each schedule of the Bid should be from one manufacturer only. Bids from agents offering supplies from different manufacturers for the same item of the schedule in the Bid will be treated as non-responsive.]
 - (b) That the Bidder has the financial, technical, and production capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in Section III. To this end, all Bids submitted shall include the following information:
 - (i) The legal status, place of registration and principal place of business of the company or firm or partnership, etc;
 - (ii) Details of experience and past performance of the Bidder on equipment offered and on those of similar nature within the last 36 (thirty-six) months from the last date of submission in the prescribed format at Annexure C- Form 1 to Form 3 of Section V
- 2.5 Documents Establishing Goods' Eligibility and Conformity to Bid Documents
- a. The Bidder shall furnish, as part of its Bid, documents establishing the conformity to the Bid Documents of all goods and services which the Bidder proposes to supply under the Contract.
 - b. The documentary evidence of conformity of the goods and services to the Bid Documents may be in the form of literature, drawings and data, and shall consist of a detailed description of the essential technical and performance characteristics of the goods;

¹⁸ Indicate an appropriate period as per Procurement rules /MSE policy.

DATA SHEET

(To be reviewed and filled by the Purchaser as per requirement)

Clause Reference of ITB	Details
1.1- Purchaser Details	The name of the Purchaser is: Address and Contact Details:
1.2- E-RA	[Whether Electronic Reverse Auction (e-RA) is allowed/adopted? Yes ___ No ___]
4.2 of Eligibility Criteria- Joint Venture /Consortium	Joint Ventures/ Consortiums are allowed? Yes ___ No ___ Name of the Lead Member _____ Name of the Other Member _____ <u>*Experience of both lead member and other member / only lead members shall be considered for evaluation purpose</u>
4.3 – Sub-Contracting	Sub-Contracting is allowed? Yes ___ No ___
5.2, 17.2- Cost of Document	[The Bid documents may be downloaded free of cost from the E-Procurement Portal (www.uktenders.gov.in), or The Bidder is required to submit Demand Draft towards cost of Bid Document for an amount of [Rs. _____] ¹⁹ in favour of [_____] along with the Bid along with the Technical Bid in the manner set out in Clause 9.1 A. The amount so furnished shall be non-refundable.]
7.1- Clarification and Responses	[The E-Procurement Portal provides for online clarification. Clarifications may be requested [Insert number] days before pre-bid conference. A prospective Bidder requiring any clarification of the Bid Documents may notify the Purchaser in writing through the E- Procurement Portal and/or by email to the mail id [_____]. The Purchaser will respond in writing to any request for clarification received earlier than [_____] days prior to the last date and time for submission of Bids.
7.2- Pre-Bid meeting schedule	Pre- Bid will be held on _____[time and date] at the address provided below: [Address/ Virtually] ²⁰
8- Language of Bid	Bids should be submitted in the following language(s): [English/ Hindi] All supporting documents other than [English/Hindi] language needs transcript/ translation provided they are accompanied by a self-certified accurate translation of the relevant passages in [English/Hindi] language, in which case, for purposes of interpretation of the Contract, this translation shall govern.
9.2(e)- Quote for combination of Schedules or Bunch	Whether price for combination of Schedules or Bunch Bids is allowed- Yes ___ No ___

¹⁹ Cost of Tender Document shall be kept as deemed appropriate by the tender inviting authority .²⁰ Retain whichever is applicable.

Clause Reference of ITB	Details
Bids	If Yes, then for combination of Schedules or Bunch Bids as stated in the Schedule of Requirements, the Bidders may submit for any one or more schedules and may offer discounts for combined schedules. However, a Bidder shall quote for the complete requirement of goods and services specified under each schedule on a single responsibility basis, failing which such Bids will not be taken into account for evaluation and will not be considered for award. Further, the bidder shall submit the EMD needed against the individual schedules] ²¹
9.2(f) -Annual Maintenance Cost	[Whether Annual Maintenance Cost is required to be quoted by the Bidder Yes ____ No ____ If the Bidders are required to quote the Annual Maintenance Cost, the Bidders may submit post-warranty Annual Maintenance Cost for the required period after the expiry of the warranty period. The Annual Maintenance Cost shall include the cost of crucial spares used in maintenance and repairs. However, Purchaser is at discretion to enter or not enter into such an contract with the successful Bidder for annual maintenance.]
11.1- EMD Amount	[The amount of EMD is [Rs. _____/- (Rupees _____ only)], ²²
11.2- EMD payments at	In favour of _____, Payable at _____
11.3- EMD payment	In favour of _____ and payable at _____
11.5- EMD payment options	[Online Payments: i. Debit Card, ii. Credit Card, iii. Internet Banking iv. NEFT (National Electronic Fund Transfer) Offline Payments: i. Remittance at the Bank Counter using challan Note: The Purchaser shall not take any responsibility for non-payment of EMD amount due to declaration of Bank Holiday. In such case the Bidder may use other alternative modes of payment. For further details regarding e-payment, please refer to the E- Procurement Portal.]
11.6 - EMD Declaration	[EMD Securing Declaration along with supporting documents in the format provided at Annexure F-Form 2 of this Bid Document.] ²³
12.1- Bid Validity Period	Bid must remain valid for [_____] ²⁴ days from the last date of submission of Bid i.e. until: [specify the exact date]

²¹ To be retained only in case of bunch bids

²² The EMD (schedulewise, if required) should be fixed in accordance with the Procurement Rules and should be rounded off to the nearest thousands.

²³ The bidder is required to submit the EMD declaration in the prescribed format only if specifically exempted by the Government from payment of EMD.

²⁴ Generally, it should be within 90 days.

Clause Reference of ITB	Details
14.1- Last date for submission of Bids	Last date and time IST for receipt of Bids in the E-Procurement Portal ²⁵ : On [____] up to [____] IST
17.1- Opening of Technical Bid	The Technical Bid Document shall be opened on the E-Procurement Portal, On [____] at [____] IST
20.3- Bids for more than one Schedule	[The extent to which the Bid is secured shall be determined by evaluating the requirement of EMD to be furnished for the schedule included in the Bid (offer) in the serial order of the Schedule of Requirements of the Bid Document.] ²⁶
22.2- Contract Price inclusions	The Contract price should include all costs towards <i>[supply of goods, including related services, if any and Annual Maintenance Cost]</i>
23.2 (c)- Bunch Bid Evaluation	[In determining bidder or bidders that offer the total lowest evaluated cost to the purchaser, after considering all possible combinations of Schedules, the Purchaser shall apply the following steps in sequence: a. evaluate individual Schedules to determine the substantially responsive Bids and corresponding evaluated costs; b. for each schedule, rank the substantially responsive bids starting from the lowest evaluated cost for the Schedule; c. apply to the evaluated costs listed in (b) above, any applicable discounts/price reductions offered by a Bidder (s) for the award of multiple contracts based on the discounts and the methodology for their application offered by the respective Bidder; and d. determine contract award on the basis of the combination of Schedule that offer the total lowest evaluated cost to the Purchaser.]
23.4- e- Reverse Auction	If the Bid is subject to e-reverse auction process, the e-RA process shall be conducted as per rules/guidelines prescribed by the Government from time to time.
26.2 – Acceptance of LOA	[.....] days from the date of issuance of the Letter of Acceptance.
26.5- Return of Contract Form	[.....] days from the date of receipt of the Contract Form from the Purchaser.
27.1 – Performance Security	Performance security Deposit shall be furnished by the Selected Bidder [.....] days from the date of the receipt of LOA from the Purchaser.
29.1- Appeal	If the aggrieved Bidder is not satisfied with the decision of the Purchaser, then such Bidder may appeal to prescribed appellate authority within the manner as indicated in the Grievance Redressal Portal of Uttarakhand

²⁵ Procuring Entity shall ensure that adequate time is provided for the submission of Bids and minimum time is allowed from the time of publishing in E- Procurement Portal and the last date for submission of Bids.

²⁶ To be retained in case of bunch bids only

SECTION IV – SCHEDULE OF REQUIREMENTS*(To be filled by the Purchaser before upload of Bid Document)***Notes for Preparing the Schedule of Requirements**

The Schedule of Requirements shall be included in the Bid document by the Purchaser, and shall cover, at a minimum, a description of the goods and services to be supplied, EMD requirement and the delivery schedule. Further, it shall provide list of each item(s)/schedule(s).

The objective of the Schedule of Requirements is to provide sufficient information to enable Bidders to prepare their Bidders efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Annexure H.

The date or period for delivery should be carefully specified, taking into account (a) the implications of delivery terms stipulated in the Instructions to Bidders and (b) the date prescribed herein from which the Purchaser's delivery obligations start (i.e., notice of award, contract signature)

1. List of Goods and Delivery Schedule**[The Purchaser shall fill in this table]**

Sr.No.	Description of Goods	Quantity	Unit	Final (Project Site) Destination)	Delivery Schedule	EMD (in Rs)
[insert item No/insert schedule(s)]	[Description of Goods]	[insert quantity of item to be supplied]	[insert unit for the quantity]	[insert place of Delivery]	[insert the number of days following the date of effectiveness the Contract]	[insert amount of EMD required]

2. Annual Maintenance, if Any

Year	Item number/Schedule No.	Brief Description	EMD
1			
2			
3			

3. Technical Specifications

The purpose of the Technical Specifications (TS), is to define the technical characteristics of the Goods required by the Purchaser. The Purchaser shall prepare the detailed TS taking into account that:

- The TS constitute the benchmarks against which the Purchaser will verify the technical responsiveness of Bids and subsequently evaluate the Bids. Therefore, well-defined TS will facilitate preparation of responsive Bids by Bidders, as well as examination, evaluation, and comparison of the Bids by the Purchaser.
- The TS shall require that all goods and materials to be incorporated in the goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided for otherwise in the contract.
- The TS shall make use of best practices. Samples of specifications from successful similar procurements may provide a sound basis for drafting the TS.
- Metric units should be used as much as possible.
- Standardizing technical specifications may be advantageous, depending on the complexity of the goods and the repetitiveness of the type of procurement. Technical Specifications should be broad enough to avoid restrictions on workmanship, materials, and equipment commonly used in manufacturing similar kinds of goods.
- Standards for equipment, materials, and workmanship specified in the Bid document shall not be restrictive. Recognized Indian standards should be specified as much as possible. Preference should be given to procurement of products bearing standard marks certified by Bureau of Indian Standards. Reference to Indian Standards along with standard number should be incorporated in the document. In absence of Indian Standards, relevant International Standards may be adopted.
- Reference to brand names, catalogue numbers, or other details that limit any materials or items to a specific manufacturer should be avoided as far as possible. Where unavoidable, such item description should always be followed by the words “or substantially equivalent.” When other particular standards or codes of practice are referred to in the TS, a statement should follow other authoritative standards that ensure at least a substantially equal quality, then the standards mentioned in the TS will also be acceptable.
- Technical Specifications shall be fully descriptive of the requirements in respect of, but not limited to, the following:
 - a. Standards of materials and workmanship required for the production and manufacturing of the Goods.
 - b. Any sustainable procurement technical requirements shall be clearly specified. The requirements to be specified shall be specific enough to not demand evaluation based on rated criteria/merit point system. The sustainable procurement requirements shall be specified to enable evaluation of such a requirement on a pass/fail basis. To encourage Bidders innovation in addressing sustainable procurement requirements, as long as the Bid evaluation criteria specify the mechanism for monetary adjustments for the purpose of Bid comparisons, Bidders may be invited to offer Goods that exceeds the specified minimum sustainable procurement requirements.
 - c. Detailed tests required (type and number).
 - d. Other additional work required to achieve full delivery/completion.
 - e. Detailed activities to be performed by the Supplier, and participation of the Purchaser thereon.
 - f. List of detailed functional guarantees covered by the Warranty and the specification of the liquidated damages to be applied in the event that such guarantees are not met.

The TS shall specify all essential technical and performance characteristics and requirements, including guaranteed or acceptable maximum or minimum values, as appropriate.

When the Purchaser requests that the Bidders provides in its Bid a part or all of the Technical Specifications, technical schedules, or other technical information, the Purchaser shall specify in detail the nature and extent of the required information and the manner in which it has to be presented by the Bidder in its Bid.

[If a summary of the Technical Specifications (TS) has to be provided, the Purchaser shall insert information in the table below. The Bidder shall prepare a similar table to justify compliance with the requirements]

“Summary of Technical Specifications. The Goods and Related Services shall comply with following Technical Specifications and Standards:

Item No.	Name of Goods or Related Service	Technical Specifications and Standards
[insert item No]	[insert name]	[insert TS and Standards]

4. Detailed Technical Specifications and Standards [insert whenever necessary].

[Insert detailed description of TS]

5. Inspections and Tests

The following inspections and tests shall be performed: [insert list of inspections and tests]²⁷

²⁷ Schedule of Requirements shall be prepared keeping it in consideration.

SECTION V: FORMATS FOR SUBMISSION OF BIDS

ANNEXURE A

Letter of Bid

(To be uploaded in the letter head of the Bidder)

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

Bid Reference No. _____

To

[insert complete Name and address of Purchaser]

Sub: [Bid for Procurement of (Name of Goods)]

- 1 “We, the undersigned, hereby submit our Bid, in two parts under Single Stage E-Procurement system procedure comprising Two Electronic Bid Documents, namely: (a) the Technical Part: Technical Bid, and (b) the Financial Part: Financial Bid.”
- 2 With reference to your Bid document dated _____,²⁸ I/We, having examined the Bid Documents, have no reservations to the Bid Documents, including Addenda issued in accordance with Instructions to Bidders (ITB).
- 3 I/We certify that all information provided in the Bid submitted by us are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
- 4 I/We shall make available to the Purchaser any additional information/clarification it may find necessary or require to supplement or authenticate the Bid.
- 5 I/We acknowledge the right of the Purchaser to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- 6 I/We declare that in the last 36 (thirty six) months from the last date of submission, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by any Procuring Entity/ Purchaser or by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any service or contract by any public authority nor have any contract terminated by any Procuring Entity/ Purchaser for breach on our part.
- 7 We declare that we will abide by the ‘Code of Integrity of Public Procurement’ as set out in Uttarakhand Procurement Rules/ as specified in Clause 28 of the ITB. In case of transgression, our names are likely to be deleted from the list of registered suppliers, besides any other penalty or more severe action as deemed fit that may be imposed by the Procuring Entity/ Purchaser.
- 8 I/We understand that you may cancel the selection process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Goods.
- 9 I/We certify that we satisfy the Eligibility Criteria and Qualification Criteria (Technical Capacity and Financial Capacity) as specified in Section III and meet(s) the requirements as specified in the Bid Document.
- 10 I/We certify that, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Service or which relates to a grave offence that outrages the moral sense of the community.

²⁸ All blank spaces shall be suitably filled up by the Bidder to reflect the particulars relating to each Bidder.

- 11 In the event of us being declared as the Successful Bidder, I/we agree to enter into a Contract in accordance with the draft that has been provided by the Purchaser. We agree not to seek any changes in the aforesaid draft Contract and agree to abide by the same.
- 12 I/We have studied all the Bid Documents carefully and also understand where the goods are required to be supplied. We understand that except to the extent as expressly set forth in the draft Contract, we shall have no claim, right or title arising out of any documents or information provided to us by the Purchaser or in respect of any matter arising out of or relating to the selection process including the award of the Contract.
- 13 I/We offer an Earnest Money Deposit of Rs.[_____] (Rupees _____Only) and Cost of bid documents Rs. [_____] (Rupees _____Only) (if applicable) for the Supply of Goods for which we have submitted the Bid in accordance with the Bid Document.
- OR
- I/We are hereby exempted from payment of EMD. The Supporting documents to substantiate the exemption along with the Bid Securing Declaration in the required manner is attached.]²⁹
- 14 The documents comprising the Bid, as specified in Clause 9.1 of the ITB, have been submitted in the manner set out in the Bid Document.
- 15 The Contract price has been quoted by me/us after taking into consideration all the terms and conditions stated in the Bid Document; draft Contract, our own estimates of costs and revenues and after a careful assessment of the place where the Goods are required to be supplied and all the conditions that may affect the supply of Goods.
- 16 I/We certify that I/We have not been debarred or removed from empaneled/registered list by the Procuring Entity/ Purchaser, any State Government or entity controlled by it, from participating in any Bid, for indulging in violation of Code of Integrity or deficiencies of services or for indulging in unfair trade practices or for any other reasons during the last 36 (thirty six) months from the last date of submission of Bids.
- 17 I/We declare that if our Bid is accepted, we hereby offer and agree to deliver the goods in conformity with the Bid Document and in accordance with Section IV of the RFP Document - the Schedule of Requirement., the Goods and Related Services under the Package/ Contract Title : Supply of [.....name of the Goods....] for [.....Name of the Project....] against NIB reference [.....].”
- 18 We agree to abide by this Bid for the Bid validity period specified in Clause 12.1 of the ITB and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 19 I/we confirm that our Financial Bid is unconditional and that we accept all terms and conditions specified in the Bid Document
- 20 I/We confirm that if I/We are the successful Bidder, shall within the Timeframe specified in the Data Sheet, furnish the Performance Security in accordance with the Conditions of Contract.
- 21 I/We declare that:
- on my/our behalf, there are no agents/dealers involved in this Bid, and hence no agency agreement or payments/commissions/ gratuity is involved. Our company law and taxation regulatory requirements and authorization for signatories and related documents are submitted in Annexure-B of Section V.
(Applicable in case of OEM only)

²⁹ Strikeout whichever provision is applicable.

Or

as authorized dealer offering goods manufactured by our OEMs. Our OEM's law and taxation regulatory requirements and authorization for signatories and related documents are submitted in Form-3 of Annexure-C of Section V. (Applicable in case of authorized dealer only)

22 I/We understand that you are not bound to accept the lowest or any Bid you may receive.

23 We/ our firm understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.

24 We have bid as a Joint Venture permitted as Section II of Bid Document, and we declare and confirm that all partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, in the event of award on us³⁰. I/We agree to abide by all the terms and conditions of this Bid Document

25 I/We agree to be bound by this offer if we are the Successful Bidder for the aforementioned Service.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the Bid document.

Yours Faithfully,

Date:

(Signature of the Authorised Signatory)

Place:

Name and Seal of Bidder

³⁰ This declaration is applicable only if the Bidder is a Joint Venture if so permitted to bid as per Bid Document.

ANNEXURE B

Details of the Bidder

(To be uploaded in the letter head of the Bidder

Refer Clause 9.1 A(ii) and Section III of the ITB)

1. (a) Name:
 - (b) Country of incorporation:
 - (c) Corporate Identity Number/ LLP Identification Number/ Proprietary Registration Number:
 - (d) Address of the office/corporate headquarters and its branch office(s), in India:
 - (e) Address of the office/ corporate headquarters or its branch office(s), if any, in Uttarakhand:
2. Bank Details
 - (a) Name of the Holder
 - (b) Bank Account No.
 - (c) Name of the Bank
 - (d) Branch Name
 - (e) IFSC Code
3. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in these Services:
4. Details of individual(s) who will serve as the point of contact/communication for the Purchaser:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
 - (h) Mobile:
5. Particulars of the Authorized Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
 - (h) Mobile:
6. Taxation Registrations:
 - (a) PAN number:
 - (b) Type of GST Registration as per the Act (Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc):
 - (c) GSTIN number.....in Consignor and Consignee States
 - (d) Registered/Certified Works/Factory where the Goods would be mainly manufactured and Place of Consignor for GST Purpose:

7. A statement by the Bidder disclosing material non-performance or contractual non-compliance in past Assignment, contractual disputes and litigation/ arbitration during the last 36 (thirty-six) months from the last date of submission is given below (Specify only those where final awards is pending).

Year	Name of Work/ Assignment	Name of Purchaser with Contact details	Contract No. and Date	Value of Contract in Rs.	Date Completed	Nature of Litigation

I / We confirm that all the registrations submitted are under operation presently and shall be used for all related activities.

Note:

Bidder shall fill in this Form in the format provided above. No alterations to its format shall be permitted.

**SIGNATURE OF BIDDER WITH DATE AND OFFICIAL SEAL
(Name and Designation)**

Duly authorized to sign the Bid on behalf of the Bidder

ANNEXURE C**Technical Capacity of the Bidder***(To be uploaded in the letter head of the Bidder)**(Refer Section III of the Bid Document)***Form 1- Format for Performance Statement for the 36 (thirty six) months from the last date of submission**

Details of the purchaser placing the Order (Full address of Purchaser)	Order No and Date	Description of Goods	Quantity of Goods	Value of Order	Date of Completion of Delivery		Remarks indicating reasons for late delivery, if any	Has the goods/ equipment been satisfactorily functioning. (Attach a Certificate from the Purchaser)
					As per contract	Actual		
1	2	3	4	5	6	7	8	9

General Instructions:

1. The experience cited must comply with the qualification criteria specified Section III of the ITB.
2. Along with the above format and information, the Bidders for demonstrating the Technical Capacity is required to submit the supporting documentary proof as provided at **Section III**:
3. The list above is indicative only, Bidder may attach more documents as required to showcase its past performance.

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign Bid for and on behalf of

.....

Form 2- Capability Statement (Goods/Equipment's)

1. Name & Address of the Bidder Phone:
2. Classifications (1) Original Equipment Manufacturer
(2) Authorized Agent
(3) Dealer
(4) Others (please specify)
3. Plant: (a) Location
(b) Description, Type & size of building
(c) Is property on lease or free hold? If on lease, indicate date of expiry of lease in such case
4. Type of goods/equipment manufactured and supplied during the last 36 (thirty-six) months from the last date of submission.

Name of Goods/equipment	Capacity/Size	Quantity manufactured	No. of orders in hand	Quantity to be supplied as per the orders on hand

5. Types of Goods/equipment supplied during last 36 (thirty-six) months from the last date of submission other than those covered under 4 above.

Name of Goods/equipment's	Capacity/Size and model	Name of Manufacturer	Quantity supplied in India	Quantity of orders in hand

6. Turnover for similar goods/equipment sold in last three financial years.
7. Details of Testing facilities available
a) List testing equipment available
b) Give details of tests which can be carried out on items offered.
c) Details of the testing organization available.
d) Details of quality control results

8. Details of Service Support

Name of the Service Centre	Number of Technical staff available	Location with address and telephone	Service support facilities that would be provided

.....
(Signature with date)

.....
(Name and designation)

Duly authorized to sign Bid for and on behalf of

Form 3- Original Equipment Manufacturers' Authorization Form³¹

(Refer to Section III of the Bid Document)

(To be uploaded in the letter head of the Manufacturer)

No. _____

Date _____

To

Dear Sir:

Reference: NIT No. for goods/equipment

We who are established and reputable manufacturers of
(name and description of goods offered) having factories at (address of factory) do hereby authorize
M/s (Name and address of Agent/Authorised dealer) to submit a Bid, and sign the Contract
with you for the goods manufactured/to be manufactured by us against the above NIT. The Agents/Authorised
dealers registration no. with us is....., dated/since.....

M/s ----- (Name and address of the Authorized Dealer) is our accredited/authorized Dealer
We hereby extend our full guarantee and warranty as per Clause 28 of the General Conditions of Contract for the
goods and services offered for supply by the above firm against this NIB.

Our details are as under:

- (a) Name of the Company.....
- (b) Complete Postal Address:.....
- (c) Pin code/ZIP code.....
- (d) Telephone nos. (With country/area codes):.....
- (e) Fax No.:(with country/area codes):.....
- (f) Mobile Nos(with country/area codes):.....
- (g) Contact persons/Designation:.....
- (h) Email IDs:.....

Yours faithfully,

.....

[Signature with date, name, and designation]

For and on behalf of Messrs.....

[name & address of the OEM and seal of company]

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. It should be submitted by the Bidder in its Bid.

³¹ Modify this format suitably in case where manufacturer's warranty and guarantee are not applicable for the items for which bids are invited.

ANNEXURE D
Financial Capacity of the Bidder
(Refer to Section III of the Bid Document)

Format for Certificate from Statutory Auditor for Financial Capacity of the Bidder
(To be submitted on the Letterhead of the Statutory Auditor)

We have verified the relevant statutory and other records of M/s _____ [Name of the Bidder], and certify that the Average Annual Turnover for the last three completed financial Year is as follows:

UDIN Number:

Turnover (Rs. _____)			
Financial Year [20**-20**]	Financial Year [20**-20**]	Financial Year [20**-20**]	Average Annual Turnover

Place:
Date:

Signature and Seal of the Statutory Auditor
clearly indicating his/her membership number
as well as UDIN number

Instructions:

- The Bidder should provide details of its own Financial Capacity duly certified by its Statutory Auditor.
- Annual Turnover = Annual Income as indicated in the audited annual financial statement
Year 1 will be the latest completed financial year, preceding the last date for submission of Bid. Year 2 shall be the year immediately preceding Year 1 and so on. In case, the last date for submission of Bids falls within Six months of the close of the latest financial year, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the three years preceding its latest financial year.

ANNEXURE E

Form 1- Power of Attorney for Signing of Bid

(To be submitted on 100 rupees Non-Judicial Stamp Paper)

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our “Bid for Procurement of Goods for __”, proposed by the [Name of the Purchaser] (the “Purchaser”) including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidder’s and other conferences and providing information/responses to the Purchaser, representing us in all matters before the Purchaser, signing and execution of all contracts including the Contract and undertakings consequent to acceptance of our Bid, and generally dealing with the Purchaser in all matters in connection with or relating to or arising out of our Bid for the said Service and/or upon award thereof to us and/or till the entering into the Contract with the Purchaser.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 20**.

For _____
(Signature)
(Name, Title and Address)

Witnesses:

Accepted [Notarised]
(Signature)
(Name, Title and Address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders’ resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

ANNEXURE E

Form 2- Power of Attorney for Lead Member of Consortium

(To be submitted on 100 rupees Non-Judicial Stamp Paper)

Whereas the [Name of the Purchaser] (the “Purchaser”) has invited bids from interested parties for “Procurement of Goods viz., _____” (the “Goods”).

Whereas, _____, _____, and _____ (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the supply of Goods in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the procurement of Goods, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and the Purchaser to do for and on behalf of the Consortium, all acts, Contracts and things as may be necessary in connection with the Consortium’s bid for the supply of Goods and its delivery.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____, M/s. _____ having our registered office at _____, and _____ having our registered office at _____, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/S _____ having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded to us, during the supply of Goods and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, Contracts or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid[s] for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of bid of the Consortium and generally to represent the Consortium in all its dealings with the Purchaser, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid[s] for supply and deliver of Goods and/ or upon award thereof till the Contract is entered into with the Purchaser.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, Contracts and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, Contracts and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ 2023

For _____ (Signature) _____

(Name & Title)

For _____ (Signature)

_____ (Name & Title)

For _____ (Signature)

_____ (Name & Title)

Witnesses:

.....

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

ANNEXURE F
Earnest Money Deposit
Form 1
Bank Guarantee for EMD
(Refer Clause 11 of the Bid Document)

B.G. No.

Dated:

- 1 In consideration of you, *****, having its office at *****, (hereinafter referred to as the “Purchaser”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of..... (a _____ registered under the _____,) and having its registered office at(hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for _____(hereinafter referred to as “the Services”) pursuant to the Bid Document dated issued in respect of the Service and other related documents including without limitation the draft Contract (hereinafter collectively referred to as “Bid Documents”), we (Name of _____ the Bank) having our registered office at and one of its branches at (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause 11.3 of the Bid Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bid Documents by the said Bidder and irrevocably, unconditionally and on non-transferable basis undertake to pay forthwith to the Purchaser an amount of Rs. ***** (Rupees ***** only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bid Documents.
- 2 Any such written demand made by the Purchaser stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bid Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Purchaser is disputed by the Bidder or not, merely on the first demand from the Purchaser stating that the amount claimed is due to the Purchaser by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bid Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bid Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. ***** (Rupees ***** only).
4. This Guarantee shall be irrevocable and remain in full force for a period of 45 (forty-five) days beyond the validity of the Bid or for such extended period as may be mutually agreed between the Purchaser and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Purchaser shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bid Documents including, *inter alia*, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bid Documents, and the decision of the Purchaser that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Purchaser and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Purchaser.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. To give full effect to this Guarantee, the Purchaser shall be entitled to treat the Bank as the principal debtor. The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bid Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said RFP Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bid Documents or the securities available to the Purchaser, and the Bank shall not be released from its liability under these presents by any exercise by the Purchaser of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said Bidder or by any change in the constitution of the Purchaser or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Purchaser to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Purchaser may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Purchaser in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** (Rupees ***** only). The Bank shall be liable to pay the said amount or any part thereof only if the Purchaser serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [insert date falling *(equal to validity period of EMD)* days after the last date for submission of Bid].

Signed and Delivered by.....Bank

By the hand of Mr./Ms., its and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

ANNEXURE F

Form 2

Bid Securing Declaration

(Refer Clauses 11.6 and to be submitted on the letterhead of the Bidder)

Bidder's Name _____

[Address and Contact Details]

Bidder's Reference No. _____ Date.....

To

[Head of Procurement

Procuring Entity

Complete address of the Procuring Entity]

Ref: Bid Document No. Tend No./ xxxx; Bid Title: -----

Sir/ Madam

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Bid Document, the bid must be supported by a Bid Securing Declaration in lieu of EMD.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any Bid in Procuring Entity for 2 years from the date of opening of this bid if we breach our obligation(s) under the Bid conditions if we:

1. withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity period; or
2. being notified within the bid validity of the acceptance of our bid by the Procuring Entity:
 - a. refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Bid Document.
 - b. Fail or refuse to sign the contract.

We know that this Bid Securing Declaration shall expire if the contract is not awarded to us, upon:

1. receipt by us of your notification of cancellation of the entire Bidding process or rejection of all bids or of the name of the successful bidder or
2. forty-five days after the expiration of the bid validity period or any extension to it.

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of.....

[name & address of Bidder and seal of company]

Dated on day of.....[insert date of signing]

Place.....[insert place of signing]

DA:.....

ANNEXURE G

[FORMAT FOR UNDERTAKING REGARDING RESTRICTIONS ON PROCUREMENT FROM A BIDDER/SUPPLIER HAVING TRANSFER OF TECHNOLOGY ARRANGEMENTS WITH AN ENTITY FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA]³²

(To be submitted on the letterhead of the Bidder)

[Date]

FROM: (Name of Entity)

TO: (Name and Address of the Employer)

Dear Sir:

Subject: Undertaking Regarding Restrictions on Procurement from a Bidder/Supplier having Transfer of Technology (ToT) arrangement with an entity from a Country Which Shares a Land Border with India.

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; or bidder having Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India. I certify that this bidder or any of the sub-contractor (in case if sub-contracting is allowed) is neither from such a country nor has ToT arrangement with an entity from such a country or, if from such a country/having ToT arrangement with an entity from such a country, has been registered with the Competent Authority. I certify that this bidder will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)

Yours Faithfully,

Authorized

Signature:

Name and Title of Signatory:

Name of the Bidder:

³² This declaration is not required for the procurements exempted from such restrictions.

ANNEXURE H**SAMPLE FORMAT FOR FINANCIAL BID***(Sample format to be prescribed in excel of the slot provided in the E-Procurement Portal)***Part A: Price Schedule for Goods**

[The Bidder shall fill in the Price Schedule Form for Goods in accordance with the instructions indicated. The list of line items in column 1 of the Price Schedules shall coincide with the List of Goods specified by the Purchaser in the Schedule of Requirements and may be appropriately modified as per requirement of particular Goods]

1	2	3	4	5	6	7
Item No/insert schedule(s)	Description of Goods	Quantity	Unit Price in INR (FOR – Place of Final Destination) inclusive of all costs, taxes, duties to Deliver goods at final destination, Except GST Paid or payable on Goods	Total Price in INR except GST paid or payable on related services (Col. 3 x 4)	GST paid / payable on goods- in INR	Total Bid Price of Goods in INR (Col. 5+6)
	Related Services (if any)					
<i>Total Bid Price for Goods(A)</i>						

Part B: Price Schedule for Annual maintenance Cost (maintenance and repair) after warranty period

Year of Maintenance	Schedule No.	Brief Description	Annual Maintenance Cost	GST Paid/payable on services (rate and amount)	Total Price for Annual maintenance Cost (Col. 4+5)
1					
2					
3					
<i>Total Bid Price for Annual maintenance Cost (B)</i>					

Note:

- Item for which no rate or price has been entered in financial bid, it will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the schedule of requirement
- Unit rates and prices shall be quoted by the Bidder in Indian Rupees.
- Where there is a discrepancy between the rate in figures and words, the amount in word will govern.
- Where there is a discrepancy between the unit rate and the total amount from multiplying the unit rate by quantity, the unit rate quoted shall govern.

ANNEXURE I
CHECKLIST OF DOCUMENTS TO BE SUBMITTED BY THE BIDDER ALONG WITH THE BID

Sl No	Reference Clause	Heading	Documentary Proofs	Submitted YES/NO
1.	9.1 A	First Electronic Document – Part 1- Technical Bid documents	Annexure A, B, C, D, E, F, H of Section V, Demand Draft for payment of Bid Document fee	
2.	9.1 B	Second Electronic Document – Part 2- Financial Bid documents	Annexure H of Section V	
3.	Section III	Undertaking	Undertaking Regarding Restrictions on Procurement from A Bidder of a Country which shares a land border with India as per Annexure G.	
4.	Section III	Statement of not been debarred or removed from empaneled/registered list by the Procuring Entity/ Purchaser	Furnish a Notorised stamp paper of value Rs 100/- to this effect .	
5.	Section III	Legal Status of the Bidder	Furnish a copy of the certificate of incorporation in case of a companies issued by the registrar of companies/Registration Certificate issued by the registrar of firms as the case may be along with copy of PAN and the IT returns for the last 3 (three) financial years preceding the last date for submission of Bids as a proof of identity.	
6.	Section III	Details of Registration	Furnish a copy of the following valid registration certificates issued by the competent authority a. Registration under the applicable law for establishing their legal identity. b. Active Registration under the Goods and Service Tax (GST) [& last submitted return as proof of submission of dues.] c. Permanent Account Number (PAN) issued by the Board of Direct Taxes under the Income Tax Act, 1961. d. Registration for MSE issued by authority under MSE policy of Uttarakhand	
7.	Section III	Technical Capacity Demonstration	Furnish a copy of the following documents a. Original Equipment/Goods Manufacturer (OEM) Certificate b. Information on all past supplies and satisfactory performance in the prescribed format at Annexure C- Form 1, Form 2 and Form 3 of Section V. c. Details of Service Centres and information on service support facilities that would be provided after the warranty period in the prescribed format at Annexure C- Form 2 of Section V.	

8.	Section III	Financial Capacity Demonstration	<p>Furnish a copy of the following documents</p> <p>a) Audited balance sheets, financial statements for the financial year immediately preceding the last date for submission of Bids</p> <p>b) Annual Audited Reports for 3 (three) years preceding the last date for submission of Bids. The financial statements shall:</p> <ol style="list-style-type: none"> reflect the financial situation of the Bidder; be audited by a Statutory Auditor; be complete, including all notes to the financial statements; and correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted). <p>c) Statutory Auditor's certificate specifying the net worth of the Bidder and specifying the methodology adopted for calculating such net worth in the format provided at Annexure D of Section V</p>	
9.	11	EMD	Demand Draft / Fixed Deposit Receipt/ Bid Securing Declaration /Bank guarantee (scanned copy)/E-Bank Guarantee whichever is applicable.	
10.	13.4	Power of Attorney	Power of Attorney certified by the Authorised signatory signing the Bid Submission in the format provided at Form 1 of Annexure E. In case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format prescribed at Form 2 of Annexure E.	

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SECTION VI - FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of _____, 20__, between, on the one hand, The Governor of Uttarakhand through (Name of Purchaser) (hereinafter called the "**Purchaser**") and, on the other hand, (Name of Supplier) (hereinafter called the "**Supplier**").

WHEREAS

- a. Purchaser is desirous to procure certain Goods viz.,.....(Brief Description of Goods) and has accepted a Bid by the Supplier for the supply of those goods on the terms and conditions set forth in this Contract for a sum of Rs.____/- (Rupees _____ Only) (hereinafter called as the "**Contract Price**");

NOW THEREFORE the parties hereto hereby agree as follows:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract referred to.
2. The following conditions and documents in indicated order of precedence (higher to Lower) herein below shall be deemed to form and be read and construed an integral part of this Contract irrespective of whether these are not appended/ referred to in it. Any generic reference to 'Contract' shall imply reference to all these documents as well:
 - a. The Contract including Conditions of Contract: (i) Special Conditions of Contract (SCC) (ii) General Conditions of Contract (GCC) and the following Appendices thereto at Section IX;
Appendix A: Schedule of Requirements
Appendix B: Contract Price
Appendix C: Performance Security Deposit
Appendix D: Notification of Award and Letter of Award.
Appendix E: Any Modification, Addendum, Pre-Bid Meeting proceedings
Appendix F – Form of Advance Bank Guarantee
 - b. Letter of Acceptance;
 - c. Record Notes/ Minutes/ confirmations of specific agreements pursuant to post bid discussions/ clarifications (in case of any ambiguity or conflict amongst the specific agreements the latest dated specific agreement shall prevail);
 - d. Supplier's completed Bid Forms submitted with the Technical Bid.

[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix.]

3. In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Clause 2 above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

*Any additional clause may be inserted in the public/administrative/work/project interest during the signing of the contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF [NAME OF PURCHASER]

By

(Signature and Designation of the Authorized Representative of the Purchaser)

FOR AND ON BEHALF OF [NAME OF SUPPLIER]

By

(Signature and Designation of the Authorized Representative of the Supplier)

SECTION VII - GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated

- (a) **"Contract"** means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) **"Contract Price"** means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract;
- (c) **"Day"** means calendar day.
- (d) **"GCC"** means the General Conditions of Contract.
- (e) **"Government"** means the Government of India, State Government of Uttarakhand or Local Government as applicable.
- (f) **"Goods"** shall have the meaning ascribed in Uttarakhand Procurement Rules;
- (g) **"Incidental related Services"** or **"Services"** means the services to be provided by the Supplier in pursuant to this Contract as described in Appendix A of Section IX;
- (h) **"Party"** means the Purchaser or the Supplier, as the case may be, and Parties means both of them;
- (i) **"Performance Security"** (includes the terms 'Performance Bank Guarantee' or 'E-Bank Guarantee' or demand draft, fixed deposit receipt or any other specified financial instruments in specific context, means a monetary guarantee to be furnished by the successful Bidder or Supplier in the form prescribed for the due performance of the Contract;
- (j) **"Purchaser"** means the entity purchasing the Goods, as specified in the SCC.
- (k) **"Project Site"**, where applicable, means the place or places named in SCC.
- (l) **"Supplier"** means the individual or firm supplying the Goods and Services under this Contract.
- (m) **"SCC"** means the Special Conditions of Contract by which these General Conditions of Contract may be supplemented³³.
- (n) **"Third Party"** means any person or entity other than the Government, the Purchaser and the Supplier.

2. Contract Documents

- 2.1 Subject to the order of precedence set forth in the Contract Form, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Code of Integrity

- 3.1 The Purchaser and all officers or employees of the purchaser, whether involved in the procurement process or otherwise, or Bidders and their representatives or consultants or service providers participating in a

³³ SCC to be got approved by the Tender Accepting Authority.

procurement process or other persons involved, directly or indirectly in any way in a procurement process shall maintain an unimpeachable standard of integrity.

- 3.2 The Government of Uttarakhand prescribes to the Purchaser and Bidders to uphold the Code of Integrity as specified in Uttarakhand Procurement Rules and Clause 28 of the ITB.
- 3.3 In case of any breach of the Code of Integrity by a Bidder or a prospective Bidder, as the case may be, the Purchaser after giving a reasonable opportunity of being heard, may take appropriate measures as specified in Uttarakhand Procurement Rules and Clause 28 of the ITB.

4. Interpretation

4.1 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.2 Contract Amendments

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.3 Non-waiver

- (a) Subject to GCC Sub-Clause 4.3(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.4 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

4.5 Interpretation of Clauses

In the Contract, except where the context requires otherwise,

- (a) words indicating one gender include all genders;
- (b) words indicating the singular also include the plural and words indicating the plural also include the singular and, words unless specifically defined, have their normal meaning under the language of the Contract;
- (c) provisions including the word "agree," "agreed," or "agreement" require the agreement to be record in writing;
- (d) the word "tender" is synonymous with "bid," "tenderer" with "Bidder," and "tender documents" with "Bid Documents";

- (e) the word 'approved' means approved in writing, including subsequent written confirmation of previous verbal approval and 'approval' means approval in writing, including as aforesaid
- (f) "written" or "in writing" means handwritten, typewritten, printed or electronically made, and resulting in a permanent record;
- (g) "person" means a natural person, any form of business organization, incorporated or not, or any other legal entity, including but not limited to a company, a corporation, limited liability partnership, partnership, or proprietorship organization;
- (h) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one entity/ firm where one member has the authority to conduct all business for and on behalf of any and all the members/ partners of the JV, and where the members/ partners of the JV are jointly and severally liable to Purchaser for the performance of the Contract;
- (i) "store" wherever appearing, means the place where the Goods supplied under this Contract are stored by the Supplier preferably near to the Site. Such place will be treated as forming part of Site;
- (j) the marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions;
- (k) wherever it is mentioned in the Contract that the Supplier shall perform certain work or provide certain facilities or services, it is understood that the Supplier shall do so at his cost and the Contract Price shall be deemed to have included the cost of such performances and provisions so mentioned;
- (l) in case the word 'Contractor' is used in connection with or in relation to the Contract, it shall have the same meaning as "Supplier"; and
- (m) in case the word 'Employer' is used in connection with or in relation to the it shall have the same meaning as "Purchaser".

4.6 Independent Contractor

The Supplier shall be an independent contractor performing the Contract. The Contract does not create any agency, partnership, joint venture, or other joint relationship between the Parties hereto. Subject to the provisions of the Contract, the Supplier shall be solely responsible for the manner in which the Contract is performed. All employees, representatives, or Subcontractors engaged by the Supplier in connection with the performance of the Contract shall be under the complete control of the Supplier and shall not be deemed to be employees of the Purchaser, and nothing contained in the Contract or in any subcontract awarded by the Supplier shall be construed to create any contractual relationship between any such employees, representatives, or Subcontractors and the Purchaser.

5. Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in English/ Hindi language. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by a self-certified accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Eligibility

- 6.1 The Supplier shall have the Indian nationality.

7. Notices

- 7.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.

- 7.2 A notice shall be effective from the date of delivery or on the notice's effective date, whichever is later. In case of electronic mode of communication, a notice shall be effective from the time of sending of the electronic communication.

8. Governing Law

- 8.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser's State, unless otherwise specified in the SCC.

9. Settlement of Disputes

9.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes excluding the excepted matters specified in the SCC arising out of or in connection with this Contract or its interpretation.

9.2 Dispute Settlement

- a. Any dispute between the Parties as to matters arising pursuant to this Contract excluding the excepted matters stated in clause 9.1 above that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SCC.
- b. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by Arbitration.
- c. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

Notwithstanding any reference to arbitration herein,

- (a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) The Purchaser shall pay the Supplier any monies due the Supplier in respect of the matter related to the arbitration unless otherwise agreed.

10. Scope of Supply

The Goods to be supplied shall be as specified in the Schedule of Requirements.

11. Delivery and Documents

The Delivery of the Goods shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.

12. Supplier's Responsibilities of the Parties

12.1 Supplier's Responsibilities

The Supplier shall supply all the Goods included in the Scope of Supply in accordance with GCC Clause 10, and the Delivery and Completion Schedule, as per GCC Clause 11.

12.2 Purchaser's Responsibilities

- a. The Purchaser shall be responsible for acquiring and providing legal and physical possession of the Project Site and reasonable access thereto, for the proper execution of the Contract, including all requisite rights of way. The Purchaser shall accord all rights of access thereto.
- b. Whenever the supply of Goods and Incidental/ Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so, required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- c. Unless otherwise specified in the Contract or agreed upon by the Purchaser and the Supplier, the Purchaser shall provide sufficient, properly qualified operating and maintenance personnel and shall perform the work and services of whatsoever nature required by the Supplier to properly carry out Pre-commissioning, Commissioning, etc. if forming part of the Related Services all in accordance with the provisions of the Schedule of Requirements.

13. Contract Price and Change Orders

13.1 Contract Price

Prices charged by the Supplier for the Goods supplied under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.

13.2 Change Orders

The Purchaser may at any time, by written order given to the Supplier pursuant to GCC Clause 7, make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipping or packing;
- (c) the place of delivery; and/or
- (d) the Services to be provided by the Supplier.

If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

No change order will be accepted without the recommendation of tender committee and approval of the approving authority.

14. Terms of Payment

- 14.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.
- 14.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered, and by the documents submitted pursuant to GCC Clause 11 and upon fulfilment of all other obligations stipulated in the Contract.
- 14.3 Payments shall be made by the Purchaser, after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it subject to the defect liability as specified in the SCC.
- 14.4 The payments shall be made to the Supplier under this Contract in Indian Rupees only.

- 14.5 In case of any advance payment, Bank Guarantee of equivalent amount will be submitted by the supplier and this may be adjusted in the running/final bill.

15. Taxes and Duties

- 15.1 The Supplier shall be entirely responsible to pay for all taxes, duties, fees, license fees etc., incurred until delivery of the contracted Goods to the Purchaser. The payment of GST under the Contract is as Specified in the SCC.
- 15.2 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's State, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

16. Performance Security

- 16.1 If required as specified in the SCC, the Supplier shall, within 14 (fourteen) days of receipt of Letter of Acceptance, provide a performance security for the performance of the Contract for the amount and in the manner specified in the SCC.
- 16.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 16.3 The Performance Security is to be kept valid for up to 60 days after the date of completion of performance obligations including Warranty obligations. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected/replaced material shall be extended to a further period of 36 months and the Performance Bank Guarantee/E-Bank Guarantee/fixed deposit receipt/demand draft for proportionate value shall be extended 60 days over and above the initial Warranty period.
- 16.4 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 16.5 The Performance Security shall be denominated in Indian Rupees and shall be in one of the formats stipulated by the Purchaser in the SCC.
- 16.6 The Performance Security will be discharged by the Purchaser and returned to the Supplier without any interest not later than 60 days following the date of completion of the Supplier's performance obligations, including any Warranty obligations, under the Contract unless specified otherwise in the SCC.
- 16.7 The Purchaser shall be entitled, and it shall be lawful on his part,
- (a) to deduct from the performance securities or to forfeit the said security in whole or in part in the event of;
 - i. any default, or failure or neglect on the part of the supplier in the fulfilment or performance in all respect of the contract under reference or any other contract with the Purchaser or any part thereof.
 - ii. for any loss or damage recoverable from the supplier which the Purchaser may suffer or be put to for reasons of or due to above defaults/failures/neglect.
 - iii. for code of integrity of supplier.
 - (b) And in either of the events aforesaid to call upon the supplier to maintain the said performance security at its original limit by making further deposits, provided further that the Purchaser shall be entitled, and it shall be lawful on his part, to recover any such claim from any sum then due or which at any

time after that may become due to the supplier for similar reasons.

17. Copyright

All copyrights and other intellectual property rights, pertaining to any drawings, documents, and other materials containing data and information furnished by one party to another party, shall remain vested in the party furnishing such material/information.

18. Patent Indemnity

- 18.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 18.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
- (a) the installation of the Goods by the Supplier or the use of the Goods at the Purchaser's Site; and
 - (b) the sale in any country of the products produced by the Supplier.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 18.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 20.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 18.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 18.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in doing so.
- 18.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

19. Confidential information

- 19.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- 19.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for

any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

- 19.3 The obligation of a party under GCC Sub-Clauses 19.1 and 19.2 above, however, shall not apply to information that:
- (a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;
 - (b) now or hereafter enters the public domain through no fault of that party;
 - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 19.4 The above provisions of GCC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 19.5 The provisions of GCC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.

20. Specifications and Standards

- 20.1 The Goods supplied under this Contract shall conform to the technical specifications and standards mentioned in the Schedule of Requirements of Section IV of the Bid Document and Appendix A of Section IX and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards, as published from time to time by the central/state govt., whose application is appropriate to the Goods' country of origin.
- 20.2 The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- 20.3 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser.

21. Packing and Documents

- 21.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 21.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

22. Insurance

- 22.1 The Goods supplied under the Contract shall be fully insured, by the bidder winning the contract, in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.
- 22.2 For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from “warehouse to warehouse” (final destinations) on “All Risks” basis including War risks and Strikes. The details of supply of goods on CIF/FOR destination basis by the supplier are specified in SCC.

23. Transportation

- 23.1 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within Uttarakhand defined as Project site, transport to such place of destination including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.

24. Incidental Services

- 24.1 The supplier may be required to provide any or all the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of the on-site assembly and/or start-up of the supplied Goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - (c) furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period agreed by the Parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
 - (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.
- 24.2 Prices charged by the Supplier for incidental services, shall be included in the Contract Price for the Goods and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

25. Spare Parts

- 25.1 As specified in the SCC, the Supplier may be required to provide notifications, and information pertaining to spare parts manufactured or distributed by the Supplier, provided that this action of the Purchaser shall not relieve the Supplier of any warranty obligations under the Contract;
- 25.2 The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but, in any case, within [3 months]³⁴ of placement of order.

26. Inspections and Tests

- 26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods as are specified in the SCC.

³⁴ This may be changed as per the types of Goods

- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's State as specified in the SCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities, transportation cost, fooding and lodging cost and assistance including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in carrying out of such test and/or inspection shall be paid by the Purchaser. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.5, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

- 27.1 If the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 33.

28. Warranty

- 28.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

- 28.2 Subject to GCC Clause 20.2, the Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the State.
- 28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for [_____] months after the Goods, or any portion thereof, as the case may be, have been delivered to and accepted at the final destination indicated in the SCC
- 28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

29. Limitation of Liability

- 29.1 Except in cases of criminal negligence or wilful misconduct,
- a. the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
 - b. the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Purchaser with respect to patent infringement.

30. Change in Laws and Regulations

- 30.1 Unless otherwise specified in the Contract, if after the date of [28 days] prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 14.

31. Annual Maintenance Service:

- i. Free maintenance services shall be provided by the Supplier during the period of warranty. After warranty period, for next [_____] months/ years, annual maintenance and repairs of the entire system including supply of spares etc. will be done by the Supplier. The annual maintenance and repair cost (after warranty period) shall be paid in equal quarterly/half yearly/ annual instalments at the end of each quarter from the

date of completion of the warranty subject to satisfactory services rendered as specified in the Bid document and the resultant contract as per the rates quoted in the Contract Price.

- ii. The maximum response time for maintenance complaint from any of the destinations specified in the Schedule of Requirements (i.e. time required for supplier's maintenance engineer to report at the installation after a request call/email is sent or letter is written) shall not exceed 24 hours.
- iii. It is expected that the average downtime of the item (system) will be less than half the maximum downtime (i.e. defined as number of days for which an item of equipment is not usable because of inability of the supplier to repair it) as mentioned in the form of technical details. In case an item is not usable beyond the stipulated maximum downtime the supplier will be required to arrange for an immediate replacement of the same till it is repaired. The amount of penalty will be recovered from the Performance Security during warranty period.
- iv. The Purchaser reserves the right to terminate maintenance and repairs contract, after warranty period, at any time without assigning any reasons and the Supplier cannot claim any compensation in this respect.

32. Delays in the Supplier's Performance

- 32.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.
- 32.2 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time with or without escalation of cost for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 32.3 A delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27.1.

33. Termination for Default

- 33.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:
 - (a) If the Supplier fails to deliver any or all the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 32; or
 - (b) If the Supplier fails to perform any other obligation(s) under the Contract.
 - (c) If the Supplier fails to adhere to the Quality requirements/specifications given in the schedule of requirements.
 - (d) If the supplier fails to replace or rectify the required goods within the stipulated time.
 - (e) if the Supplier, in the judgment of the Purchaser has engaged in breach of Code of Integrity, as defined in GCC Clause 3, in competing for or in executing the Contract.
 - (f) If the Supplier is a company being wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager.
 - (g) if the Purchaser, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- 33.2 If the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 9.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional

costs for such similar Goods or Services procured by the Purchaser. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

34. Termination for Insolvency

- 34.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier become bankrupt or otherwise insolvent during the contract. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

35. Force Majeure

- 35.1 The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 35.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, pandemics, quarantine restrictions, and freight embargoes.
- 35.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 35.4 The Purchaser may by written notice of suspension to the Supplier, suspend all payments to the Supplier hereunder if the Supplier fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Supplier to remedy such failure within a period not exceeding thirty (30) days after receipt by the Supplier of such notice of suspension.

36. Assignment

- 36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

37. Closure of Contract

- 37.1 **No claim Certificate and Release of Agreement Securities**
After mutual reconciliations of outstanding payments and assets on either side, the Supplier shall submit a 'No-claim certificate' to the Purchaser requesting the release of its contractual securities, if any. The Purchaser shall release the contractual securities without any interest if no outstanding obligation, asset or payments are due from the Supplier. The Supplier shall not be entitled to make any claim whatsoever against the Purchaser under or arising out of this Contract, nor shall the Purchaser entertain or consider any such claim, if made by the Supplier, after he shall have signed a "No Claim" Certificate in favour of the Purchaser. The Supplier shall be debarred from disputing the correctness of the items covered by the "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.
- 37.2 **Closure of Contract**
The Contract shall stand closed upon:

- 1) Successful performance of all obligation by both parties, including completion of defect liability obligations and final payment.
- 2) Termination and settlements after that, if any, as per clause 33 and 34 above.

SECTION VIII: SPECIAL CONDITIONS OF CONTRACT

(To be reviewed and updated by Purchaser)

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

GCC 1.1(i) & 1.1(l) – Definitions	The Purchaser is: The Supplier is: _____
GCC 1.1 (j) - Definitions	The Project Site(s)/Final Destination(s) is Specified in Schedule of Requirement.
GCC 7.1- Notices	For notices, the Purchaser's address shall be: _____ For notices, the Supplier's address shall be: _____
GCC 8.1 – Governing Law	[Contract shall be governed by and interpreted in accordance with the laws of _____.]
GCC 9.1- Excepted Matters	Matters for which provision has been made in any Clause of the contract shall be deemed as 'excepted matters' (matters not disputable/ arbitral), and decisions of the Purchaser, thereon shall be final and binding on the Supplier. The 'excepted matters' shall stand expressly excluded from the purview of the sub-clauses below, including Arbitration. However, where the Purchaser has raised the dispute, this sub-clause shall not apply. Unless otherwise stipulated in the contract, excepted matters shall include but not limited to: 1. Issues related to the pre-award Procurement process or conditions 2. Issues related to ambiguity in Contract terms shall not be taken up after a Contract has been signed. 3. Provisions incorporated in the contract, which are beyond the purview of the Purchaser or are in pursuance of policies of Government, including but not limited to i. Purchase preference policies regarding MSMEs.
GCC 9.2 – Settlement of Disputes	The rules of procedure for arbitration proceedings pursuant to GCC Clause 9.2 shall be as follows: i. In case of Dispute or difference arising between the Purchaser and a supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act 1996. ii. If one of the parties fails to appoint its arbitrator in pursuance of sub clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the appointment of the Arbitrator shall be made in accordance with the provisions of the Arbitration and Conciliation Act 1996. iii. The venue of Arbitration shall be Dehradun and the language of the arbitration proceedings and that of all councils and communications between the parties shall be Hindi or English. iv. The decision of the majority of arbitrators shall be final and binding upon parties. The cost and expenses of Arbitration proceedings will be regulated by the G.O. of Uttarakhand. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself. v. The provisions of the Arbitration and Conciliation Act of 1996 along with the Rules herewith and any statutory modification or reenactment thereof shall apply to arbitration proceedings. If a dispute under the Supplier Contract raises the same issues as those in respect of a related dispute with another supplier contract, the Purchaser will have the option of having the arbitration proceedings joined.

GCC 11 – Delivery and Documents	<p>Details of Documents to be furnished by the Supplier</p> <p>i. One original and two copies of the supplier's commercial invoice in name of Purchaser, indicating the Contract number, Goods description, quantity, unit price, and total amount being claimed. Invoices must be signed in original and stamped, or sealed with the company stamp/seal;</p> <p>ii. Two copies of the packing list identifying contents of each package</p> <p>ii. One original of the manufacturer's Warranty Certificate covering all items supplied;</p> <p>v. Original and two copies of Certificate of Inspection furnished to supplier by the nominated agency (where inspection is required);</p> <p>v. [Any other documents required can be added here]</p>
GCC 13.1 – Contract Price	<p>The prices charged for the Goods supplied shall be fixed during the performance of the contract.</p> <p>The payment under this Contract shall be released by the Purchaser after due scrutiny, verification of documents submitted by supplier. Payment shall be made by Electronic clearing systems (ECS) to the Supplier's nominated bank account. The method and conditions of payment to be made to the Supplier shall be as follows:</p> <p>[the clauses below are suggestive; the purchaser may modify as appropriate]</p> <p>a. On Delivery: [_____] percent] of the Contract Price of the Goods delivered to the consignee shall be paid within sixty (60) days of submission of documents specified in GCC Clause 12 above and Consignee Receipt Certificate</p> <p>[On Successful, Installation, Commissioning and Testing of equipment: [_____] percent] of the Contract Price of Goods received shall be paid within sixty (60) days of receipt of Final Acceptance Certificate issued by the consignee.]39</p>
14.1 – Advance Payment	<p>Whether Advance Payment is payable? Yes _____ No _____</p> <p>The Form of Advance Bank Guarantee to be submitted is provided at Appendix F of Section IX</p>
GCC 15.1 – GST Payment	The Contract Price is [inclusive /exclusive] of GST.
GCC 16.1 – Performance Security	<p>Within 14 days after the Supplier's receipt of Notification of Award, the Supplier shall furnish Performance Security to the Purchaser for an amount, <i>[insert an appropriate value in accordance with the procurement Rules]</i> % of the contract value, valid up to 60 days after the date of completion of performance obligations including warranty obligations.</p> <p>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of () months and the Performance Security for proportionate value shall be extended 60 days over and above the extended warranty period.</p>
GCC 16.5- Performance Security	The performance security shall be in the form of a demand draft, fixed deposit receipt/ bank guarantee and the named beneficiary shall be [name of purchaser]. The bank guarantee shall be issued by a Scheduled Bank in India and in the format provided in the Bidding Documents.
GCC 16.6- Performance Security	The Performance Security will be discharged and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligation, under the contract.
GCC 21.2 – Packing and Documents	The packing, marking and documentation within and outside the packages shall be [insert in detail the type of packing required, the markings in the packing and all documentation required]
GCC 22.2- Insurance	In case of domestic goods supply on FOR destination basis, the supplier shall be responsible until the entire Goods contracted arrived and received by the purchaser as per the specification laid down in schedule of requirements and in good condition at destination. The supplier shall cover the transit risk in this respect by getting the goods duly insured at

	its own cost. The supplier shall obtain the insurance cover in its name and not in the name of the Purchaser or its Consignee.
GCC 24.1 – Incidental Services	Incidental services to be provided are: [As per Appendix A: Schedule of Requirement – List of Related Services OR List down all the incidental services here]
GCC 25.1- Spare Parts	Whether Supplier is required to provide notifications, and information pertaining to spare parts manufactured or distributed by the Supplier [Yes/No]
GCC 26.1- Inspection and Tests	The Supplier shall conduct tests to confirm that the goods supplied are as per specification and enclose the test and inspection certificate along with supply. (Place of testing site can also be mentioned here)
GCC 26.2 - Inspection and Tests	The Purchaser or his representative may conduct the Inspections of the facility any time before the award of contract and also conduct Inspection for the Goods any time before or after the dispatch of Goods. Unless the Goods supplied according to the Schedule of Requirements is satisfactorily installed and training on use of the equipment is provided, the Purchaser will not issue the Final Acceptance Certificate.
GCC 27.1- Liquidated Damages	Applicable rate shall not exceed one-half percent (0.5%) per week or part thereof. The maximum amount of liquidated damages shall be equivalent to the performance security taken from the supplier.
GCC 28.3 – Warranty	(i) In partial modification of the provisions, the warranty period shall remain valid for ()years from date of satisfactory installation of equipment [insert no. of years as appropriate] For purposes of the Warranty, the place(s) of final destination(s) shall be: The consignees mentioned in the Schedule of Requirement (Appendix A)
GCC 28.5 – Warranty	The manufacturer should be able to provide service of equipment across Uttarakhand within 24 hours (modify period as appropriate) after receipt of breakdown report failing which a stipulated penalty will apply In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of () months.” [modify period as appropriate]
GCC 31 - Annual Maintenance Service	[in case annual maintenance services are required post warranty, add these clauses with modifications as appropriate] The supplier will provide () years warranty that will include Comprehensive Annual maintenance (Contract) including all spare parts and repair [insert as required] The supplier shall visit each site at least () times a year for preventive maintenance of equipment. During such visits, supplier shall provide operational training to concerned staff on use of equipment. The Schedule of such visits should be shared with consignee in advance. The manufacturer should be able to provide service of equipment across the State within [24 hours] after receipt of breakdown report, failing which a penalty as stipulated below will apply. During the Warranty period, in case of non-compliance of the above, liquidated damages at the rate of 0.1% of the Annual Maintenance Contract per non-functional unit per day subject to the maximum performance security of Annual maintenance contract, beyond timeline given above shall be imposed and equivalent amount shall be deducted from the performance security. The Annual Maintenance payments shall be paid for satisfactory maintenance of the goods supplied, installed and commissioned in equal [quarterly/ half yearly/annual] instalments at the end of each period as per the rates quoted in the Annual Maintenance Contract Price.

SECTION IX: APPENDICES TO GCC AND SCC

APPENDIX A- Schedule of Requirements

*Details of Schedule of Requirements to be inserted in the Section IV of the Bid document, as applicable.
The same is required to be reproduce in this Appendix A.*

APPENDIX B- Contract Price

[Reproduce the Financial Bid Submitted by the selected Bidder]

APPENDIX C- Form of Performance Security Deposit

(To be in the form of bank guarantee issued/ confirmed from any nationalised bank in India)

To:
(Name of Purchaser)

WHEREAS (Name of Supplier) hereinafter called "the Supplier" has undertaken , in pursuance of Contract No..... dated,..... 20... to supply.....
..... (Description of Goods and Services) hereinafter 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 recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

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 limit 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.

This guarantee is valid until theday of.....20.....

Signature and Seal of Guarantors

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

Date.....20....

Address:.....

.....

APPENDIX D - Letter of Acceptance

To: _____

Sub: Letter of acceptance for contract no: [insert contract number] and contract title: [insert contract title]

Dear Sir/ Madam

This is to notify you that your Bid dated _____ for supply of the _____ for the Contract Price in the aggregate of _____, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted.

You are requested to (i) furnish the Performance Security of [insert amount of Rupees in words] by [insert date] and (ii) execute necessary agreement within [____] days from the date of issue of this letter in the enclosed agreement form. This notification concludes the legally binding contract between you and [insert name of Purchaser], till issue of a formal contract.

Yours truly,

Authorized Signature: ____

Name and Title of Signatory: ____

Name of Purchaser: ____

Attachment: Contract Agreement.

APPENDIX E -Any Modification, Addendum, Pre-Bid Meeting Proceedings

Bid No.				
Date and time of Pre-bid meeting				
S.No.	Section, Clause No, Page No.	Description as per Bid document	Query raised	Remarks / Clarification/ Modification made

APPENDIX F – Form of Advance Bank Guarantee

(Reference SCC Clause 14.1 of Section VIII)

(To be stamped in accordance with Applicable Stamp Act, if any)

Ref: _____ Bank Guarantee: _____ Date: _____

Dear Sir,

In consideration of M/s. _____ (hereinafter referred as the “Purchaser”, which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s. _____ (hereinafter referred to as the “Supplier” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of Purchaser’s Contract No. _____ dated _____ and the same having been unequivocally accepted by the Supplier, resulting in a Contract valued at _____ for _____ Contract (hereinafter called the “Contract”) _____ (description of goods and services) and the Purchaser having agreed to make an advance payment to the Supplier for performance of the above Contract amounting to _____ (in words and figures) as an advance against Bank Guarantee to be furnished by the Supplier.

We _____ (Name of the Bank) having its Head Office at _____ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the Purchaser immediately on demand any or, all monies payable by the Supplier to the extent of _____ as aforesaid at any time up to _____ @ _____ without any demur, reservation, contest, recourse or protest and/or without any reference to the Supplier. Any such demand made by the client on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser and the Supplier or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. we agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Purchaser discharges this guarantee.

The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the contract by the Supplier. The Purchaser shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Purchaser and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Purchaser and the Supplier any other course or remedy or security available to the Purchaser. The bank shall not be relieved of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Purchaser or any other indulgence shown by the Purchaser or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Supplier and notwithstanding any security or other guarantee that the Purchaser may have in relation to the Supplier’s liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is limited to _____ and it shall remain in force up to and including _____ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. _____ on whose behalf this guarantee has been given.

Dated this _____ day of _____ 19____ at _____

WITNESS

(signature)

(signature)

(Name)

(Name)

(Official Address)

Designation (with Bank stamp)

Attorney as per Power of

Attorney No. _____ Dated _____

Note : The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India