**Online Bidding document for Single Stage Two Bid System**
(Technical Bid & Financial Bid) for Supply of Compound Cattle Feed at NDRI, Kalyani, Nadia (W.B).

| Dates of Downloading of Online Bidding document | From 14.09.2018 (11.00 A.M) upto 06.10.2018 (11.00AM) |
| Place of Downloading of Bidding Document | http://eprocure.gov.in/eprocure/app |
| Closing date and time for receipt of Bid | 06.10.2018 at 11.00 (A.M) |
| The Date/Time by which the original Pay Order/DD of Bid Security and reach/submitted at the office of, NDRI, Kalyani. | Asstt. Admn. Officer, NDRI, Kalyani. |
| Time and date of opening of Technical Bid | 11.00 A.M. on 09.10.2018 |
| Time and date of opening of Financial Bid | Shall be notified later |
| Place of opening of Financial Bid | Office of NDRI, Kalyani. |
| Place of delivery of material | NDRI, ERS, Kalyani, Distt. Nadia (W.B.) - 741235 |
SECTION I

INVITATION FOR ONLINE-BIDS (I F OB)

INVITATION FOR ONLINE-BIDS

National Dairy Research Institute, Kalyani (Indian Council of Agricultural Research), Ministry of Agriculture, Government of India invites sealed Bids from eligible and qualified Bidders for the Rate Contract to supply following feed material (as listed below):

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description of the Item</th>
<th>Qty (in quintals)</th>
</tr>
</thead>
<tbody>
<tr>
<td>i)</td>
<td>Compound Cattle Feed</td>
<td>2190</td>
</tr>
<tr>
<td>ii)</td>
<td>Calf Starter Meal</td>
<td>109.5</td>
</tr>
</tbody>
</table>

*Note: Please note that the Quantity here means the Quantity of anticipated drawal during Rate-Contract period.

1. The ICAR Research Institutes are exempted from Excise and Customs Duties on Goods procured for Research-related purposes, vide Notification No. 1097-CE dated 1.3.1997 (as amended by 1607-CE) and Notification No. 51/96-Customs respectively. However, for the ICAR Institutes to avail the aforesaid Duty Exemption benefits wherever is applicable, the Prices are required to be quoted by Manufacturers essentially on Ex-Works basis, without including any Excise/Customs Duty component. Freight & Insurance are required to be quoted extra, as per actuals, for insured transportation from Ex-Works to Destination wherever applicable.

2. Tender Form of above feed can be downloaded free of cost from the website http://eprocure.gov.in OR

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

4. However, Original Pay Orders of Bid Security as per detail above, must be deposited in the form of Demand Draft/Pay Order (not Cheque) payable to “ERS of NDRI” payable at SBI, Kalyani, on or before 06.10.2018 upto 11:00 AM. The particulars of Earnest Money deposited must also be superscribed on the top of the envelope by mentioning the draft/pay order number(s), date and amount and name of the feed and tender submission ID proof, failing which the bids will not be accepted.

5. The bidders may submit duly filled and completed bidding document ONLINE as per instructions contained in the bidding documents. Incomplete bid shall be rejected. The conditions of tender shall be governed by the details contained in complete bid document.

6. In case, holiday is declared by the Government on the day of opening the bids, the bids will be opened on the next working day at the same time. The ICAR- NDRI, Kalyani reserves the right to accept or reject any or all the tenders.

7. The detailed instruction for online submissions of bid(s) through e-procurement module of Central Public Procurement of NIC, the bidder(s) may visit following link:-

http://eprocure.gov.in/eprocure/app?page=HelpForContractors&service=page

Date of start for downloading of Bidding Document : 14.09.2018 at 11.00 A.M
Place of downloading of bidding document : http://eprocure.gov.in/eprocure/app
Last date for submission of Online-Bids : 06.10.2018 by 11.00AM
Date of Opening of Technical Bid in the office of A.A.O. : 09.10.2018 at 11.00AM
Date of Opening of Financial Bid of technically qualified Bid(s) : Will be notified later

HEAD
wtp:ndri.res.in
Ph.: 033-25824703
# SECTION II

## GENERAL INSTRUCTIONS TO BIDDERS (GITB)

### CONTENTS

<table>
<thead>
<tr>
<th>A.</th>
<th>PREAMBLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Definitions and Abbreviations</td>
</tr>
<tr>
<td>2.</td>
<td>Introduction</td>
</tr>
<tr>
<td>3.</td>
<td>Availability of Funds</td>
</tr>
<tr>
<td>4.</td>
<td>Language of Bid</td>
</tr>
<tr>
<td>5.</td>
<td>Eligible Bidders</td>
</tr>
<tr>
<td>6.</td>
<td>Eligible Goods and Services</td>
</tr>
<tr>
<td>7.</td>
<td>Bidding Expense</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B.</th>
<th>BIDDING DOCUMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.</td>
<td>Contents of Bidding Documents</td>
</tr>
<tr>
<td>9.</td>
<td>Amendments to Bidding Documents</td>
</tr>
<tr>
<td>10.</td>
<td>Clarification of Bidding Documents</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>C.</th>
<th>PREPARATION OF BIDS</th>
</tr>
</thead>
<tbody>
<tr>
<td>11.</td>
<td>Documents Comprising the Bid</td>
</tr>
<tr>
<td>12.</td>
<td>Bid Currencies</td>
</tr>
<tr>
<td>13.</td>
<td>Bid Prices</td>
</tr>
<tr>
<td>14.</td>
<td>Indian Agent</td>
</tr>
<tr>
<td>15.</td>
<td>Firm Price / Variable Price</td>
</tr>
<tr>
<td>16.</td>
<td>Alternative Bids</td>
</tr>
<tr>
<td>17.</td>
<td>Documents Establishing Bidder’s Eligibility and Qualifications</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td><strong>18.</strong></td>
<td><strong>Documents Establishing Goods’ Conformity to Bidding Document</strong></td>
</tr>
<tr>
<td><strong>19.</strong></td>
<td><strong>Bid Security (i.e. EMD)</strong></td>
</tr>
<tr>
<td><strong>20.</strong></td>
<td><strong>Bid Validity</strong></td>
</tr>
<tr>
<td><strong>21.</strong></td>
<td><strong>Signing and Sealing of Bid</strong></td>
</tr>
</tbody>
</table>

**D.** **SUBMISSION OF BIDS**
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>22.</td>
<td>Submission of Bids</td>
</tr>
<tr>
<td>23.</td>
<td>Late Bid</td>
</tr>
<tr>
<td>24.</td>
<td>Alteration and Withdrawal of Bid</td>
</tr>
<tr>
<td><strong>E.</strong></td>
<td><strong>BID OPENING</strong></td>
</tr>
<tr>
<td>25.</td>
<td>Opening of Bids</td>
</tr>
<tr>
<td><strong>F.</strong></td>
<td><strong>SCRUTINY AND EVALUATION OF BIDS</strong></td>
</tr>
<tr>
<td>26.</td>
<td>Basic Principle</td>
</tr>
<tr>
<td>27.</td>
<td>Preliminary Scrutiny of Bids</td>
</tr>
<tr>
<td>28.</td>
<td>Minor Informality/Irregularity/Non-Conformity</td>
</tr>
<tr>
<td>29.</td>
<td>Discrepancy in Prices</td>
</tr>
<tr>
<td>30.</td>
<td>Discrepancy between original and copies of Bid</td>
</tr>
<tr>
<td>31.</td>
<td>Qualification Criteria</td>
</tr>
<tr>
<td>32.</td>
<td>Conversion of Bid Currencies to Indian Rupees</td>
</tr>
<tr>
<td>33.</td>
<td>Schedule-wise Evaluation</td>
</tr>
<tr>
<td>34.</td>
<td>Comparison on CIP Destination Basis</td>
</tr>
<tr>
<td>35.</td>
<td>Additional Factors and Parameters for Evaluation and Ranking of Responsive Bids</td>
</tr>
<tr>
<td>36.</td>
<td>Bidder’s capability to perform the contract</td>
</tr>
<tr>
<td>37.</td>
<td>Contacting the Purchaser</td>
</tr>
<tr>
<td><strong>G.</strong></td>
<td><strong>AWARD OF CONTRACT</strong></td>
</tr>
<tr>
<td>38.</td>
<td>Purchaser’s Right to Accept any Bid and to Reject any or All Bids</td>
</tr>
<tr>
<td>39.</td>
<td>Award Criteria</td>
</tr>
<tr>
<td>40.</td>
<td>Variation of Quantities at the Time of Award</td>
</tr>
<tr>
<td>41.</td>
<td>Notification of Award</td>
</tr>
<tr>
<td>42.</td>
<td>Issue of Contract</td>
</tr>
<tr>
<td>43.</td>
<td>Non-receipt of Performance Security and Contract by the Purchaser</td>
</tr>
<tr>
<td>44.</td>
<td>Return of BID SECURITY (i.e. EMD)</td>
</tr>
<tr>
<td>45.</td>
<td>Publication of Bid Result</td>
</tr>
</tbody>
</table>
GENERAL INSTRUCTIONS TO BIDDERS (GITB)

A. PREAMBLE

1. Definitions and Abbreviations

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

1.2 Definitions:

(i) "Purchaser" means the organization purchasing goods and services as incorporated in the documents.

(ii) “Online-Bid” means online quotation / tender / bid as received from a firm / supplier.

(iii) “Supplier” means the individual or the firm supplying the goods and services.

(iv) “Goods" means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, industrial plant etc. which the supplier is required to supply to the purchaser under the contract.

(v) “Services” means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after-sales service, maintenance service and other such obligations of the supplier covered under the contract.

(vi) “Bid Security” (i.e. Earnest Money Deposit) means monetary guarantee to be furnished by a Bidder before opening of e-bid.

(vii) “Contract” means the written agreement entered into between the purchaser and the supplier together with all the documents mentioned therein and including all attachments, annexure etc. therein.

(viii) “Performance Security” means monetary guarantee to be furnished by the successful Bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.

(ix) “Consignee” means the person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person
as an interim consignee for the purpose of despatch to another person as provided in the Contract, then that “another” person is the consignee, also known as ultimate consignee.

(x) “Specification” means the document/standard that prescribes the requirement with which product or service has to conform.

(xi) “Inspection” means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.

(xii) “Day” means calendar day.

1.3 Abbreviations:

(i) “Bid Document” means Bidding Document (i.e. Tender Enquiry Document).

(ii) “IFOB” means Invitation for Online-Bids.

(iii) “GITB” means General Instructions to Bidders.

(iv) “SITB” means Special Instructions to Bidders.

(v) “GCC” means General Conditions of Contract.

(vi) “SCC” means Special Conditions of Contract.

(vii) “DGS&D” means Directorate General of Supplies and Disposals.

(viii) “NSIC” means National Small Industries Corporation.

(ix) “PSU” means Public Sector Undertaking.

(x) “CPSU” means Central Public Sector Undertaking.

(xi) “LSI” means Large Scale Industry.

(xii) “SSI” means Small Scale Industry.

(xiii) “LC” means Letter of Credit.

(xiv) “DP” means Delivery Period.

(xv) “BG” means Bank Guarantee.

(xvi) “ED” means Excise Duty.

(xvii) “CD” means Custom Duty.

(xviii) “WDO” means Women’s Development Organization.
(xix) “ACASH” means Association of Corporations and APEX Societies of Handlooms.
(xx) “KVIC” means Khadi Village Industries Commission.
(xxi) “RR” means Railway Receipt.
(xxii) “BL” means Bill of Lading.
(xxiii) “FOB” means Free on Board.
(xxiv) “FAS” means Free Alongside Ship.
(xxv) “FOR” means Free On Rail.
(xxvi) “CIF” means Cost, Insurance and Freight.
(xxvii) “CIP” means Carriage and Insurance Paid.
(xxviii) “INCOTERMS” means International Commercial Terms.
(xxix) BOQ : Bid of quantity.

2. Introduction

2.1 The Purchaser has issued these Bidding documents for purchase of goods and related services as mentioned in Section –VI - “List of Requirements”, which also indicates, interalia, the required delivery schedule and terms & place (i.e. destination) of delivery.

2.2 This section (Section II - “General Instruction to Bidders”) provides the relevant information as well as instructions to assist the prospective Bidders in preparation and submission of Bids. It also includes the mode and procedure to be adopted by the purchaser for receipt and opening as well as scrutiny and evaluation of Bids and subsequent placement of contract.

2.3 The Bidders shall also read the Special Instructions to Bidders (SITB) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GITB and the SITB, the provisions contained in the SITB shall prevail over those in the GITB.

2.4 Before formulating the Bid and submitting the same to the purchaser on-line, the Bidder should read and examine all the terms, conditions, instructions etc. contained in the Bid documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these Bid documents may result in rejection of its Bid.

3. Availability of Funds

3.1 Expenditure to be incurred for the proposed purchase will be met from the funds available with the purchaser.
4. **Language of Bid**

4.1 The Bid submitted by the Bidder and all subsequent correspondence and documents relating to the Bid exchanged between the Bidder and the purchaser, shall be written in the English language. However, the language of any printed literature furnished by the Bidder in connection with its Bid may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the Bid, the English translation shall prevail.

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

5. **Eligible Bidders**

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

6. **Eligible Goods and Services**

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

7. **Bidding Expense**

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

B. **BIDDING DOCUMENTS**

8. **Content of Bidding Documents**

8.1 In addition to Section I – “Invitation for Bid” (IFB), the Bidding documents include:

- Section II- General Instructions to Bidders (GITB)
- Section III- Special Instructions to Bidders (SITB)
- Section V- Special Conditions of Contract (SCC)
- Section VI - List of Requirements
- Section VII - Technical Specifications
- Section VIII - Quality Control Requirements
8.2 The relevant details of the required goods and services, the terms, conditions and procedure for Bidding, Bid evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested Bidders are expected to examine all such details etc to proceed further.

9. **Amendments to Bidding Documents**

9.1 At any time prior to the deadline for submission of Bids, the purchaser may, for any reason deemed fit by it, modify the Bidding documents by issuing suitable amendment(s) to it.

9.2 Such an amendment will be notified in writing on purchaser’s Website by registered/speed post or by fax/telex/e-mail, followed by copy of the same by registered post, to all prospective Bidders, which have received the Bidding documents and will be binding on them.

9.3 In order to provide reasonable time to the prospective Bidders to take necessary action in preparing their Bids as per the amendment, the purchaser may, at its discretion extend the deadline for the submission of Bids and other allied time frames, which are linked with that deadline.

10. **Clarification of Bidding Documents**

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

11. Documents Comprising the Bid

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

a) Bid Form and Price Schedule in accordance with GITB clause 8.1

b) Documentary evidence, as necessary in terms of clauses 5 and 17 establishing that the Bidder is eligible to submit the Bid and, also, qualified to perform the contract if it’s Bid is accepted.

c) Documents and relevant details to establish in accordance with GITB clause 18 that the goods and the allied services wherever applicable to be supplied by the Bidder conform to the requirement of the Bid documents.

d) Copy of Bid Security (i.e. Earnest money deposit) furnished in accordance with GITB clause 19.1; alternatively, documentary evidence as per GITB clause 19.2 for claiming exemption from payment of Bid Security (i.e. earnest money).

And

e) Questionnaire as per Section XII.

NB: The Bidders may also enclose in their Bids, technical literature and other documents as and if considered necessary by them.

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

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

11.4 Bid sent by fax/telex/cable shall be ignored.

12. Bid currencies

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

12.2 Where the Bid condition specifies acceptance of quotations in different currencies, then, for domestic goods, prices shall be quoted in Indian rupees only and for imported goods, prices shall be quoted either in Indian rupees or in the currency of the country of origin of goods. As regards price(s) for allied services wherever applicable, if any required with the goods, the same shall be quoted in Indian Rupees, if such services are to be performed /undertaken in India. Commission for Indian Agent, if any and if payable shall be indicated in the space provided for in the price schedule and quoted in Indian Rupees only.
12.3 **Bids**, where **prices** are quoted in any other way shall be **treated as un-responsive and rejected**.

13. **Bid Prices**

13.1 The **Bidder** shall fill in the price of each item and Taxes, if applicable in the BOQ to be submitted online.

13.2 **If there is more than one schedule in the List of Requirements**, the **Bidder** has the option to submit its quotation for any one or more schedules. However, while quoting for a schedule, the **Bidder shall quote** for the complete requirement of goods and services as specified in that particular schedule, *failing which the Bid for that schedule shall be treated as unresponsive and ignored*.

13.3 The **quoted prices** for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules attached under Section XI.

13.4 While filling up the BOQ, the **following aspects** should be noted for compliance:-

13.4.1 For **goods** offered from within India, the **prices** in the corresponding price schedule shall be entered separately in the following manner:-

   a) the **price of the goods, quoted ex-factory, ex-showroom, ex-warehouse or off-the-shelf**, as applicable, *including all taxes and duties like GST* as applicable.

   b) any sales or other taxes and any duties including excise duty, which will be **payable on the goods in India**, if the contract is awarded.

   c) **Charges** towards inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination *as specified in the List of Requirements* and

   d) the **price of incidental services**, as and if mentioned in List of Requirements.

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

   a) the **price of goods quoted** FAS / FOB port of shipment, CIF port of entry in India or CIF specified **place of destination** in India as **indicated** in the List of Requirements.
b) wherever applicable, the amount of custom duty and import duty on the goods to be imported.

c) the charges for inland transportation, insurance and other local costs incidental to delivery of the goods from the port of entry in India to their final destination, as specified in the List of Requirements. and

d) the charges for incidental services, as and if mentioned in the List of Requirements.

13.5 Additional information and instruction on Duties and Taxes:

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

13.5.2 Excise Duty:

a) Vide Notification No. 10/97-CE dated 1.3.1997 (as amended by 16/07-CE), the goods to be supplied to Indian Council of Agricultural Research (ICAR) and its constituent Institutes against ICAR contracts (including contracts executed by ICAR Institutes) for any Research-related purposes are fully exempted from levy of any Excise Duty, consequential sales tax / VAT, etc., provided the prices are quoted ex-works by the Supplier.

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

b) For supplying the Goods to the purchaser for purposes not related to any Research, if the reimbursement of excise duty is intended as extra over the quoted prices, the supplier must specifically say so also indicating the rate, quantum and nature of the duty applicable. In the absence of any such stipulation, it will be presumed that the prices quoted are firm and final and no claim on account of excise duty will be entertained after the opening of Bids.

c) If a Bidder chooses to quote a price inclusive of excise duty and also desires to be reimbursed for variation, if any, in the excise duty during the time of supply, the Bidder must clearly mention the same and also indicate the rate and quantum of excise duty included in its price. Failure to indicate all such details in clear terms may result in rejection of that Bid.

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

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

13.5.4 Octroi Duty and Local Duties & Taxes:

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

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

13.5.5 Customs Duty:

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

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

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

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

13.7 For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 11 shall be followed.
13.8 Unless otherwise specifically indicated in this Bidding document, the terms FOB, FAS, CIF, CIP etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris.

13.9 The need for indication of all such price components by the Bidders, as required in this clause (viz., GITB clause 12) is for the purpose of comparison of the Bids by the purchaser and will no way restrict the purchaser’s right to award the contract on the selected Bidder on any of the terms offered.

14. Indian Agent

14.1 If a foreign Bidder has engaged an agent in India in connection with its Bid, the foreign Bidder, in addition to indicating (i.e. disclosing) the Indian agent’s commission, if any, in a manner described under GITB sub clause 12.2 above, shall also furnish the following information:-

a) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.

b) The details of the services to be rendered by the agent for the subject requirement.

15. Firm Price / Variable Price

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

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

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

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

17. **Documents Establishing Bidder’s Eligibility and Qualifications**

17.1 Pursuant to GiTB clause 11, the Bidder shall furnish, as part of its Bid, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract, if its Bid is accepted.

17.2 The documentary evidence needed to establish the Bidder's qualifications shall fulfill the following requirements:-

   a) in case the Bidder offers to supply goods, which are manufactured by some other firm, the Bidder has been duly authorized by the goods manufacturer to quote for and supply the goods to the purchaser. The Bidder shall submit the manufacturer’s authorization letter to this effect as per the standard form provided under Section XIV in this document.

   b) the Bidder has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section IX in these documents.

   c) in case the Bidder is not doing business in India, it is/will be duly represented by an agent stationed in India fully equipped and able to carry out the required contractual functions and duties of the supplier including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications.

   d) in case the Bidder is an Indian agent quoting on behalf of a foreign manufacturer, the Indian agent is already enlisted under the Compulsory Enlistment Scheme of Ministry of Finance, Govt. of India, operated through Directorate General of Supplies & Disposals (DGS&D), New Delhi.

18. **Documents establishing Good’s Conformity to Bidding Document**

18.1 The Bidder shall provide in its Bid the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the Bid fully conform to the goods and services specified by the purchaser in the Bidding documents. For this purpose, the Bidder shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the Bid documents to establish technical responsiveness of the goods and services offered in its Bid.
18.2 In case there is any variation and/or deviation between the goods & services prescribed by the purchaser and that offered by the Bidder, the Bidder shall list out the same in a chart form without ambiguity and provide the same along with its Bid.

18.3 If a Bidder furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its Bid will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

19. **Bid Security (i.e. Earnest Money Deposit)**

19.1 Pursuant to GITB clauses 8.1 and 11.1(d), the Bidder shall furnish along with its Bid, the Bid Security / earnest money for amount as shown in the List of Requirements. The Bid Security / earnest money is required to protect the purchaser against the risk of the Bidder's unwarranted conduct as amplified under sub-clause 19.7 below.

19.2 The Bidders, who are currently registered and, also, will continue to remain registered during the Bid validity period with Directorate General of Supplies & Disposals or with National Small Industries Corporation, New Delhi are exempted from furnishing Bid Security / earnest money. In case the Bidder falls in these categories, it should furnish certified copy of its valid registration details (with DGS&D or NSIC, as the case may be).

19.3 The Bid Security / earnest money shall be denominated in Indian Rupees @ two to five percent of the estimated value of the goods to be procured as specified in the tender.

19.4 The Bid Security / earnest money shall be furnished in one of the following forms:-

   i) Account Payee Demand Draft
   ii) Fixed Deposit Receipt
   iii) Bank Guarantee

   The demand draft, fixed Deposit receipt shall be drawn on any commercial bank in India, in favour of the authority specified in the SITB. In case of bank guarantee, the same is to be provided from any commercial scheduled bank in India as per the format specified under Section XIII in these documents.

19.5 The Bid Security / earnest money shall be valid for a period of ninety days beyond the validity period of the Bid.

19.6 Unsuccessful Bidders’ Bid Securities / earnest monies will be returned to them without any interest, after expiry of the Bid validity period, but not later than thirty days after conclusion of the resultant contract. Successful Bidder’s Bid Security / earnest money will be returned without any interest, after receipt of performance security from that Bidder.

19.7 Bid Security / Earnest money of a Bidder will be forfeited, if the Bidder withdraws or amends its Bid or impairs or derogates from the Bid in any respect within the period of validity of its Bid. The successful Bidder’s Bid Security / EMD will be forfeited, if it fails to furnish the required performance security within the specified period.
20. **Bid Validity**

20.1 If not mentioned otherwise in the SITB, the Bids shall remain valid for acceptance for a period of 90 days (ninety days) after the date of Bid opening prescribed in the Bid document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected.

20.2 In exceptional cases, the Bidders may be requested by the purchaser to extend the validity of their Bids upto a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ telex/cable followed by surface mail. The Bidders, who agree to extend the Bid validity, are to extend the same without any change or modification of their original Bid and they are also to extend the validity period of the BID SECURITY accordingly. A Bidder, however, may not agree to extend its Bid validity without forfeiting its BID SECURITY.

20.3 In case the day upto which the Bids are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the Bid validity shall automatically be extended upto the next working day.

21. **Submission of Bid**: The bid must be submitted through on-line as per prescribed instructions only.

22. **Submission of Online-Bids**

Unless otherwise specified, the Bidders are to submit Online Bids only through [http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app) as indicated in the SITB. However, Original Pay Orders of Bid Security as per detail above, must be deposited in the form of Demand Draft/Pay Order (not Cheque) in favour of “ERS of NDRI” payable at S.B.I., Kalyani (Code 1082), in person to The HEAD, ERS of NDRI, Kalyani, Nadia (W.B). The particulars of Earnest Money deposited must also be superscribed on the top of the envelope by mentioning the draft/pay order number(s), date and amount and name of the Fodder(s) and tender submission ID proof, failing which the bids will not be accepted.

23. **Bid received through other Mode**

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

24. **Alteration and Withdrawal of Bid**

24.1 The Bidder, after submitting its Bid, is permitted to alter / modify its online-Bid so long as such alterations / modifications are as per process of online-bidding, within the deadline for submission of Bids. Alterations / modifications to online-Bids received after the prescribed deadline will not be considered.

**D. SUBMISSION OF ONLINE-BIDS**
24.2 **No Bid should be withdrawn after the deadline for submission of online-Bid and before expiry of the Bid validity period.** If a Bidder withdraws the online-Bid during this period, it will result in **forfeiture** of the **earnest money** furnished by the Bidder in its Bid.

E. **ONLINE BID OPENING**

25. **Opening of Online-Bids**

25.1 The **purchaser** will open the online-Bids at the specified date and time and at the specified place as indicated in the SITB/Notification made in Website/on-line portal as the case may be.

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

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

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

Alternately, the bidders can also see the particulars on-line from their system.

25.3 During the online-Bid opening, the **Bid opening official(s)** will read the salient features of the Bids like description of the goods offered, price, special discount if any, delivery period, whether earnest money furnished or not and any other special features of the Bids, as deemed fit by the **Bid opening official(s)**.
F. SCRUTINY AND EVALUATION OF ONLINE-BIDS

26. Basic Principle

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

27. Scrutiny of Bids

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

27.2 The following are some of the important aspects, for which a Bid may be declared non-responsive, shall be ignored and their price bid(s) shall not be opened:

(i) Bidder is not eligible.
(ii) Bid validity is shorter than the required period.
(iii) Required BID SECURITY has not been provided.
(iv) Bidder has not agreed to give the required performance security.
(v) Bidder has not furnished requisite documents, proofs etc. as required under the Bid Document.
(vi) The bidder is not fulfilling qualification criteria as per section IX of the Bid Document.
(vii) The sample of Goods (compound feed) offered are sub-standard, not meeting the required Technical composition/specification etc given in the Bid Document (Section-VII / VIII).
(viii) Bidder has quoted variable price against the requirement of firm price.
(ix) Delivery period quoted by the Bidder is beyond the required period projected in the Bidding document.
(x) Against a schedule in the List of Requirement (incorporated in the Bidding), the Bidder has not quoted for the entire requirement as specified in that schedule.
(xi) Bidder has not agreed to essential condition(s) specially incorporated in the Bidding.

PRICE BIDS OF ONLY THOSE BIDDERS SHALL BE OPENED WHO ARE FOUND AND DECLARED TECHNICAL RESPONSIVE.
28. Minor Informality/Irregularity/Non-Conformity

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

29. Discrepancy in Prices

29.1 If, in the price structure quoted by a Bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the Bidder has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.

29.2 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and

29.3 If there is a discrepancy between the amounts express in words and figures, the amount in words shall prevail, subject to sub clause 29.1 and 29.2 above.

29.4 If, as per the judgment of the purchaser, there is any such arithmetical discrepancy in a Bid, the same will be suitably conveyed to the Bidder by registered / speed post. If the Bidder does not agree to the observation of the purchaser, the Bid is liable to be ignored.

30. Discrepancy

30.1 In case any discrepancy is observed the purchaser will convey its observation suitably to the Bidder by register / speed post and, if the Bidder does not accept the purchaser’s observation, that Bid will be liable to be ignored.

31. Qualification Criteria

31.1 Bids of the Bidders, who do not meet the required qualification criteria prescribed in Section IX will be treated as non-responsive and their price bids shall not be opened. Price Bids of only those bidders shall be opened who are declared Technical Responsive.

32. Conversion of Bid currencies to Indian Rupees

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

33. Schedule-wise Evaluation

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

34. Comparison on CIP Destination Basis

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

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

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

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

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

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

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

35.4 If the Bids have been invited on variable price basis, the Bids will be evaluated, compared and ranked on the basis of the position as prevailing on the day of Bid opening and not on the basis of any future date.
36. Bidder’s capability to perform the contract

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

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

37. Contacting the Purchaser

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

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

G. AWARD OF CONTRACT

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

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

39. Award Criteria

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

40. Variation of Quantities at the Time of Award

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

41. Notification of Award

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

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

42. Issue of Contract

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

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

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

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

44. Return of Bid Security

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

45. Publication of Bid Result

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

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

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

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>GITB Content</th>
<th>GITB Clause No.</th>
<th>Topic</th>
<th>SITB Provision</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>A. Preamble</td>
<td>1.2.(i)</td>
<td>Definition of Purchaser</td>
<td>The Purchaser is <strong>National Dairy Research Institute, Indian Council of Agricultural Research, Government of India, Kalyani-741235.</strong> (West Bengal).</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1.2.(iv)</td>
<td>Definition of Goods</td>
<td>The <strong>Goods</strong> to be supplied are <strong>Compound Cattle Feed</strong> (as specified under Section – VII). The Quantity of anticipated drawal is only mentioned in Section – VI.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1.2.(v)</td>
<td>Bid Security</td>
<td><strong>Bid Security / EMD</strong> is required for submitting Online-Bid for Rate Contract as per clause 19.4 under GITB.</td>
</tr>
<tr>
<td>2.</td>
<td>B. Preparation of Tenders</td>
<td>12.1</td>
<td>Bid currencies</td>
<td>Indian Rupees</td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td>15.2</td>
<td>Firm Price/Variable Price</td>
<td>Firm Price Quotation is acceptable</td>
</tr>
<tr>
<td></td>
<td></td>
<td>19</td>
<td>Bid Security / EMD</td>
<td>Only Account Payee DD/PO in favour ERS of NDRI, payable at . SBI, Kalyani <strong>shall be acceptable, for amount(s) as per Annexure – I attached herewith; FDR &amp; Banker’s Cheque shall not be accepted; however, Bank Guarantee shall be acceptable in format given in Section-XIII of this Bid Document.</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td>20.1</td>
<td>Bid Validity</td>
<td><strong>Online-Bid is required to be valid for 90 days</strong></td>
</tr>
<tr>
<td>4.</td>
<td>C. Submission of Tenders</td>
<td>22.2</td>
<td>Submission of Bids</td>
<td>The Bids will be received online only through <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a>. However, Original Pay Orders of Bid Security as per detail above, must be deposited in the form of Demand Draft/Pay Order (not Cheque) payable to “ERS of NDRI” payable at SBI, Kalyani. The particulars of Earnest Money deposited must also be superscribed on the top of the envelope by mentioning the draft/pay order number(s), date and amount and name of the Compound cattle feed and tender submission ID proof, failing which the bids will not be accepted.</td>
</tr>
<tr>
<td>5.</td>
<td>D. Tender Opening</td>
<td>25.1</td>
<td>Opening of Bids</td>
<td><strong>Online-Bids (Technical) will be opened in the office of Admin. Officer (P) on 09.10.2018 at 11.00 AM.</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Tenders</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>F. Award of Contract</td>
<td>40.1 Variation of Quantities at the Time of Award</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Since it is a Rate Contract, there is no prior commitment of quantity. Accordingly, the Quantity mentioned in the List of Requirements (Section – VI) indicates only the quantity of anticipated drawal which may increase or decrease as per the requirement.
SECTION-IV

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

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

2. Use of contract documents and information

2.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this Bidding document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.

2.2 Further, the supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC sub-clause 2.1 above except for the sole purpose of performing this contract.

2.3 Except the contract issued to the supplier, each and every other document mentioned in GCC sub-clause 2.1 above shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier’s performance and obligations under this contract.

3. Patent Rights

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

4.1 All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.

4.2 The word “origin” incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.

5. **Performance Security**

5.1 Within ten days or as indicated in the supply order specifically after the issue of notification of award by the purchaser, the supplier shall furnish performance security to the purchaser for an amount equal to 10 (ten) per cent of the total value of the contract, valid up to sixty days after the date of completion of all contractual obligations by the supplier, including the warranty obligations.

5.2 The Performance security shall be denominated in Indian Rupees five to ten percent of the value of the contract or in the currency of the contract and shall be in one of the following forms:

   a) **Account Payee Demand Draft** or **Fixed Deposit Receipt** or as indicated in supply order drawn on any scheduled commercial bank in India, in favour of the official of the purchaser as indicated in SCC under Section V.

   b) **Bank Guarantee** issued by a scheduled commercial bank in India, in the prescribed form as provided in Section XV of this document.

5.3 In the event of any loss due to supplier’s failure to fulfill its obligations in terms of the contract, the amount of the performance security shall be payable to the purchaser to compensate the purchaser for the same.

5.4 In the event of any amendment issued to the contract, the supplier shall, within twenty-one days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

5.5 Subject to GCC sub-clause 5.3 above, the purchaser will release the performance security without any interest to the supplier on completion of the supplier’s all contractual obligations including the warranty obligations.

6. **Technical Specifications and Standards**

6.1 The Goods & Services to be provided by the supplier under this contract shall conform to the technical specifications and quality control parameters mentioned in “Technical Specification” and ‘Quality Control Requirements’ under Sections VII and VIII of this document.
7. **Packing and Marking**

7.1 The **packing** for the **goods** to be provided by the supplier should be **strong and durable enough to withstand**, without limitation, the entire journey during transit including transshipment (if any), **rough handling, open storage** etc. without any **damage, deterioration** etc. As and if necessary, the **size, weights and volumes** of the **packing cases** shall also take into **consideration**, the remoteness of the **final destination** of the goods and **availability or otherwise** of **transport and handling facilities** at all points during transit up to **final destination** as per the contract.

7.2 The **quality of packing**, the manner of **marking within & outside the packages** and provision of **accompanying documentation** shall strictly comply with the requirements as provided in **Technical Specifications and Quality Control Requirements under Sections VII and VII and in SCC under Section V**. In case the **packing requirements** are amended due to issue of any amendment to the contract, the same shall also be **taken care of** by the **supplier accordingly**.

7.3 **Packing instructions:**

Unless otherwise mentioned in the **Technical Specification and Quality Control Requirements under Sections VII and VII and in SCC under Section V**, the **supplier shall make separate packages for each consignee** (in case there is more than one **consignee mentioned in the contract**) and **mark each package on three sides** with the following with **indelible paint of proper quality**:

a. contract number and date  
b. brief description of goods including quantity  
c. packing list reference number  
d. country of origin of goods  
e. consignee’s name and full address and  
f. supplier’s name and address

8. **Inspection and Quality Control**

8.1 The **purchaser and/or its nominated representative(s) will**, without any **extra cost to the purchaser**, inspect and/or test the ordered goods in the purchaser’s premises only and the related services to confirm their conformity to the contract specifications and other quality control details incorporated the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser’s programme for such inspection and, also the **identity of the officials** to be deputed for this purpose.

8.2 The **Technical Specification and Quality Control Requirements incorporated in the contract shall specify** what inspections and tests are to be carried out and, also, where and how they are to be conducted.

8.3 If during such inspections and tests the contracted goods fail to conform to the required **specifications and standards**, the purchaser’s inspector may reject them and the supplier shall either **replace the rejected goods** or make all alterations necessary to meet the specifications and standards, as required, **free of cost to the purchaser and resubmit the same to the purchaser’s inspector for conducting the inspections and tests again**.
In any case sampling/inspection will only be done in the Purchaser's premises.

If the supplier provide the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.

The purchaser's contractual right to inspect, test and, if necessary, reject the goods after receipt of the goods' arrival at the final destination at the time of actual use shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during the inspection just after arrival at purchaser's premises.

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

9. **Terms of Delivery**

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

10. **Transportation of Goods**

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

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

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

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

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

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

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

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

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

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

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

11. Insurance:

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

i) Wherever necessary, the goods supplied under the contract shall be fully insured in a freely convertible currency in the manner specified in the contract. If considered necessary, the insurance may be done for coverage on “all risks” basis including war risks and strike clauses. The amount to be covered under insurance should be sufficient to take care of the overall expenditure, which may be incurred due to any such damage, loss etc at the risk of the supplier.

ii) where delivery of imported goods offered from abroad is required by the purchaser on CIF/CIP basis, the supplier shall arrange for insurance for an amount equal to one hundred and ten percent of the CIF or CIP value of the goods from “warehouse to warehouse” (final destination) on “all risks” basis including war risks and strikes and pay for the insurance, making the purchaser as the beneficiary.

iii) Where delivery is on FOB/FAS basis, marine/air insurance shall be the responsibility of the purchaser.
iv) in case of supply of domestic goods on CIP destination basis, the supplier shall be responsible till the entire stores contracted for arrive in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier in its own name and not in the name of the Purchaser or its Consignee.

12. **Spare parts**: NOT APPLICABLE

13. **Incidental services**: not applicable

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

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

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

(i) For **Domestic Goods**

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

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>a)</td>
<td>Supplier’s Invoice indicating, <em>interalia</em> description and specification of the goods, quantity, unit price, total value;</td>
</tr>
<tr>
<td>b)</td>
<td>Packing list;</td>
</tr>
<tr>
<td>c)</td>
<td>Certificate of country of origin;</td>
</tr>
<tr>
<td>d)</td>
<td>Insurance certificate;</td>
</tr>
<tr>
<td>e)</td>
<td>Railway receipt/Consignment note;</td>
</tr>
<tr>
<td>f)</td>
<td>Manufacturer’s guarantee certificate and in-house inspection certificate;</td>
</tr>
<tr>
<td>g)</td>
<td>Inspection certificate issued by purchaser’s inspector</td>
</tr>
<tr>
<td>h)</td>
<td>Expected date of arrival of goods at destination</td>
</tr>
<tr>
<td></td>
<td>And</td>
</tr>
<tr>
<td>i)</td>
<td>Any other document(s) as and if specifically mentioned in the contract</td>
</tr>
</tbody>
</table>

(ii) For **imported Goods offered from Abroad**

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

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

15. **Warranty**: If applicable, as per supply order.

16. **Assignment**

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

17. **Sub Contracts**

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

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

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

18. **Modification of contract**

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

   a) Specifications, where goods to be supplied under the contract are to be specially manufactured for the purchaser,

   b) mode of packing,

   c) mode of dispatch,

   d) place of delivery, and

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

19. **Prices**

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

20. **Taxes and Duties**

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

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

21. **Terms and Mode of Payment**

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

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

21.3 The payment shall be made in the currency / currencies authorized in the contract.

21.4 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, as specified in SCC and in a manner as also specified therein.

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

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

   a) Original Invoice
   b) Packing List
c) Certificate of country of origin of the goods
d) Certificate of pre-dispatch inspection by purchaser’s representative
e) Manufacturer’s test certificate
f) Certificate of Insurance
g) Bill of lading/Airway bill/Rail receipt or any other dispatch document, issued by a government agency (like postal department) or an agency duly authorized by the concerned ministry/department
h) Consignee’s Certificate confirming receipt and acceptance of goods

21.7 While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty, custom duty) from the purchaser, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the purchaser, the purchaser’s share out of such refund received by the supplier. The supplier shall also refund the applicable amount to the purchaser immediately on receiving the same from the concerned authorities.

21.8 In case where the supplier is not in a position to submit its bill for the balance payment for want of receipted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee’s receipt certificate after three months from the date of advance payment subject to the following conditions:

(a) The supplier will make good any defect or deficiency that the consignee(s) may report within six months from the date of dispatch of goods.

(b) Delay in supplies, if any, has been regularized.

(c) The contract price where it is subject to variation has been finalized.

(d) The supplier furnishes the following undertakings:

“I/We, ___________________ certify that I/We have not received back the Inspection Note duly receipted by the consignee or any communication from the purchaser or the consignee about non-receipt, shortage or defects in the goods supplied. I/We ______ agree to make good any defect or deficiency that the consignee may report within three months from the date of receipt of this balance payment.

22. **Delay in the supplier’s performance**

22.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the purchaser in the List of Requirements and as incorporated in the contract.
22.2 Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:
(a) imposition of liquidated damages,
(ii) Forfeiture of its performance security and
(iii) Termination of the contract for default.

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

22.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:
(a) The purchaser shall recover from the supplier, under the provisions of the clause 23 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.

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

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

23. **Liquidated damages**

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

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

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

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

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

25. **Termination for insolvency**

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

26. **Force Majeure**

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

26.2 For purposes of this clause, **Force Majeure** means an event beyond the control of the supplier and **not involving the supplier's fault or negligence** and **which is not foreseeable**. Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, and freight embargoes.

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

26.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding **sixty days**, either party may at its option **terminate the contract** without any financial repercussion on either side.
26.5 In case due to a Force Majeure event, the purchaser is unable to fulfill its contractual commitment and responsibility, the purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

27. **Termination for convenience**

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

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

   a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or

28. **Governing language**

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

29. **Notices**

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

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

30. **Resolution of disputes**

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

30.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty one days of its occurrence, then, unless otherwise provided in the SCC, either the purchaser or the supplier may give notice.

**Venue of Arbitration:** The venue of arbitration shall be the place from where the contract has been issued.
31. **Applicable Law**

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

------------- x -------------

**SECTION - V**

**SPECIAL CONDITIONS OF CONTRACT (SCC)**

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

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

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

1. **Table:**

<table>
<thead>
<tr>
<th>S. No</th>
<th>GCC Content</th>
<th>GCC Clause No.</th>
<th>Topic</th>
<th>SCC Provision</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>shall be acceptable; &amp; Banker’s Cheque shall not be accepted; however, Bank Guarantee shall be acceptable in the format given in Section-XV of this Bid Document.</td>
</tr>
<tr>
<td>2.</td>
<td>Warranty</td>
<td>15.</td>
<td>Warranty</td>
<td>Not Applicable, as the Feed Items are Consumables;</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>however, the quality of supply of Compound Cattle Feed must meet the desired technical specification</td>
</tr>
</tbody>
</table>

2. The firm should also upload the copies of the following documents essentially to make them technically qualified and responsive for considering their financial bid.

(a) Scanned copy of Earnest Money as required in the Tender.
(b) Scanned Copy of Questionnaire.
(c) Scanned Copy of GSTIN in the Name of the firm/Proprietor in the field of Feed Ingredients.
(d) Scanned Copy of PAN Card in the name of the firm/Proprietor.
(e) Scanned Copy of 03 Years experience certificate for satisfactory supply of Animal Feed Ingredients in ICAR Institutes/Universities/Autonomous Bodies/Big Corporate Sector/any
other Govt. Deptt./Organisations of repute which will be judged by the Institute at its discretion to consider.

(f) Scanned Copy of profit & loss and balance sheet of the firm for last 3 years i.e. 2014-15, 2015-16 & 2016-17 certified by the Chartered Accountant having minimum turnover not less than Rs.1.50 Crores in each of the financial year failing which the firm will not be considered as technically responsive.

(g) Scanned Copy of income tax return for the year 2014-15, 15-16 & 16-17.

(h) Scanned Copy of Cancelled Cheque of the bank in which the firm maintains its account.

(i) Scanned Copy of Undertaking.

(j) Scanned Copy of Client’s List.

3. The supply will be accepted on net weight basis.

4. The supply will be accepted on any working day during office hours from 10.00AM to 3.30 P.M.

5. Rejected supply on visual verification report of Inspector/Inspection Committee of the Institute and any excess quantity supplied must be lifted within a week failing which demurrage charges will be imposed @Rs.20/- per week per 50 Kg bag of Feed Ingredients/Grain.

6. The supply should be made in the stipulated period effective from 1st week of month. In case the material do not conform with our specifications and rejected, the rejected material will be replaced by appropriate quality required by the Institute within 10 days, otherwise purchase will be made at the supplier’s risk and cost, and they will be liable to bear any loss which the Institute may sustain on that account. Also demurrage charges as indicated in clause 5 above will be imposed from the 11th day of the supply if not lifted in time.

7. Payment will be made after submission of bills in proper format alongwith all required documents after satisfactory quality and quantity verification.

8. The Institute may make second analysis of the ingredient/grain in case it is felt at the discretion of the Institute and NOT on the request of the supplier.

9. Performance Security @10% of the ordered value has to be deposited in the form of Bank Draft/FDR/Bank Gaurantee as already indicated within 10 days of placing order. The instrument should be from a scheduled commercial bank.

10. Empty plastic bags will not be returned.

11. Liquidation damage forfeiting the EMD/Security Money shall be imposed as per GCC Clause 23, if the supplier fails to deliver any or all the goods within the time period specified in the contract. Deduction may also be made from the running bill of the firm if it is felt necessary.

12. Packaging:- The material should be packed in clean & sound plastic/gunny bag preferably 50 Kgs in each bag. The mouth of each bag should be properly stitched or sealed.

13. Single rate should be quoted for entire quantity of particular feed ingredient/grain to be supplied. Conditional tender will be outrightly rejected.

14. The Bid Security/EMD for the item will be as follows:-

| A) Cattle Feed (Both) | Rs. 100000/- |
15. The Tender/Bidding Document may be downloaded from https://eprocure.gov.in/eprocure/app for online submission of bid in the same portal.

16. The Bid should be submitted in two parts of bid (Techno-Commercial Bid) i.e. Technical Bid and Financial Bid (BOQ). Financial Bid of a firm will only be opened once its technical bid is found to be responsive. No manual Bid will be considered. Any change/modification in the Tender Document/Schedule of Tender will be intimated by corrigendum in the aforesaid website. The names of the responsive firms of technical bid and financial bid will also be uploaded in the same Website for the information of the bidders.

17. In case of any dispute between the purchaser and the supplier, it may be referred to the arbitrator nominated by the Secretary, ICAR as per Arbitration Act, 1996 and the Venue of Arbitration shall be ERS of NDRI, Kalyani, Nadia (W.B).

18. HEAD, ERS of NDRI, Kalyani reserves the right to reject any or all tenders without assigning any reasons.

Acceptance of the Terms & Conditions by the Bidders

Signature of the Tenderer with Seal.
## LIST OF REQUIREMENTS

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description of the Item</th>
<th>Qty (in quintals)</th>
</tr>
</thead>
<tbody>
<tr>
<td>i)</td>
<td>Compound Cattle Feed</td>
<td>2190</td>
</tr>
<tr>
<td>ii)</td>
<td>Calf Starter Meal</td>
<td>109.5</td>
</tr>
</tbody>
</table>

**EMD** (as per SCC Clause 14) is required for submitting **Bid** for **Rate Contracts**.

### Terms of Delivery and Destination:

ICAR-NDRI, ERS, Kalyani-741235, Distt. Nadia, (West Bengal)

For execution of Supply Order of Animal Feed Ingredients, the supply will be made as per following schedule.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Compound Cattle Feed</td>
<td>2190</td>
<td>547.5</td>
<td>547.5</td>
<td>547.5</td>
<td>547.5</td>
</tr>
<tr>
<td>2</td>
<td>Calf Starter Meal</td>
<td>109.5</td>
<td>27.5</td>
<td>27.5</td>
<td>27.5</td>
<td>27</td>
</tr>
</tbody>
</table>

**Note:** Price quoted shall be in Indian Rupees, unless any Feed Ingredient is imported.

**Packing:** The consignment may be dispatched in a fresh newly bags. An amounting Rs. 50/- Per Bag will be deducted in case the material dispatched in old/Torn Bags.

**Payment:** will be made within one month from the date of receipt of material and bill/ as per GCC Clause

**Taxes & Duties:** Supplier may show full GST etc. as no Form “C” or “D” will be issued by the Institute.
TECHNICAL SPECIFICATIONS

ANIMAL FEED INGREDIENTS

All the feed ingredients to be used in following Compound Feed. It must be good, fresh normal colour, & texture, free from obnoxious odour, free from dust, fungi, insects, free form matty, clumpy, damaged material. All the ingredients must be palatable, free from harmful ingredients and conventional in nature.

Quality criteria for final acceptance/prorata deduction/rejection:-

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Characteristics</th>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Compound Cattle Feed</td>
</tr>
<tr>
<td>1</td>
<td>Moisture, percent by mass (maximum)</td>
<td>11.0</td>
</tr>
<tr>
<td>2</td>
<td>Crude Protein (N x 6.25), percent by mass (minimum)</td>
<td>20.0</td>
</tr>
<tr>
<td>3</td>
<td>Crude fat, percent by mass (minimum)</td>
<td>2.5</td>
</tr>
<tr>
<td>4</td>
<td>Crude fibre, percent by mass (maximum)</td>
<td>12.0</td>
</tr>
<tr>
<td>5</td>
<td>Acid insoluble ash, percent by mass (maximum)</td>
<td>4.0</td>
</tr>
<tr>
<td>6</td>
<td>Salt (as NaCl), percent by mass (maximum)</td>
<td>1.0</td>
</tr>
<tr>
<td>7</td>
<td>Calcium (as Ca), percent by mass (minimum)</td>
<td>0.8</td>
</tr>
<tr>
<td>8</td>
<td>Total Phosphorus, percent by mass (minimum)</td>
<td>0.5</td>
</tr>
<tr>
<td>9</td>
<td>Aflatoxin B1 (ppb) (maximum)</td>
<td>20.0</td>
</tr>
</tbody>
</table>

( Note: The values for requirement given in serial no. 2 to 9 are on moisture-free basis. Both the feeds should be free from urea.)

Terms for compound cattle feed and calf starter feed supply:

1) The supplied feed ingredients should be free from insect infestation, fungus, stale odor, lumps, and other undesirable extraneous material. After receiving feed at the institute, feed quality control laboratory of the ERS of NDRI, Kalyani will take the sample and will submit report. Material will be only be accepted after receiving satisfactory report. If the quality is not as per specifications but within acceptable limits, pro-rata deduction will be made. Beyond the acceptable limits the feeds can be rejected and firm will have to lift the material at their own cost.
2) The feed be received in plastic /jute bags on net weight basis. Packing material cost i.e cost of bags are to be borne by the supplier. Packing material will be property of the institute. In case of using poor quality packing bags appropriate deduction will be made.

3) Supply will be FOR institute go dawn. Loading, transporting, unloading at NDRI, ERS, Kalyani, Distt. Nadia (W.B.)-741235.

4) The total quantity will be received as per the schedule mentioned. Required quantity can be increased/reduced by 50% by the competent authority of the institute.

In case of inability of supplier to maintain quality or inability to follow required supply schedule, the contract can be terminated and suppliers’ security will be forfeited.

SECTION-VIII

QUALITY CONTROL REQUIREMENTS

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Quality Control Condition</th>
<th>Quality Control Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Quality Inspection Stages</td>
<td>The quality of feeds will be inspected before unloading in the Central Stores of this Institute as well as inspected also in the Quality Control Laboratory. The inferior materials not meeting the prescribed Technical Specifications will be rejected at no cost to this Institute.</td>
</tr>
</tbody>
</table>
### QUALIFICATION CRITERIA FOR THE TECHNICAL BID

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bid Security of required amount (EMD)</td>
</tr>
<tr>
<td>2</td>
<td>Duly signed a complete Questionnaire</td>
</tr>
<tr>
<td>3</td>
<td>Copy of GSTIN in the Name of the firm/Proprietor in the field of Feed Ingredients.</td>
</tr>
<tr>
<td>4</td>
<td>Copy of PAN Card in the name of firm/Proprietor.</td>
</tr>
<tr>
<td>5</td>
<td>Copy of 03 Years experience certificate for satisfactory supply of Animal Feed in ICAR Institutes/Universities/Autonomous Bodies/Big Corporate Sector/any other Govt.Deptt./Organisations of repute which will be judged by the Institute at its discretion to consider.</td>
</tr>
<tr>
<td>6</td>
<td>Copy of income tax return for the year 2014-15, 15-16 &amp; 16-17, Copy of Cancelled Cheque of the bank in which the firm maintains its account, Copy of Undertaking and Copy of List of Clients.</td>
</tr>
<tr>
<td>7</td>
<td>Minimum turnover of firm of Rs. 50.00 Lakhs during each of last 3 years i.e. 2014-15, 15-16 &amp; 16-17 (To be substantiated by providing Chartered Accountant certified copies of Balance Sheets, Profit &amp; Loss Statement, Cash Flow Statements etc).</td>
</tr>
<tr>
<td>8</td>
<td>Bid validity Acceptance for 90 days after the date of Bid submission.</td>
</tr>
<tr>
<td>9</td>
<td>Banker detail and Bank Account No. (certified copy)</td>
</tr>
<tr>
<td>10</td>
<td>Past Business Reputation : <strong>No Blacklisting from any Govt. Deptt./Organizations</strong>, during last 5 years.</td>
</tr>
</tbody>
</table>

Signature of Bidder
UNDERTAKING

To

………………………………..
………………………………..
……………………………….

(Complete address of the purchaser)

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

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

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

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

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

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

Dated this………………….day of…………………. 200…

………………………….
(Signature)

………………………….
(Name and designation)

Duly authorised to sign tender for and on behalf of

…………………………………….
…………………………………..
To

The HEAD,
NATIONAL DAIRY RESEARCH INSTITUTE
KALYANI-741235 (WEST BENGAL), INDIA.

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

Sir,

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

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

If our bid is accepted, we will provide you with performance security as per the instructions specified in GCC clause 5 and in a form acceptable to you in terms of GCC clause 5.2 for a sum equivalent to 10% (ten percent) of the contract price for the due performance of the contract.

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

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

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

Dated this…………………………day of ……………200…….……………………

Signature
(in the capacity of)
Duly authorized to sign bid for and on behalf of
### QUESTIONNAIRE (Part –A)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Details of relevant Information sought</th>
<th>Bidder’s Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name of Firm</td>
<td>: ……</td>
</tr>
<tr>
<td>2.</td>
<td>Date of Establishment of Firm</td>
<td>: ……</td>
</tr>
<tr>
<td>3.</td>
<td>Legal Status of Firm</td>
<td>: ……</td>
</tr>
<tr>
<td></td>
<td>[Whether Sole Proprietary-ship/ Cooperative, Partnership Firm/Company (under Company Act)/Society/Central PSU/State PSU or so?]</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Firm’s Registration. No. &amp; Date</td>
<td>: ……</td>
</tr>
<tr>
<td>5.</td>
<td>Copy of Registration. Certificate</td>
<td>: …….. (To be enclosed)</td>
</tr>
<tr>
<td>6.</td>
<td>Annual Turn-over during last 3 years</td>
<td>: 2014-15:</td>
</tr>
<tr>
<td></td>
<td>(alongwith copies of related Financial Statements e.g. Balance Sheets, Profit &amp; Loss Statement, Cash Flow Statement etc.)</td>
<td>2015-16:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2016-17:</td>
</tr>
<tr>
<td>7.</td>
<td>Nos. of Purchase Orders received each year, for Compound Cattle Feed and Animal Feed Ingredients during last 3 years</td>
<td>: 2014-15:</td>
</tr>
<tr>
<td></td>
<td>[alongwith copies of PO(s)]</td>
<td>2015-16:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2016-17:</td>
</tr>
<tr>
<td>8.</td>
<td>Address of the firm with contact No.</td>
<td>: …….</td>
</tr>
<tr>
<td>9.</td>
<td>Name of Proprietor of Firm (In case of Govt. Firm, Name &amp; Designation of Chief Executive Officer), alongwith Address, Tel. No., Fax No. &amp; e.mail address</td>
<td>: …….</td>
</tr>
<tr>
<td>10.</td>
<td>Details of Blacklisting from any Govt. Deptt./Organizations, if any during last 5 years.</td>
<td>: If so, the firm must also provide the detailed reasons for its blacklisting, for consideration of its Bid on overall Merits, if any.</td>
</tr>
</tbody>
</table>

Signature of Bidder :
[Either “Proprietor” or “Authorized Signatory” (Enclosing the Letter of Authority From Proprietor)]

Signatory’s Name:
Business Address:
QUESTIONNAIRE (Part – B)

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

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

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

1. Brief description and of goods and services offered:

2. Offer is valid for acceptance upto : .............................................

3. Your permanent Income Tax A/C No.:

4. Attach certified copy of your latest/current Income Tax clearance certificate

5. Status:

   (a) Are you currently registered with the Directorate General of Supplies & Disposals (DGS&D), New Delhi, and/or the National Small Industries Corporation (NSIC), New Delhi, and/or the present purchaser and/or the Directorate of Industries of the concerned State Government for the goods quoted? If so, indicate the date up to which you are registered and whether there is any monetary limit imposed on your registration.

   (b) Are you currently registered under the Indian Companies Act, 1956 or any other similar Act?

Please attach certified copy(s) of your registration status etc. in confirmation to your answer(s) to above queries.

6. Please indicate name & full address of your Banker(s):

7. Please state whether business dealings with you currently stand Suspended/banned by any Ministry/Deptt. of Government of India or by any State Govt.

.............................................
(Signature with date)

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

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

For and on behalf of

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

(Name, address and stamp of the Bidding firm)
BANK GUARANTEE FORM FOR EMD

(NOT APPLICABLE FOR THIS RATE CONTRACT)

Whereas ..............................................................(hereinafter called the “Tenderer”) has submitted its quotation dated..............................................................for the supply of ........................................................................(hereinafter called the “Tender”) against the purchaser’s tender enquiry No. ....................................................................................................

Know all persons by these presents that we ............................................................... of ..........................................................................................registered office at ..................................................................................................................are bound unto ......................................................................................................................in the sum of ..........................................................................................................................for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this .......... day of .................20......

The conditions of this obligation are —

(1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.

(2) If the Bidder having been notified of the acceptance of his Bid by the Purchaser during the period of its validity:-

a) fails to refuses to furnish the Performance Security for the due performance of the contract.

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

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

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

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

............................................................... 
Name and designation of the officer

Seal, name & address of the Bank and address of the Branch
**SECTION – XIV**

**MANUFACTURER’S AUTHORISATION FORM**

To,

The Hon’ble HEAD,
National Dairy Research Institute (ICAR),
Kalyani-741235 (West Bengal), India

Ref.: Your Bid Document No.

Dear Sirs,

We,…………………………………………………. (name and description of the goods offered in the tender) having factories at ……………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………...
To,

The Hon’ble HEAD,
National Dairy Research Institute (ICAR),
Kalyani-741235 (West Bengal), India

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

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

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

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

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

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

This guarantee shall be valid upto and including the 30th day of September/2018.

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

.........................................................................................
Name and designation of the officer

.........................................................................................
Seal, name & address of the Bank and address of the Branch
SECTION – XVI

CONTRACT FORM

PURCHASE SECTION
NATIONAL DAIRY RESEARCH INSTITUTE
(Deemed University)
(Indian Council of Agricultural Research)
KALYANI-741235 (W.B) INDIA

F.No.10-12(2)/CF/ERS/2018-19/ Dated: __.__. 2018

Contract No………….. dated………….

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

1. Name & address of the Supplier : ………………………………………..
2. Purchaser’s Bidding Document F.No.10-12(2)/CF/ERS/2018-19/ dated_______ and Subsequent amendment number…………., dated……..(if any), issued by the purchaser
3. Supplier’s Bid No………. dated……. and subsequent communication(s) No………… dated …….. (if any), exchanged between the supplier and the purchaser in connection with this tender.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paras 2 and 3 above, shall be deemed to form and be read and construed as part of this contract :

   (i) General Conditions of Contract;
   (ii) Special Conditions of Contract;
   (iii) List of Requirements;
   (iv) Technical Specifications;
   (v) Quality Control Requirements;
   (vi) Bid Form furnished by the supplier;
   (vii) Price Schedule(s) furnished by the supplier in its Bid;
   (viii) Manufacturer’s Authorization Form (if applicable for this Bid);
   (ix) Purchaser’s Notification of Award
Note: The **words** and **expressions** used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the **definitions** and **abbreviations** incorporated under **clause 1 of Section II - ‘General Instructions to Bidders’** of the **Purchaser’s Bidding Document** shall also apply to this contract.

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

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

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Brief description of goods/services</th>
<th>Accounting unit</th>
<th>Quantity to be supplied</th>
<th>Unit Price</th>
<th>Total price</th>
<th>Terms of delivery</th>
</tr>
</thead>
</table>

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

Total value (in figure) ____________ (In words) ___________________________

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

   (iii) **Delivery schedule**:

   (iv) **Quality Control**

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

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

   (v) **Destination and dispatch instructions**:

   (vi) **Consignee, including port consignee, if any**:

   (vii) **Warranty clause (if any)**
(viii) Payment terms
(ix) Paying authority

……………………………….
(Signature, name and address of the purchaser’s authorised official)
For and on behalf of………

In-charge, Cattle Yard A.A.O. H E A D

Received and accepted this contract

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

For and on behalf of ……………………..
(Name and address of the supplier)

…………………..
(Seal of the supplier)

Date:

Place:

------------- x -------------
Indian Council of Agricultural Research  
National Dairy Research Institute  
Eastern Regional Station  
Kalyani, Nadia (W.B). Pin-741235

No.F.10-12(2)/CF/CY-ERS/18-19/  
Dated: 05.09.2018

NOTICE INVITING TENDER THROUGH E-PROCUREMENT

(Procurement of cattle feed)

Online Bids, under two bid systems, on behalf of the HEAD, ERS of NDRI, Kalyani, Nadia (W.B) are invited from interested registered/well-established/reputed firm/Company through e-tender for procurement of cattle feed. Tender Documents along with a Demand Draft of **Rs.1,00,000/- (Rupees one lakh only)** to be deposited as earnest money (EMD) in favour of ERS of NDRI, Payable at S.B.I., Kalyani(1082) and may be sent to the HEAD, ERS of NDRI, Kalyani, Nadia (W.B). The details of tender is enumeration as given below:

<table>
<thead>
<tr>
<th>No.</th>
<th>F.10-12(2)/CF/CY-ERS/18-19/</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Organization</td>
<td>HEAD, ERS of NDRI, Kalyani, Nadia (W.B).</td>
</tr>
<tr>
<td>Date and time for issue/Publishing</td>
<td>10.09.2018 (11.00 A.M).</td>
</tr>
<tr>
<td>Online Bid Document Download start date</td>
<td>11.09.2018 (11.00 A.M).</td>
</tr>
<tr>
<td>Online Bid Document Submission Start date</td>
<td>12.09.2018 (11.00 A.M).</td>
</tr>
<tr>
<td>Online Bid Document Submission End date</td>
<td>04.10.2018 (11.00 A.M).</td>
</tr>
<tr>
<td>Online Bid (Technical) Opening date</td>
<td>05.10.2018 (11.00 A.M).</td>
</tr>
<tr>
<td>Address for Communication</td>
<td>The HEAD, ERS of NDRI, Kalyani, Nadia (W.B).</td>
</tr>
</tbody>
</table>

HEAD