

Navsari Agricultural University
Directorate of Research and Dean PG Studies
Navsari –396450

NATIONAL COMPETITIVE BIDDING

FOR

Purchase of Scientific Instruments/Machineries
Under NAHEP-CAAST Sub-project

BID REFERENCE	:	NAU/DR/CAAST/01/2020-21
DATE OF COMMENCEMENT OF BIDDING PROCESS	:	24/07/2020
DATE OF PRE-BID MEETING	:	05/08/2020 at 14.30 hrs
LAST AND TIME FOR SUBMISSION OF BIDS	:	24/08/2020 upto 17.30 hrs
TIME AND DATE OF OPENING OF BIDS	:	25/08/2020 at 10.30 hrs
PLACE OF OPENING OF BIDS AND PRE-BID CONFERENCE	:	O/O Directorate of Research & Dean PG studies, Navsari agricultural University, Navsari
ADDRESS FOR COMMUNICATION	:	Principal Investigator & Nodal Officer, NAHEP-CAAST, Navsari Agricultural University, Navsari-396450 (Gujarat), India email: tahlawat4@gmail.com caastnau@gmail.com

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SECTION I: INVITATION FOR BIDS (IFB)

NATIONAL COMPETITIVE BIDDING FOR THE SUPPLY OF GOODS / EQUIPMENT

SECTION - I. INVITATION FOR BIDS (IFB)

Date : 24th July 2020
Identification Number : NAU/DR/CAAST/01/2020-21

1. The Government of India has received a credit from the International Development Association toward the cost of the National Agricultural Higher Education Project, and it intends to apply part of the proceeds of this credit to payments under the contract for which this IFB is issued.
2. Principal Investigator & Nodal Officer(NAHEP-CAAST), Navsari Agricultural University, Navsari-396450 (Gujarat), India invites sealed bids from eligible and qualified bidders for supply of goods / equipment as listed below.

Schedule No. 1				
S. No.	Brief Description of Equipment	Quantity (In No.)	Bidding Process charge (INR)	Bid Security Amount in Indian Rs.
1	GC- MS/MS	1	5000/-	1,50,000/-
2	LC-MS/MS	1	5000/-	3,60,000/-
3	Aseptic Processing Line with FFS system	1	5000/-	1,60,000/-

Bidders may quote for one or more schedules. Each schedule will be evaluated individually. Further Bid document Price and Bid security shall be furnished separately

Bidders may quote for one or more schedules. Each schedule will be evaluated individually. Further Bid processing charge and Bid security amount shall be furnished separately.

3. The list of Goods required including quantity, location, delivery period etc. are given in the Schedule of Requirements, contained in the Section-V of the bidding document.
4. Bidding will be conducted through the National Competitive Bidding (NCB) procedures as specified in the World Bank's Guidelines: Procurement of Goods, Works and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers (Procurement Guidelines) – 2011 revised July 2014 and is open to all eligible bidders as defined in procurement Guidelines, In addition, please refer to paragraphs 1.6 and 1.7 of the Guidelines setting forth the World Bank's policy on conflict of interest.
5. Interested eligible bidders may obtain further information from, Principal Investigator & Nodal Officer, NAHEP-CAAST, Navsari Agricultural University, Navsari-396450 (Gujarat), India Email: tahlawat4@gmail.com and inspect the Bidding Documents at the address given below from 24th July 2020 to 24th August 2020 between 10.30 Hrs to 17.30 Hrs on all working days.
6. The complete set of bidding documents in English may be downloaded by interested bidders from "Tenders" section of webpage of free to access host website www.nau.in. Please note that in case of any discrepancy between the documents downloaded by the prospective bidder and the Bidding Documents (hard copy) of Navsari Agricultural University, Navsari, the latter shall prevail.

7. The non-refundable charge of participating in bidding process is INR.5000/-. The method of payment will be by Demand Draft in drawn in favour of “**PI & Nodal Officer, NAHEP-CAAST, NAU, Navsari**”, payable at Navsari. Bidders have to submit the bid fee payment document along with other document on or before the last date.
8. The provisions in the Instructions to Bidders and in the General Conditions of contract are based on the provisions of the World Bank Standard Bidding Document - Procurement of Goods.
9. All bids must be accompanied by a “Bid Security and Bid document Price” separately as per the form specified in the “Section IV – Bidding Forms” of the bidding document for the amount in local currency (INR). The requirement of bid security for each Schedule is specified in para 3 above.
10. Bids accompanied by bid security must be delivered to the above mentioned address for communication on or before 04:30 PM on 24th August 2020 and will be opened on 25th August 2020 at 10:30 AM in the presence of the bidders or there designated representative who choose to attend. In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser’s office, the due date for bid receipt and opening of bids will be the following working day at the appointed time and venue.
11. Bids must be delivered to the address mentioned in para 5 above on or before 24th August 2020 by 17.30 hrs. (IST). Electronic bidding will not be permitted. Late bids will be rejected.
12. Any query or clarification regarding the items mentioned in schedule 1 & 3,, the bidders have to contact to the concern scientists on mentioned below:

S.No.	Brief Description of Equipment	Contact No.
1	GC- MS/MS	9998286581
2	LC-MS/MS	
3	Aseptic Processing Line with FFS system	9913753252

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A. Introduction

1. Source of Funds

The Government of India has received a credit from the International Development Association toward the cost of the National Agricultural Higher Education Project, and it intends to apply part of the proceeds of this credit to payments under the contract for which this IFB is issued

2. Eligible Bidders

This Invitation for Bids is open to all suppliers from eligible source countries as defined in *Guidelines: Procurement under IBRD Loans and IDA Credits*, May 2004, hereinafter referred as the *IBRD Guidelines for Procurement*, except as provided hereinafter.

Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.

Government-owned enterprises in the Purchaser's country may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Purchaser.

Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank in accordance with ITB Clause 36.1.

3. Eligible Goods and Services

All goods and ancillary services to be supplied under the Contract shall have their origin in eligible source countries, defined in the *IBRD Guidelines for Procurement* and all expenditures made under the Contract will be limited to such goods and services.

For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced or from which the ancillary services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

4. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and Principal Investigator & Nodal Officer, NAHEP-CAAST, Navsari Agricultural University, Navsari-396450 (Gujarat), India, hereinafter referred to as "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

5. Content of Bidding Documents

The goods required, bidding procedures and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:

- (a) Instruction to Bidders (ITB);
- (b) General Conditions of Contract (GCC);
- (c) Special Conditions of Contract (SCC);
- (d) Schedule of Requirements;
- (e) Technical Specifications;
- (f) Bid Form and Price Schedules;
- (g) Bid Security Form;
- (h) Contract Form;
- (i) Performance Security Form;
- (j) Performance Statement Form;
- (k) Manufacturer's Authorization Form;
- (l) Bank Guarantee for Advance Payment Form; and
- (m) Equipment and Quality Control Form.

The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

6. Clarification of Bidding Documents

A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by telex or cable or fax at the Purchaser's mailing address indicated in the Invitation for Bids. The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than 15 days prior to the deadline for submission of bids prescribed by the Purchaser. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders which have received the bidding documents.

7. Amendment of Bidding Documents

At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.

All prospective bidders who have received the bidding documents will be notified of the amendment in writing or by cable or by fax, and will be binding on them.

In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

8. Language of Bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the translation shall govern.

9. Documents Constituting the Bid

The bid prepared by the Bidder shall comprise the following components:

- (a) Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11 and 12;
- (b) Documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
- (c) Documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and
- (d) Bid security furnished in accordance with ITB Clause 15.

10. Bid Form

The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices.

11. Bid Prices

The Bidder shall indicate on the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract. To this end, the Bidders are allowed the option to submit the bids for any one or more schedules specified in the 'Schedule of Requirements' and to offer discounts for combined schedules. However, Bidders shall quote for the complete requirement of goods and services specified under each schedule on a single responsibility basis, failing which such bids will not be taken into account for evaluation and will not be considered for award.

Prices indicated on the Price Schedule shall be entered separately in the following manner:

- i. The price of the goods, quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable), including all duties and sales and other taxes already paid or payable:
 - A. on components and raw material used in the manufacture or assembly of goods quoted ex-works or ex-factory; or
 - B. on the previously imported goods of foreign origin quoted ex-showroom, ex-warehouse or off-the- shelf.
- ii. Any Indian duties, sales and other taxes which will be payable on the goods if this Contract is awarded;
- iii. The price for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination; and
- iv. The price of other incidental services listed in Clause 8 of the Special Conditions of Contract.

The Bidder's separation of the price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

Fixed Price. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 24.

12. Bid Currencies

Prices shall be quoted in Indian Rupees only.

13. Documents Establishing Bidder's Eligibility and Qualifications

Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 2.

The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the Purchaser's satisfaction:

(a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized (as per authorization form in Section XII) by the goods' Manufacturer or producer to supply the goods in India.

[Note: Supplies for any particular item in each schedule of the bid should be from one manufacturer only. Bids from agents offering supplies from different manufacturer's for the same item of the schedule in the bid will be treated as non-responsive.]

(b) that the Bidder has the financial, technical, and production capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in Section VI-A. To this end, all bids submitted shall include the following information:

(i) The legal status, place of registration and principal place of business of the company or firm or partnership, etc.;

(ii) Details of experience and past performance of the bidder on equipment offered and on those of similar nature within the past three/five years and details of current contracts in hand and other commitments (suggested proforma given in Section XI);

(iii) Any specific term which has been imposed by the purchaser is binding to all bidders regarding the bids for providing the instruments enlisted in Section V : (Part 1)Schedule of requirement

(iv) The bidder intended to quote for items mentioned in S.No1 & 2 of Schedule1 i.e. GC-MS/MS and LC-MS/MS, has to mandatorily quote for both items and qualify for both them. Bid received for single item either for GC-MS/MS or LC-MS/MS leads to direct disqualification without any consideration. Further, the bidder has to take note that the comparison of the offer for the items in Section V part 1 Schedule no 1 &2 will be made on the basis of the **total cumulative price** quoted for the above three instruments.

14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

1. Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.
2. The documentary evidence of the goods and services eligibility shall consist of a statement in the Price Schedule on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment.
3. The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of:
4. A detailed description of the essential technical and performance characteristics of the goods;
5. a list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two years, following commencement of the use of the

goods by the Purchaser; and

6. an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.
7. For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

15. Bid Security

- Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount as specified in Section-V - Schedule of Requirements.
- The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.

The bid security shall be denominated in Indian Rupees and shall:

- at the bidder's option, be in the form of either a certified cheque, or demand draft payable at Navsari, from a nationalized/Scheduled Bank located in India or by a reputable banking institution selected by the bidder and located abroad in any eligible country;
- be substantially in accordance with one of the form of bid security included in Section VIII or other form approved by the Purchaser prior to bid submission;
- be payable promptly upon written demand by the Purchaser in case any of the conditions listed in ITB Clause 15.7 are invoked;
- be submitted in its original form; copies will not be accepted; and
- Remain valid for a period of 45 days beyond the original validity period of bids, or beyond any period of extension subsequently requested under ITB Clause 16.2.
- Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 above will be rejected by the Purchaser as non-responsive, pursuant to ITB Clause 24.
- Unsuccessful bidder's bid securities will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Purchaser, pursuant to ITB Clause 16.
- The successful Bidder's bid security will be discharged upon the Bidder signing the Contract, pursuant to ITB Clause 34, and furnishing the performance security, pursuant to ITB Clause 35.

The bid security may be forfeited:

If a Bidder

- i. withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or does not accept the correction of errors pursuant to ITB Clause 24.2; or
- ii. In case of a successful Bidder, if the Bidder fails:
- iii. To sign the Contract in accordance with ITB Clause 34; or
- iv. To furnish performance security in accordance with ITB Clause 35.

16. Period of Validity of Bids

- Bids shall remain valid for 90 days after the deadline for submission of bids prescribed by the Purchaser, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or telex or fax). The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid

security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in ITB Clause 16.3 hereinafter.

- In the case of fixed prices contracts, in the event that the Purchaser requests and the Bidder agrees to an extension of the validity period, the contract price, if the Bidder is selected for award, the bid price shall not be corrected.
- Bid evaluation will be based on the bid prices without taking into consideration the above corrections if any.

17.Format and Signing of Bid

- The Bidder shall prepare **only one set of bid** clearly marking as "Original Bid" No copies are required.
- The original bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The latter authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.
- Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the bid.
- The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

D. Submission of Bids

18.Sealing and Marking of Bids

- The Bidders shall seal the original bid in envelope duly marking as "original".

The inner and outer envelopes shall be:

- Addressed to the Purchaser at the following address: Principal Investigator & Nodal Officer,NAHEP-CAAST, Navsari Agricultural University, Navsari-396450 (Gujarat), India, Bear the Sch No., Equipment Name, the Invitation for Bids (IFB) number and a statement **"Do not open before 10.30 PM on 25th August, 2020"**
- The envelope shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".
- If the envelope is not sealed and marked as required by ITB Clause 18.2, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.

19.Deadline for Submission of Bids

- a. Bids must be received by the Purchaser at the address specified under ITB Clause 18.2 (a) no later than the time and date specified in the Invitation for Bids (Section I). In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received upto the appointed time on the next working day.
- b. The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance with ITB Clause 7, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20.Late Bids

- Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, pursuant to ITB Clause 19, will be rejected and/or returned unopened to the Bidder.

21.Modification and Withdrawal of Bids

- The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.

- The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITB Clause 18. A withdrawal notice may also be sent by telex or cable or fax but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.
- No bid may be modified subsequent to the deadline for submission of bids.
- No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the bid form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to ITB Clause 15.7.

E. Opening and Evaluation of Bids

22. Opening of Bids by the Purchaser

- The Purchaser will open all bids, in the presence of Bidders' representatives who choose to attend, at **10:30 AM on 25th August, 2020** and in the following location:
- **Office of Directorate of Research, Navsari Agricultural University, Navsari- 396450, Gujarat, India.**
- The Bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time and location on the next working day.
- The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.
- Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.
- The Purchaser will prepare minutes of the bid opening.

23. Clarification of Bids

During evaluation of bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

24. Preliminary Examination

- The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids from Agents, without proper authorization from the manufacturer as per Section XII, shall be treated as non-responsive.
- Where the Bidder has quoted for more than one schedule, if the bid security furnished is inadequate for all the schedules, the Purchaser shall take the price bid into account only to the extent the bid is secured. For this purpose, the extent to which the bid is secured shall be determined by evaluating the requirement of bid security to be furnished for the schedule included in the bid (offer) in the serial order of the Schedule of Requirements of the Bidding document.
- Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the supplier does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.
- The Purchaser may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- Prior to the detailed evaluation, pursuant to ITB Clause 26, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 7). Warranty (GCC Clause 15), Force Majeure (GCC Clause 25), Limitation of liability (GCC Clause

29), Applicable law (GCC Clause 31), and Taxes & Duties (GCC Clause 33) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

- If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

25. Evaluation and Comparison of Bids

The Purchaser will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24 for each schedule separately. No bid will be considered if the complete requirements covered in the schedule is not included in the bid. However, as stated in Para 11, Bidders are allowed the option to bid for any one or more schedules and to offer discounts for combined schedules. These discounts will be taken into account in the evaluation of the bids so as to determine the bid or combination of bids offering the lowest evaluated cost for the Purchaser in deciding award(s) for each schedule.

The Purchaser's evaluation of a bid will exclude and not take into account:

- in the case of goods manufactured in India or goods of foreign origin already located in India, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
- any allowance for price adjustment during the period of execution of the Contract, if provided in the bid.
- The Purchaser's evaluation of a bid will take into account, in addition to the bid price (Ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and Excise duty on the finished goods, if payable) and price of incidental services, the following factors, in the manner and to the extent indicated in ITB Clause 26.5 and in the Technical Specifications:
 - Cost of inland transportation, insurance and other costs within India incidental to the delivery of the goods to their final destination;
 - The Annual Maintenance charges (AMC charges with spares) shall be added to the bid price only for evaluation purpose.
 - Pursuant to ITB Clause 26.4, following evaluation methods will be applied:

Inland Transportation, Insurance and Incidentals:

- The cost towards Inland transportation, insurance and other incidentals for delivery of goods to the final destination as stated in ITB Clause 11.2 (iii) will be added to the bid price.

26. Contacting the Purchaser

Subject to ITB Clause 23, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the purchaser, it should do so in writing.

Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

F. Award of Contract

27. Post qualification

In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid meets the criteria specified in ITB Clause 13.3

(a) and is qualified to perform the contract satisfactorily.

The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13, as well as such other information as the Purchaser deems necessary and appropriate.

An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform the contract satisfactorily.

28. Award Criteria

Subject to ITB Clause 32, the Purchaser will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

29. Purchaser's right to vary Quantities at Time of Award

The Purchaser reserves the right at the time of Contract award to increase or decrease by up to 15 percent of the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

30. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders.

31. Notification of Award

Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable/telex or fax, to be confirmed in writing by registered letter, that its bid has been accepted.

The notification of award will constitute the formation of the Contract.

Upon the successful Bidder's furnishing of performance security pursuant to ITB Clause 35, the Purchaser will promptly notify the name of the winning bidder to each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.

If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Bidder.

32. Signing of Contract

At the same time as the Purchaser notifies the successful bidder that its bid has been accepted, the Purchaser will send the bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.

Within 21 days of receipt of the Contract Form, the successful bidder shall sign and date the Contract and return it to the Purchaser.

33. Performance Security

Within 21 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security (as per section IX.A & IX.B) in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents or in another form acceptable to the Purchaser. Bidder should note that the period of Performance security will be the contract period (viz. Standard warranty+ Additional warranty+ AMC)

Failure of the successful bidder to comply with the requirement of ITB Clause 34.2 or ITB Clause 35.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated bidder or call for new bids.

34. Corrupt and Fraudulent Practices:

It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), as well as bidders, suppliers, and contractors and their agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers or suppliers, under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. ¹ In pursuance of this policy, the Bank:

- (a) Defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "Corrupt practice"² is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) "fraudulent practice"³ is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) "collusive practice"⁴ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) "coercive practice"⁵ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under par. 1.14 (e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- (c) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur; will sanction a firm or individual, at any time, in accordance with prevailing Bank's sanctions procedures,^a including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated^b sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract;
- (d) will have the right to require that a provision be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors to permit the Bank to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the Bank.

A bidder that has been sanctioned by the Bank in accordance with the above ITB 37.1 (d), or in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants, shall be ineligible to be awarded a Bank-financed contract, or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall determine.

Furthermore, bidders shall be aware of the provision stated in Sub-Clause 34 and Clause 35 of the Conditions of Contract."

35. GST:

As per notification issued by Govt. of India, Ministry of Finance Department of Revenue vide Notification No. 45/2017-Central Tax (Rate) and No.47/2017 Integrated Tax (Rate) New Delhi dated 14th November, 2017, GST is applicable @ 5% on the ordered items being Public Funded Education/ Research Institute. Therefore, all the bidders are requested to quote the rates accordingly. (<http://www.cbic.gov.in/resources/htdocs-cbec/gst/notfctn-47-igst-rate->

¹ In this context, any action taken by a bidder, supplier, contractor, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees to influence the procurement process or contract execution for undue advantage is improper.

² For the purpose of these Guidelines, “another party” refers to a public official acting in relation to the procurement process or contract execution]. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

³ For the purpose of these Guidelines, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

⁴ For the purpose of these Guidelines, “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non-competitive levels.

⁵ For the purpose of these Guidelines, “party” refers to a participant in the procurement process or contract execution.

^a A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon completion of the Bank’s sanctions proceedings as per its sanctions procedures, including inter alia: (i) temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding; (ii) cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks; and (iii) the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption.

^b A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has: (i) either been included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

SECTION III: GENERAL CONDITIONS OF CONTRACT

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General Conditions of Contract (GCC)

1. Definitions

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

- (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) "The Goods" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Purchaser" means the organization purchasing the Goods, as named in SCC.
- (h) "The Purchaser's country" is the country named in SCC.
- (i) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- (j) "The World Bank" means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (k) "The Project Site", where applicable, means the place or places named in SCC.
- (l) "Day" means calendar day.

2. Application

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Country of Origin

All Goods and Services supplied under the Contract shall have their origin in the member countries and territories eligible under the rules of the World Bank as further elaborated in SCC.

For purposes of this Clause "origin" means the place where the Goods are mined, grown or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

The origin of Goods and Services is distinct from the nationality of the Supplier.

4. Standards

The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

5. Use of Contract Documents and Information

The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.

Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser

and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

6. Patent Rights

The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

7. Performance Security

Within 21 days of receipt of the notification of contract award, the Supplier shall furnish performance security in the amount specified in SCC.

The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:

- (a) A Bank guarantee issued by a nationalized/scheduled bank located in India or a bank located abroad acceptable to the Purchaser, in the form provided in the bidding documents or another form acceptable to the Purchaser; or
- (b) A cashier's check, certified check, or demand draft.

The performance security will be discharged by the Purchaser and returned to the Supplier not later than 30 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in SCC.

8. Inspections and Tests

The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.

- The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.
- Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.
- Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Packing

The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.

10. Delivery and Documents

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Notification of Award. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

11. Insurance

The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in SCC.

12. Transportation

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

13. Incidental Services

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

Prices for the incidental services shall be included in the Contract Price by the Supplier.

14. Spare Parts

As specified in the SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) In the event of termination of production of the spare parts:
 - (i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

15. Warranty

The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or

workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

This warranty shall remain valid for 12 months after the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for 18 months after the date of shipment from the place of loading whichever period concludes earlier, unless specified otherwise in the SCC.

The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from ex-works or ex-factory or ex-showroom to the final destination.

If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

16. Payment

- The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC.
- The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the contract.
- Payments shall be made promptly by the Purchaser but in no case later than sixty (60) days after submission of the invoice or claim by the Supplier.
- Payment shall be made in Indian Rupees.

17. Prices

Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Purchaser's request for bid validity extension, as the case may be.

18. Change Orders

The Purchaser may at any time, by written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

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

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

19. Contract Amendments

Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

20. Assignment

The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

21. Subcontracts

The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

Subcontracts must comply with the provisions of GCC Clause 3.

22. Delays in the Supplier's Performance

Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.

If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

23. Liquidated Damages

Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the Percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.

24. Termination for Default

The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 34, in competing for or in executing the Contract.

In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

25. Force Majeure

Notwithstanding the provisions of GCC Clauses 22, 23, 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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 not foreseeable. Such events may include, but are not limited to,

acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

26. Termination for Insolvency

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

27. Termination for Convenience

The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

28. Settlement of Disputes

- i.** The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- ii.** If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given
- iii.** Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.
- iv.** Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

Notwithstanding any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due the Supplier.

29. Limitation of Liability

Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6,

- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

30. Governing Language

The contract shall be written in English language. Subject to GCC Clause 30, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

31. Applicable Law

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

32. Notices

Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable, telex or facsimile and confirmed in writing to the other Party's address specified in SCC.

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

33. Taxes and Duties

Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.

34. Fraud and Corruption

If the Purchaser determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days' notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 24 shall apply as if such termination had been made under Sub-Clause 24.1.

(a) For the purposes of this Sub-Clause:

- i. "Corrupt practice"⁶ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice"⁷ is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- iii. "Collusive practice"⁸ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice"⁹ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

⁶ "another party" refers to a public official acting in relation to the procurement process or contract execution]. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

⁷ a "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

⁸ competitive levels.

⁹ a "party" refers to a participant in the procurement process or contract execution.

(v) "Obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Clause 35 [Inspections and Audits by the Bank].

Should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the purchase of the Goods, then that employee shall be removed."

35. Inspections and Audits by the Bank

The Contractor shall permit the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records of the Contractor and its subcontractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Bank if required by the Bank. The Contractor's attention is drawn to Clause 34 [Fraud and Corruption] which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Clause 35 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Procurement Guidelines)."

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

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Special Conditions of Contract

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

1. Definitions (GCC Clause 1)

(a) **The Purchaser is Principal Investigator & Nodal Officer, NAHEP-CAAST, Navsari Agricultural University, Navsari-396450 (Gujarat), India.**

(b) **The Supplier is** _____

2. Country of Origin (GCC Clause 3)

All countries and territories as indicated in Section XIV of the bidding documents, "Eligibility for the Provisions of Goods, Works, and Services in Bank-Financed Procurement".

3. Performance Security (GCC Clause 7)

Within 21 days after the Supplier's receipt of Notification of Award, the Supplier shall furnish Performance Security to the Purchaser for an amount of **5% of the contract value**, valid upto 60 days after the date of completion of performance obligations including warranty obligations.

In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of 12 months and the Performance Bank Guarantee for proportionate value shall be extended 60 days over and above the extended warranty period.

Substitute Clause 7.3 (b) of the GCC by the following:

the successful Bidder shall furnish the performance security (as per section IX.A & IX.B) in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents or in another form acceptable to the Purchaser. Bidder should note that the period of Performance security will be the contract period (viz. Standard warranty+ Additional warranty+ AMC) and it has to be drawn in favour of **"PI & Nodal Officer, NAHEP-CAAST, NAU, Navsari "** payable at Navsari.

Substitute Clause 7.4 of the GCC by the following:

The Performance Security which comprised of **5.0% of the contract value**, will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the contract period which includes date of completion of the Supplier's performance obligations, warranty obligation, under the contract.

Add as Clause 7.5 to the GCC the following:

In the event of any contract amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations.

4. Inspection and Tests (GCC Clause 8)

The following inspection procedures and tests are required by the Purchaser:

- a) Installation and Commissioning of equipment to be done onsite.
- b) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods.

5. Packing (GCC Clause 9)

Add as Clause 9.3 of the GCC the following:

Packing Instructions : The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink, the following:

i) Project ii) Contract No. iii) Country of Origin of Goods iv) Supplier's Name, and v) Packing list reference number.

6. Delivery and Documents (GCC Clause 10)

Upon delivery of the Goods, the supplier shall notify the purchaser and the insurance company by cable/telex/fax the full details of the shipment including contract number, railway receipt number and date, description of goods, quantity, name of the consignee etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company:

- (i) Four copies of the Supplier invoice showing contract number, goods' description, quantity, unit price, total amount;
- (ii) Railway receipt/acknowledgment of receipt of goods from the consignee(s);
- (iii) Four copies of packing list identifying the contents of each package;
- (iv) Insurance Certificate;
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Inspection Certificate issued by the nominated inspection agency, and/or the Supplier's factory inspection report; and
- (vii) Certificate of Origin.

The above documents shall be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

7. Insurance (GCC Clause 11)

For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destinations) on "All Risks" basis including War Risks and Strikes.

8. Incidental Services (GCC Clause 13)

The following services covered under Clause 13 shall be furnished and the cost shall be included in the contract price:

- (a) performance or supervision of the on-site assembly and start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.
- (f) Maintenance and repair of the equipment at each location during the warranty period including supply of all spares. This shall not relieve the supplier of any warranty obligations under this contract.

9. Spare Parts (GCC Clause 14)

Add as Clause 14.2 to the GCC the following:

Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but in any case within six months of placement of order.

10. Warranty (GCC Clause 15)

(i) Substitute Clause 15.4 of the GCC by the following:

“Upon receipt of such notice, the Supplier shall within one week repair or replace the defective goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods thereafter. In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of **twelve (12) months.**”

The period for correction of defects in the warranty period is one week days

(ii) Add as Clause 15.6 of the GCC the following:

15.6 Maintenance Service

- a) Free Maintenance Services shall be provided by the supplier during the period of warranty. After warranty period, **Annual Maintenance and Repairs** (AMC with spares), only for Schedule 5, Reaction Vessel will be done by the suppliers for next **three years**. The suppliers shall quote for the AMC with and without spares separately for the said period.
- b) The maximum response time for a maintenance complaint from any of the destination specified in the schedule of requirements shall not exceed 24 hours

11.Payment (GCC Clause 16)

- i. The payment of item/items will be made after successful supply, commissioning/installation and satisfactory performance of the quoted items as per the requirement of the ordering party. However, any request regarding the advance or partial payment will not be entertained in any circumstances. If payment made through LC account, the cost of opening and other charges will be borne by the bidder.
- ii. The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the services performed, and by documents submitted pursuant to Clause 10, and upon fulfillment of other obligations stipulated in the contract.
- iii. Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after submission of the invoice or claim by the Supplier.
- iv. Payment will be made in Indian Rupees.

12.Prices (GCC Clause 17)

Prices payable to the supplier as stated in the contract shall be firm during the performance of the contract.

13.Sub-contracts (GCC Clause 21)

- Add at the end of GCC sub-clause 21.1 the following:
- Sub-contract shall be only for bought-out items and sub-assemblies

14.Liquidated Damages (GCC Clause 23)

14.1 For delays :

GCC Clause 23.1 -- The applicable rate is 0.5% per week and the maximum deduction is 10% of the contract price.

15. Settlement of Disputes (Clause 28)

The dispute settlement mechanism to be applied pursuant to GCC Clause 28.2.2 shall be as follows:

- (a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Council of Arbitration/President of the Institution of Engineers (India).
- (b) In the case of a dispute with a Foreign Supplier, the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules. The Arbitral Tribunal shall consist of three Arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties, and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre of Alternative Dispute Resolution (India).
- (c) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) and (b) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Indian Council of Arbitration/President of the Institution of Engineers (India), both in cases of the Foreign supplier as well as Indian supplier, shall appoint the arbitrator. A certified copy of the order of the *Indian Council of Arbitration/President of the Institution of Engineers (India), making such an appointment shall be furnished to each of the parties.

- (d) Arbitration proceedings shall be held at Navsari, Gujarat, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (e) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- (f) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Council of Arbitration/President of the Institution of Engineers (India).

16. Notices (Clause 32)

For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.

Purchaser: Principal Investigator & Nodal Officer, NAHEP-CAAST, Navsari Agricultural University, Navsari-396450 (Gujarat), India

Supplier: (To be filled in at the time of Contract signature)

.....

17. Progress of Supply: Supplier shall regularly intimate progress of supply, in writing, to the Purchaser as under:

- Date of completion of entire Contract including incidental services, if any; and
- Date of receipt of entire payments under the Contract

SECTION V: SCHEDULE OF REQUIREMENTS

Part - I

Schedule No.	Brief Description	Unit	Quantity	Delivery Schedule	Bid Security Amount in Indian Rs.
1	GC- MS/MS	1	1	Delivery and Installation in 8 weeks from the date of contract award; at Food Quality Testing Laboratory, Navsari Agricultural University, Navsari 396450, Gujarat, India	1,50,000/-
2	LC-MS/MS	1	1	Delivery and Installation in 8 weeks from the date of contract award; at Food Quality Testing Laboratory, Navsari Agricultural University, Navsari 396450, Gujarat, India	3,60,000/-
3	Aseptic Processing Line with FFS system	1	1	Delivery and Installation in 8 weeks from the date of contract award; at Departt. Of Post Harvest Technology, ACHF, Navsari Agricultural University, Navsari 396450, Gujarat, India	1,60,000/-

Part - II

Delivery and installation shall be within **EIGHT (8) WEEKS** from the date of contract award; at different sites at main campus Navsari Agricultural University Navsari- 396450, Gujarat, India

List of Related Services and Completion Schedule Incidental Services

The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- a) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods.

SECTION VI - TECHNICAL SPECIFICATIONS

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

Sch No.	Brief Description of Equipments	Quantity (In Numbers)	Bid Security Amount in Indian Rs.	Final (Project Site) Destination as specified in BDS
1	GC- MS/MS	1	1,50,000/-	Co-Principal Investigator Unit-4, Pesticide Residue analysis (NAHEP-CAAST), Food Quality Testing laboratory, Navsari Agricultural University, Navsari -396450, Gujarat, India
2	LC-MS/MS	1	3,60,000/-	Co-Principal Investigator Unit-4, Pesticide Residue analysis (NAHEP-CAAST), Food Quality Testing laboratory, N.M. College of Agriculture, Navsari Agricultural University, Navsari - 396450, Gujarat, India
3	Aseptic Processing Line with FFS system	1	1,60,000/-	Co-Principal Investigator Unit-1, Department of Post Harvest Technology, ASPEE College of Horticulture and Forestry, Navsari Agricultural University, Navsari - 396450, Gujarat, India

[Detailed technical specifications follows]

IMPORTANT NOTE: For Delivery Period, related services and completion schedule Please see Part – II Of the SECTION V: SCHEDULE OF REQUIREMENTS

SECTION VII: Schedule of Requirements

DETAILED SPECIFICATIONS – SCHEDULE WISE

The bidder has to fill the schedule wise **technical specification compliance document (TSCD) on their official letter head** for the instrument/ equipment for which they have quoted and mentioned the **specific catalogue/ part no./ item under the column**, remarks if comply the specifications. In the format of technical specification compliance document (TSCD), bidder should have to make comments regarding any deviation or any equivalent technology or any information which supplement the claim of complying the technical specification or any noticeable information etc. After filling the above document, Bidder has to duly authenticate by signing on each page and seal them properly. Such, a duly signed and sealed copy of above document should also be physically submitted with the tender document.

Schedule 1:GCMSMS (Quoted Model No. _____)

GC-MS/MS	a. GC Main frame (Quoted Model _____)	Comply (Yes/No)	Remarks
	1. The system should compatible with triple quadrupole geometry and capable of carrying out MS and MS/MS experiments.		
	2. It should have a routine automatic leak checks procedure		
	3. It should have a routine automatic column evaluation procedure and storing the column pneumatic resistance		
	4. It should also allow an automated correction of the nominal column parameters.		
	b. Auto sampler (Quoted Model _____)		
	1. Auto sampler with at least 150 (2 mL- capacity) vials		
	2. Auto- sampler should be compatible to the syringes of other standard manufacturer syringe		
	3. It should inject from 0.1 µL to 5 µL or more with variable speed and varying syringe sizes		
	4. Fully controlled by software as well as manual		
	5. It should have indicator of any error		
	c. Injector (1 Nos.)		
	1. One Split/split less and should be quoted it should be EPC/AFC/PPC/IEC controlled		
	2. It should be able to operate with narrow bore capillary, normal capillary and wide bore column.		
	3. The injector should allow timed closure/opening of the purge line.		
	4. Maximum temperature should ≥ 400 °C with fast cooling rate		
	5. Split Ratio: $\geq 7,000:1$		
	6. Pressure in the range of 1000 kPa or better.		
	d. Oven		
	1. The operating temperature range should be 4°C above ambient to ≥ 450 °C with fast cool down as well as heat up time.		
	2. Oven Ramps/Plateaus Cool down <ul style="list-style-type: none"> • It should have number of ramps/plateaus: 20/21 or better • The maximum heating rate should be >100 °C/min or better The oven temperature stability is within 0.01 °C/ every °C of actual temperature		
	3. GC analytical performance: <ul style="list-style-type: none"> • The GC should have a Retention Time Repeatability of <0.008 min or better The Peak Area Repeatability should be <0.5 % RSD or better		
	e. Mass spectrometer detector triple quadrupole (Quoted Model _____)		
	i. Detector		
	1. Scan mode: Full scan, SIM, timed-SRM, SRM/MRM, Combined MRM/SRM/Full scan, Product ion scan, neutral loss		
	2. Detection systems should have linear range $\geq 10^7$		

3.	The mass range should be 10 to 1000 m/z or better		
4.	Should have adjustable electron energy from 10 eV to 150 eV or better		
5.	Should have emission current upto 350 μ A or better		
6.	The scan speed should not be less than 20,000 amu/sec or higher scan speed		
7.	Should have ≥ 800 transition/sec from lower transitions to higher transitions without up gradation.		
8.	Mass resolution should be at least 0.4 μ FWHM/unit mass resolution or better. Manual tuning facility will be preferred		
9.	Dwell time should be at least ≤ 0.5 msec or better		
10.	The mass stability should be 0.1 Da over 24 hours or better		
11.	transfer line between GC and MS with independent heating upto 400 $^{\circ}$ C or better		
12.	Sensitivity: EIMRM/SRM Instrument Detection Limit: <ul style="list-style-type: none"> ➤ Installation specification: 2fg or less OFN derived at the 99% confidence level from area precision of eight sequential injections of 1 μL ➤ Performance specification- 0.5fg/μL OFN (acquired in EISRM/MRM) ➤ EI full scan: S/N ratio 1500:1 or better for 1 μL of 1pg/μL OFN (m/z 272) ➤ The performance as quoted must be demonstrated during installation. 		
f. Ion source			
1.	It should have an EI source with dual filaments in all ionization modes must be programmable to 350 $^{\circ}$ C or better.		
2.	The system should have improved ion guide/off-axis to reduce excited neutral background to single counts per scan without requiring signal thresholding, background subtraction or smoothing		
g. Vacuum system			
1.	Efficient vacuum system with minimum maintenance.		
2.	The system should have vacuum safety features to prevent damage to the instrument in case of failure.		
h. Pumping systems			
1.	It should have a single high capacity, dual stage Turbo molecular pump		
i. Gas cylinders and gas purification panel			
1.	Suitable filled gas cylinders (2 Nos. of each for He) as required with test certificates, SS double stage regulators for each gas, cylinder opening key, gas pipes with fittings and purifier for the system.		
2.	Gas Purification Panel for He, N ₂ with hydrocarbon trap, moisture trap and oxy trap		
j. Data Station with software system			
1.	PC with latest configuration and licensed operating system with suitable printer		
2.	GC software (mandatory latest version with free of cost with upgradation facility)		
3.	GC/MS software should be latest, free of cost, upgradable and compatible to process minimum 500 compounds in a single sample.		
4.	It should have automated SRM/MRM Development.		
5.	It should have automated acquisition window adjustment based on retention time.		
6.	It should have compound based acquisition method setup.		
7.	It should have software for controlling and acquiring all the MS and conventional detectors.		
8.	It should have separate dedicated software for reporting for Environmental and food safety market as per international protocols.		
9.	Should provide dedicated pesticide SRM/MRM database (with adequate licence version) for at least 500 or more compounds.		
k. IQ/OQ/PQ of the system must be performed with the documentation			

l. Start-up kit																					
1.	Installation kit must be included for each instrument.																				
2.	Installed and commissioned for all the gases used in the instrument including gas tubing, manifold.																				
3.	Operation and maintenance manual for each unit																				
4.	Service manual with set of required tools for each system/unit																				
m. Accessories and Spare parts																					
1.	Filament Cartridge	3 Nos.																			
2.	5% Diphenyl 95% Dimethyl Polysiloxane Capillary column 30m length X 0.25mm ID & 0.25um film thickness–	1Nos.																			
3.	Spare EIon Source	2 No																			
4.	Oil for vacuum pump	5Litre																			
5.	Heptacosane (PFTBA) or equivalent GC-MS calibration standard	2 no.																			
n. Warranty																					
1.	Standard Warranty of 12 months starting from date of Satisfactory and faultless functioning of the equipment for 60 days at the respective laboratory premises.																				
2.	An additional Annual Maintenance Contract (AMC) Service for the period of 24 months after expiry of standard warranty.																				
3.	The Bidder should give assurance of providing the spare parts and maintenance services for next 5 to 8 years after the expiry of the standard and extended warranty period.																				
4.	Comprehensive calibration of the instrument (GLC) and their components shall be a part of the every major repair/breakdown and preventive maintenance																				
5.	The calibration of the instrument and its part would be performed by authorized manufacturer's engineer																				
o. Others																					
1.	<p>Bidder has to quote separate GC along with GC-MSMS setup . i.e GC with SSL + NPD detector + liquid auto injector, software and accessories and standard warranty to install and operate with same terms and condition of GCMSMS</p> <p>Compatible PC with latest configuration and licensed operating system along with suitable printer</p> <p>Suitable Gas cylinders and gas purification panel</p> <p>A suitable online 5KVA UPS, 230 Volt AC, 50 Hz, Single Phase I/P & O/P, 30min backup for operation of entire system should be quoted.</p> <p>Consumables :</p> <table border="1"> <tr> <td>5% Diphenyl 95% Dimethyl Polysiloxane Capillary column 30m length X 0.25mm ID & 0.25um film thickness–</td> <td>1 Nos</td> </tr> <tr> <td>Long life, high-temperature low bleeding green septa, maximum setpoint 300 °C for both injector (S/SI& PTV)</td> <td>20 Nos</td> </tr> <tr> <td>Glass Liners for Split injection</td> <td>5 Nos.</td> </tr> <tr> <td>Glass Liners for Splitless injection</td> <td>5 Nos.</td> </tr> <tr> <td>Vespel ferrules for capillary columns of 0.25 mm id</td> <td>20 Nos</td> </tr> <tr> <td>Graphite Seal (SSL)</td> <td>6 Nos</td> </tr> <tr> <td>Column Cutter</td> <td>1 Nos</td> </tr> <tr> <td>Auto-sampler syringes – 10µL</td> <td>2 Nos</td> </tr> <tr> <td>Tool kit</td> <td>1 Nos</td> </tr> </table>	5% Diphenyl 95% Dimethyl Polysiloxane Capillary column 30m length X 0.25mm ID & 0.25um film thickness–	1 Nos	Long life, high-temperature low bleeding green septa, maximum setpoint 300 °C for both injector (S/SI& PTV)	20 Nos	Glass Liners for Split injection	5 Nos.	Glass Liners for Splitless injection	5 Nos.	Vespel ferrules for capillary columns of 0.25 mm id	20 Nos	Graphite Seal (SSL)	6 Nos	Column Cutter	1 Nos	Auto-sampler syringes – 10µL	2 Nos	Tool kit	1 Nos		
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Column Cutter	1 Nos																				
Auto-sampler syringes – 10µL	2 Nos																				
Tool kit	1 Nos																				
2.	One vibration free granite top wooden table (6 * 3 * 4 cubic feet) with side racks for the instrument and computer																				
3.	Post Installation onsite trainings once in a year till warranty period																				
4.	The bidder should also agree for the free of cost reinstallation of the instrument to the other building within contract period or warranty period whichever is higher.																				

Terms and Conditions	1.	The supplier should aim at a turnkey supply and installation of the instrument. Any accessory or facilities which is felt mandatory for the proper working of the instrument but not mentioned in the specification has also to be quoted by the Bidder.		
	2.	The Bidder should enclose a list of at least 2 Installations of the quoted model or a comparable model of equivalent sensitivity with the technical bid within two years in the country. Contact Name, contact no, mail ID and complete address		
	3.	On the basis of discretion of the end user, the purchaser reserved the right to physically verify/evaluate performance of the similar installation of instruments (from the list attached by the Bidder) those qualify in the technical bid.		
	4.	The Bidder needs to give an undertaking that application and services support would be available for minimum 10 years after the supply..		
	5.	Purchaser reserves the right to witness either the reproduction of the data generated by the Bidder's laboratory or to analyze the required samples / solutions at the Bidders laboratory in case the need arises		

Schedule 2: LC-MS/MS (Quoted Model No. _____)

Particulars	Specifications	Comply (Yes/No)	Remarks	
A. UHPLC	Quoted Model _____			
	i. Binary Pump (Quoted Model _____)			
	1.	Binary gradient pump with 1 to 4 solvents integrated with inbuilt high efficiency degassing units, minimum 4 lines with facility for auto-sampler rinsing and improved gas flow stability		
	2.	Flow rate should be 0.001 to 5 mL/min in 1 µL/min increments		
	3.	Pump pressure capability: minimum 15000 PSI back pressure or better.		
	4.	Flow Precision Must be ≤ 0.07 % RSD		
	5.	Flow accuracy Must be ± 1% or better.		
	6.	System should have a handling capacity for pH 2 to 12 for various solvents and buffers.		
	7.	UHPLC system capable of automated solvent/sample management and fully integrated MS interfacing capabilities		
	8.	The pump must have independent compressibility irrespective of mobile phase composition		
	9.	There should be build in solvent degassing		
		ii. Auto sampler (Quoted Model _____)		
	1.	Automated operation controllable through software.		
	2.	Injection volume between 0.01 µL to 25 µL with accuracy of ± 0.5%. Precision should be <0.25% and carry over should be 0.004% or better		
	3.	Temperature range should be 4 to 40 °C		
	4.	Minimum vial capacity should be 96 or more in nos. (2mL vial holder)		
	5.	The autosampler should have capacity to withstand up to 15000 psi		
		iii. Column Oven(Quoted Model _____)		
	1.	Column oven temperature range should be 5°C to 110°C		
	2.	Temperature accuracy should be ± 0.5 °C and stability should be ± 0.5 °C or better.		
3.	It should be able to handle at least 2 columns (length up to 300 mm) within the column compartment.			
4.	Column compartment must provide more than one Thermostatting modes.			

Particulars	Specifications	Comply (Yes/No)	Remarks		
B. Mass Spectrometer:	Quoted Model				
		High sensitive system meeting FSSAI regulatory guidelines and having advance features for future applications for research purpose use also. The system should be able to run in positive and negative mode in same run. MS system should be able to do MS/MS experiments.			
	Mass range	5-3000 amu or better			
	Scan speed	1.	Should have the scan speed of 15,000 amu /sec at a resolution of 2 Da FWHM or better		
		2.	Up to 600 SRMs/sec (for resolutions from 0.4 through 2.0 FWHM) or better		
		3.	Polarity Switching: < 20 msec electronic switching (25 msec total including signal stabilization time) or better		
	Resolution	0.4 dalton (amu) or better at unit mass resolution			
	Mass Accuracy	0.1% over the entire mass range			
	Mass Stability	0.1 Dalton over 24 hours or better			
	Sensitivity	1.	ESI Positive: 1 pg Reserpine (on column) with Injection volume of 1 µl Chromatographic signal to noise :S/N - minimum 2,00,000:1 or better		
		2.	ESI Negative: 1 pg Chloramphenicol (on column) with Injection volume of 1 µl, Chromatographic signal to noise: S/N 2,00,000:1 or better.		
		3.	APCI positive: A 5 µL loop injection of a 200 fg/µL reserpine solution will produce a minimum signal-to-noise ratio of 40,000:1 for the transition of the protonated molecular ion at m/z 609.3 to the fragment ion at m/z 195.1 when operated in selected reaction monitoring (SRM) mode with Q1 and Q3 resolution both set to 0.7 Da FWHM.		
	Ionization source	1.	Should have dedicated ESI and APCI Source with flow rate up to 2 ml /min without splitting .		
		2.	Rugged source capable of handling large batches of complex sample matrix over a long period of time without performance degradation. The cleaning of source should be possible without venting the system.		
		3.	The ESI and APCI must have desolvation temperature of up to 550°C or better		
	Infusion Device	The LCMS should have Syringe pump, divert valve and injection port for direct sample introduction and should be software controlled			
	Operating modes	Should have following modes and extra features also to be quoted			
		1.	Full scan		
		2.	Selected ion monitoring (SIM)		
3.		Product ion scan			
4.		Precursor ion scan			
5.		Neutral loss/gain scan			
6.		Multiple Reaction Monitoring			
7.		Information dependent acquisition system or equivalent scan mode of MRM to high sensitivity product ion scan for library conformation			
8.		Automated tuning			
Collision Cell	Specially designed collision cell allowing less dwell time in milli seconds). Suitable for high sensitivity MRM studies. Should be free of cross talk				
MRM	Minimum Number of MRMs: 600 MRM per second				

Particulars	Specifications		Comply (Yes/No)	Remarks
	Dynamic range	6th order (or) better with documentary evidence.		
	Detector	1.	It must operate both +ve and -ve ion mode and back and must be capable of switching polarity rapidly and should be able to save the data of both modes.	
		2.	Life of detector to be specified based on scan hours. Five years warranty shall be applicable	
	Vacuum system			
	The system should have highly efficient vacuum system comprising of turbo molecular pumps followed by rotary mechanical pumps.			
C. Computer System with printer	1.	Suitable branded computer with min configuration of Pentium i7 processor compatible (or) better with 64 GB RAM, on 64bit Intel chipset.		
	2.	2 TB Serial SATA hard drive (7200 RPM or better)		
	3.	1x512 GB Flash Drive (7200 RPM or better)		
	4.	Minimum 27" LED monitor with Display Position Adjustments Height, pivot (rotation), swivel, tilt Input Connectors: HDMI, Display Port		
	5.	Original Operating System: a. Windows 10 professional or higher (compatible), b. MS Office (Professional-Licensed)		
	6.	Laser printer having back to back auto-duplex printing facilities.		
	7.	Cordless mouse and cordless keyboard		
D. Software	1.	Software of upgradable latest version which fulfil the requirement of 21 CFR Part 11.		
	2.	Easy to use software. Completely automated quantitative and qualitative data processing capability. Automated mass calibration and optimization of operating parameters. It should maintain library search facility, ion ratio, simple report format, etc. Single point control of pump, auto sampler, column oven & MS/MS		
	3.	Automated calibration and quantitative optimization		
	4.	Automated MS to MS/MS switching a single run with user selectable criteria.		
	5.	Automated quantification & reporting of acquired samples		
	6.	Dedicated module for pesticide residue, veterinary drug and antibiotics sample analysis needs to be quoted separately and inclusive in the offer.		
E. Gas Generator/ Cylinders	1.	Suitable gas generator/cylinder(s) with regulator(s) and purifying panels for the system. If gas cylinders required, minimum two numbers shall be provided.		
	2.	Low noise and vibration free gas generator within built compressor		
	3.	Should be able to supply all the gases required for the LC-MSMS instrument at required purity, pressure and flow rate		
	4.	Warranty for gas generator (complete) shall be for 3 years and 2 years AMC.		
F. Online UPS	15 KVA UPS with isolation transformer with 2 hr battery backup should be quoted.			
G. Consumables	1.	Suitable columns for polar, intermediate-polar and non-polar LC amenable pesticides	2 Nos.	
	2.	Suitable columns for veterinary drug as well as antibiotics	2 Nos.	
	3.	Guard column with cartridge	2 Nos.	
H. Installation and commissioning of instrument	IQ/OQ/PQ the system must be performed with the documentation.			
I. Start-up kit	1.	Installation kit must be supplied with instrument.		
	2.	Installed and commissioned for all the gases used in the instrument		

Particulars	Specifications	Comply (Yes/No)	Remarks
	including gas tubing, manifold.		
	3. Operation and maintenance manual for each unit		
	4. Service manual with set of required tools for each system/unit.		
J. Others:	Housing facility Bidder has to provide required housing facility which for the satisfactory installation of the instrument		
	1. One Air-conditioner (2 ton capacity)		
	2. Ready to use, plug and play dehumidifier having dehumidification capacity of (16 L/24 hrs) and tank capacity of 2 litres.		
	3. One nitrogen based sample volume concentrator having capacity of 50 tubes of 15 mL along with suitable nitrogen gas generator.		
	4. One vibration free granite top wooden table (6 * 3 * 4 cubic feet) with side racks for the instrument and computer		
	5. Bidder has also quote the cost of maneuvering the existing electric facilities to cope with the requirement of the quoted instrument/machine		
	6. Two extra display wall mountable smart screen of ≥ 55 inches having android based operation system		
	7. The Bidder should also agree for the free of cost reinstallation of the instrument to the other building within contract period or warranty period whichever is higher.		
	8. The bidder should supply an extra Canon Image Runner 2525W Photocopier machine multifunctional printer.		
K. Training	1. One compulsory post installation onsite training		
	2. One 3 days training for 3 persons at application laboratory. The Bidder should have to bear and/or reimburse the cost of accommodation and travel.		
	3. The Bidder has to make the necessary arrangement for providing new application specific training for the contract period or 5 years whichever is higher.		
L. Warranty	Instrument should be provided with One year standard warranty and two years of extended warranty in addition two years of Annual maintenance contract (AMC) (<i>i.e.</i> 1 standard warranty+ 2 extended warranty + 2 year Annual maintenance contract) after satisfactory and successful installation of the system.		
M. Terms and Conditions	1. The supplier should aim at a turnkey supply and installation of the instrument. Any accessory or facilities which is felt mandatory for the proper working of the instrument but not mentioned in the specification has to be quoted and supplied along with.		
	2. If necessary, Bidder has to provide compatible housing and electric facility, supported instrument <i>etc.</i> free of cost.		
	3. On the basis of discretion of the end user,; the purchaser reserved the right to physically verify/evaluate performance of the similar installation of instruments (from the list attached by the Bidder) those qualify in the technical bid.		
	4. The Bidders need to give an undertaking that application support and services would be available for minimum 7 years from the date of discontinue of the model.		
	5. The Supplier is solely responsible for the construction of the equipment sites in compliance with the technical and environmental specifications. The Purchaser will designate the installation sites before the scheduled installation date to allow the Supplier to perform a site inspection to verify the appropriateness of the sites before the installation of the equipment, if required. The supplier shall inform the purchaser about the site preparation, if any, needed for installation, of the goods at the purchaser's site immediately after notification of award/contract.		
	6. If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by		

Particulars	Specifications	Comply (Yes/No)	Remarks
	repair or by partial or complete replacement is made without interfering with the Purchaser's operation		
7.	Purchaser reserves the right to witness either the reproduction of the data generated by the Bidder's laboratory or to analyze the required samples / solutions at the Bidders laboratory in case the need arises		

Schedule 3: Aseptic Processing Line with FFS system (Laboratory Scale)

Particular	Specifications	Comply (Yes/No)	Remarks
Objective	To preserve and pack liquid fruits juices, nectar and RTS etc aseptically		
Capacity	50-100 litre per hours		
Components	PLC Based Electric Panel for operating the Processing line. All parts of the machine must be comprised of SS 304 quality. Machine must be comprised of sugar syrup preparation tank, sugar syrup transfer pump, Sparkler filter, beverage blending tank, beverage transfer pump, Homogeniser with SS pistons, pneumatic operated with 500 cp viscosity with finest particle size, beverage storage tank, CIP return pump (50-100 LPH), RTS juice processing plant supply with interconnecting pipes & fitting, PLC based Aseptic UHT sterilizer (50-100 LPH) having chiller facilities (95°C to 25°C) with total refrigeration load 2 TR, SS316 modules Heating and Cooling modules with feed pump and interconnecting pipes, CIP process (Hot water and caustic) with pump, standards steam set up facilities as per plant capacity, 30 BPM (variable size) Hot Filling Machine, and FFS system for filling into suitable autoclavable sterilized packaging material. All motors must be covered with SS 304 cover, transfer pumps must have SS 304 contacts, must be provided with emergency switch off facilities, all tanks must be insulated (double jacketed). Design must be completely hygienic and aseptic. All pipes, bends, tees, valves, unions, cocks must be of 304 SS, 'Y' type steam ON/OFF valve, Filters must be suitable to filter upto 60-70 oBrix syrup. Vertical Cylindrical Tank With Top & Bottom Cone. All welding joints ground finish with 180 grit surface finish totank		
Power supply	Single Phase 220-240 VAC, 50 Hz Supply or 3 phase supply. ELECTRICAL CONTROL PANEL: MOC SS 304 Construction, TIC for sugar tank temp. controller, TI For sugar syrup cooling temp., RYB lampset, MCB, MPCB with contactor, ON/OFF selector keyswitch, complete electrical wiring, STD lock system, main on/off switch, STD Pneumatic air fitting with solenoid valve, complete internal wiring with proper dressing/numbering, starter for gear motor & pumps.		
Accessories	All accessories required for the operation of processing line must be supplied like inter-connecting pipelines, tool kit etc.		
Other	Must have performance certificates from the reputed government institutes		
	Bidder should supply spare parts or AMC for minimum of 05 years. AMC should be after warranty period.		
	Demonstration of the processing line shall be on bidder part		
The Equipment should be laboratory scale only.			

SECTION VII-A : QUALIFICATION CRITERIA
(Referred to in Clause 13.3(b) of ITB)

S.No.	Criteria	Minimum required Documents to be submitted as proof
1.	The bidder should furnish, as part of its bid, a bid security as specified in the Bid document.	The Bid Security should be in the format attached with the bid document.
2.	The bidder should have a valid Registration of GST,PAN Card and should be registered with the appropriate authorities for all applicable statutory taxes / duties.	Attached copy of PAN and GST
3.	The bidder should be a company registered under the Companies Act, 1956/ 2013 or LLP firm/ Partnership firm under Partnership Act 1932 and in operation of System Integrator/IT Solution for the least 5 years.	Respective valid documentary proof of: i. Certificate of incorporation /Certificate of Commencement/ Certificate consequent to change of name if applicable/Copy of Memorandum of Association ii. Latest purchase/work order in support of operation.
4.	The Bidder should have Annual Turnover of at least Rs. 5 crores in each of the three financial year's viz. FY 2017-1, FY 2018-19 and FY 2019-20.	Audited Balance Sheet of the last three financial years to be provided.). F.Y. 2017-18 F.Y. 2018-19 F.Y. 2019-20
5.	The Bidder should have positive net worth in each of the last three financial years i.e. 2015-16 2016-2017 and 2017-18. (Audited Balance Sheet of the last three financial years duly certified by Chartered Accountant may be provided)	
6.	The bidder should have experience with PSUs / Banks (BFSI) /defence/ State/ Central Government /Financial Institutions	Work/Purchase order, along with installation reports signed and sealed by the client, of Supply & installation of similar items as mentioned in schedule V
7.	The Bidder shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with UN/World bank/any department Federal state govt. or semi-govt as per provisions of the bid document.	Declaration in this regard by the authorized signatory of the bidder
8.	The manufacturer of the equipment as per schedule V is adopting Quality control activity at their manufacturing plant	The bidder should submit Proforma For Equipment And Quality Control Employed By The Manufacturer
9.	The statement/declaration that bidder has meticulously studied the bidding document and abide by the terms and condition and other requirements for eligibility to furnish the bid.	a declaration on their official letter head duly signed and sealed as per format (ANNEXURE II)
10	The document showing bidders capability to honour the contract order	The bidder should submit CAPABILITY STATEMENT (CS) form given in annexure-III

SECTION VIII: BID FORM AND PRICE SCHEDULE

SECTION VIII: BID FORM

Date :.....

To:
The PI & Nodal Officer
NAHEP-CAAST,
Navsari Agricultural University,
Navsari-396450 (Gujarat), India
Gentlemen and/or Ladies :

Having examined the Bidding Documents including Addenda Nos.....*[insert numbers]*, 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 of..... *(Total bid amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements. If our bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this bid for the Bid validity period specified in Clause 16.1 of the Bid Data Sheet and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below :

Amount (INR)	Name and agent	address of	Purpose of Commission or gratuity
--------------	-------------------	------------	--------------------------------------

(if none, state “none”).

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

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery. We understand that you are not bound to accept the lowest or any bid you may receive.

We clarify/confirm that we comply with the eligibility requirements as per ITB Clause 2 of the bidding documents.

Dated this day of2020

(signature)
Duly authorized to sign Bid for and on behalf of _____

(in the capacity of)

PRICE SCHEDULE

(As per items list, services, work, scope of work, SLA and Terms & condition of the bid)
(Referred to in Section VI: Technical Specifications)

1	2	3.	4.	5				6	7	8
Schedule No.	Item Description	Country of Origin	Quantity and Physical Unit	PRICE FOR EACH UNIT				Unit Price	Total Price	GST and other taxes payable, if contract is awarded
				Ex-factory / Ex-warehouse /Ex-showroom /Off-theshelf	Excise Duty, if any	Packing & Forwarding	Inland Transportation, Insurance and other local costs incidental to delivery (CIP Final Destination as per Schedule of Requirements), except AMC			
				(a)	(b)	(c)	(d)	a+b+c+d	4x6	
1	Item-1									
	Item-2									
	-									
	Item n									
2	Item-1									
	Item-2									
	-							Total Price		
	Item n									
3	Item-1									
	Item-2									
	-									
	Item n									

Note:

- (a) In case of discrepancy between unit price and total price, the unit price shall prevail.
- (b) Strictly follow the PRICE SCHEDULE FORMAT.
- (c) Price of all items having absolute quantity should be described as line item (add more lines, if required).

Signature of Bidder _____

Name _____

Business Address _____

Contact No _____

: _____

Place :

Date :

SECTION IX: BID PERFORMANCE SECURITY FORM

SECTION IX.A PERFORMANCE SECURITY FORM FOR BIDDER

To: (Name of Purchaser) **WHEREAS**
..... (Name of Supplier) hereinafter called
"the Supplier" has undertaken , in pursuance of Contract (Notification of Award) No.....
dated,..... 20... to supply _____ (Description of Goods
and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:
THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

Signature and Seal of Guarantors

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

Date.....20....

Address:.....

.....
.....

SECTION IX.B PERFORMANCE SECURITY FORM FOR BANK

Whereas¹ (*hereinafter called "the Bidder"*) has submitted its bid dated
(*date of submission of bid*) for the supply of (*name and/or description of the goods*)
(hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE (*name of bank*) of..... (*name of country*), having our registered office at (*address of bank*) (hereinafter called "the Bank"), are bound unto (*name of Purchaser*) (hereinafter called "the Purchaser") in the sum of Rupees (In Words _____)

for which payment well 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 of20_.

THE CONDITIONS of this obligation are:

1. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
 - (a) fails or refuses to execute the Contract (if awarded) Form if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders;
 - (c) If bidder fails to comply specific technical requirement regarding the commissioning installation, operational and performance of the supplies.

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 of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty-five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the Bank)

¹ _____
Name of Bidder

SECTION X

(Please see Clause 13.3(a) of Instructions to Bidders)

MANUFACTURERS' AUTHORIZATION FORM*

No. _____ dated

To

Dear Sir:

IFB No.

We _____ who are established and reputable manufacturers of _____ (*name and description of goods offered*) having factories at _____ (*address of factory*) do hereby authorize M/s (*Name and address of Agent*) to submit a bid, and sign the contract with you for the goods manufactured by us against the above IFB.

No company or firm or individual other than M/s _____ are authorized to bid, and conclude the contract for the above goods manufactured by us, against this specific IFB. (*This para should be deleted in simple items where manufacturers sell the product through different stocklists.*)

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract and Clause 10 of the Special Conditions of Contract for the goods and services offered for supply by the above firm against this IFB.

Yours faithfully,

(Name)

(Name of manufacturers)

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

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

SECTION XI

Eligibility for the Provision of Goods, Works and Services in Bank-Financed Procurement.

As of March 2000¹

For the information of Borrowers and Bidders, and with reference to paragraph 1.6, footnote 9, of the *Guidelines: Procurement under IBRD Loans and IDA Credits*, dated January 1995 (revised January and August 1996 and September 1997, and January 1999), set forth below is a list of countries from which Bidders, Goods and Services are not eligible to participate in procurement financed by the World Bank or IDA².

- Andorra
- Cuba
- Democratic People's Republic of Korea (North Korea)
- Liechtenstein
- Monaco
- Nauru
- Tuvalu

In addition, Bidders, Goods and Services from other countries or territories may be declared ineligible by a provision in the Bidding Documents if the borrower's country has excluded them by a law, an official regulation, or an act of compliance meeting the requirements of paragraph 1.8 (a) of the *Guidelines: Procurement under IBRD Loans and IDA Credits*.

The Loan/Credit Agreement also prohibits a withdrawal from the Loan / Credit Account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. At the present time, this prohibition applies to no country.

Notes:

1. The most current listing of eligible countries can be viewed on the Public Information Center's Web page at: <http://www.worldbank.org/html/pic/PROCURE.html>. A list of firms debarred from participating in World Bank projects is available at: <http://www.worldbank.org/html/opr/procure/debarr.html>.
2. Any questions regarding this list should be addressed to the Senior Manager, Procurement Policy and Services Group, Operational Core Services Network, The World Bank

ANNEXURE I

**PROFORMA FOR EQUIPMENT AND QUALITY CONTROL EMPLOYED
BY THE MANUFACTURER**

BID NO.

DATE OF OPENING:

NAME OF THE BIDDER:

(Note : All details should relate to the manufacturer for the items offered for supply)

1. Name & full address of the Manufacturer
2. (a) Telephone & Fax No Office/Factory/Works
(b) Telex No. Office/Factory/Works
(c) Telegraphic address :
3. Location of the manufacturing factory.
4. Details of Industrial License, wherever required as per statutory regulations.
5. Details of important Plant & Machinery functioning in each dept. (Monographs & description pamphlets be supplied if available).
6. Details of the process of manufacture in the factory.
7. Details & stocks of raw materials held.
8. Production capacity of item(s) quoted for, with the existing Plant & Machinery

Normal
Maximum
9. Details of arrangement for quality control of products such as laboratory, testing equipment etc.
10. Details of staff:

Details of technical supervisory staff in charge of production & quality control.
Skilled labour employed.
Unskilled labour employed.
Maximum No. of workers (skilled & unskilled) employed on any day during the 18 months preceding the date of Tender.
11. Whether Goods are tested to any standard specification? If so, copies of original test certificates should be submitted in triplicate.
12. Are you registered with the Directorate General of Supplies and Disposals, New Delhi 110 001, India? If so, furnish full particulars of registration, period of currency etc. with a copy of the certificate of registration.

.....
Signature and seal of the
Manufacturer

ANNEXURE II

I/We, _____, age ____, years residing at _____ in capacity of _____ M/s
_____ hereby solemnly affirm that :

1. All General Instructions, General Terms and Conditions, as well as Special Terms & Conditions laid down on all the pages of the bid documents, have been read carefully and understood properly by me and are completely acceptable to me and I agree to abide by the same.
2. All the Certificates / Permissions / Documents/ Permits / any relevant document either submitted physically or uploaded as a part of tender are valid and current as on date and have not been withdrawn / cancelled by the issuing authority.
3. It is clearly and distinctly understood by me that my bid is liable for rejection if any of the Certificates / Permissions / Documents/ Permits / any document is / are found to be invalid / wrong / incorrect / misleading / fabricated / expired or having any defect at any point of time.
4. I/ We further undertake to produce on demand the original Certificate / Permission / Document / Permits for verification at any stage during the processing of the tender as well as at any time asked to produce.
5. I/ We also understand that failure to produce the documents in "Prescribed Proforma" (wherever applicable) as well as failure to give requisite information in the prescribed proforma may result in to rejection of the tender.
6. My/ Our firm has not been banned / debarred / black listed by any Government Department / State Government / Government of India / Board / Corporation / Government Financial Institution etc.
7. I/ We confirm that I / We have meticulously filled in, checked and verified the enclosed documents / certificates / permissions / permits/ affidavits / information etc. from every aspect and the same are enclosed in order (i.e. in chronology) in which they are supposed to be enclosed.
8. I/ We say and submit that the Permanent Account Number (PAN) given by the Income Tax Department is _____, which is issued on the name of _____ [Kindly mention here either name of the proprietor (in case of Proprietor firm) or name of the tendering firm, whichever is applicable].
9. I/ We understand that giving wrong information on oath amounts to forgery and perjury, and I/We am/are aware of the consequences thereof, in case any information provided by us are found to be false or incorrect, you have right to reject our bid at any stage including forfeiture of our EMD/PBG/cancel the award of contract. In this event, the Navsari Agricultural University reserves the right to take legal action against me/us.
10. I/We hereby assured that all our quoted item/s meet or exceed the requirement and are absolutely compliment with specification mentioned in the bid document.
11. My/Our Company has not filed any Writ Petition, Court matter and there is no court matter filed by State Government and its Board Corporation, is pending against our company.
12. I/We hereby commit that we have paid all outstanding amounts of dues / taxes / cess / charges / fees with interest and penalty.
13. In case of breach of any tender terms and conditions or deviation from bid specification other than already specified as mentioned above, the decision of purchase committee appointed by NAU for disqualification will be accepted by me/us.

Whatever stated above is true and correct to the best of my knowledge and belief.

Date :

Stamp & Sign of the bidder

Place:

(Signature and seal of the Notary)

Annexure-III

CAPABILITY STATEMENT (CS)

1. Name & Address of the Bidder Phone:

2. Classifications (1) Manufacturer
(2) Authorized Agent
(3) Dealer
(4) Others (please specify)

3. Plant: (a) Location :

4. Type of equipment manufactured and supplied during last 2 years.

Name of manufacturer & its country of origin	Name of equipment	Capacity and size of equipment supplied	No of equipments supplied in India (last two years)

5. Turnover for similar equipments sold in last two years.

6. Details of Testing facilities available

- a) List testing equipment available
- b) Give details of tests which can be carried out on items offered.
- c) Details of the testing organization available

7. Nearest service centres to each of the destination installations:

Location _____

Phone No. _____

Year of Establishment _____

8. Names of two buyers to whom similar equipment was supplied in the past and to whom reference may be made by the Purchaser regarding the bidder's technical and delivery ability.

1) _____

2) _____