



GOVERNMENT OF ASSAM

Assam Society for Comprehensive Financial Management System (AS-CFMS)

NATIONAL COMPETITIVE BIDDING FOR
(Two-Envelope Bidding Process with e-Procurement)
PROCUREMENT OF SCIENTIFIC INSTRUMENTS AND RELATED SERVICE FOR
MODERNIZATION OF ASSAM EXCISE CHEMICAL LABORATORY AT
GUWAHATI BIOTECH PARK, ASSAM.

Bid reference	IN-AS-CFMS-283562-GO-RFB
Date of Commencement of downloading of bid document	12 /05/2022 from 11 A.M
Start date of seeking clarification if any	12/05/2022 form 11 A.M
Last date for seeking clarification if any,	25/05/2022 up to 11 AM
Pre-bid meeting	26/05/2022 at 3:30 PM
Bid submission start date	From 1/06/2022 at 5:00 PM
Last date for downloading of bid document from the E-procurement platform: http://assamtenders.gov.in	13/06/2022 up to 3:00 PM
Last date and time for online bid submission /uploading of bid in E – procurement platform	13/06/2022 up to 3:00 PM
Date and Time for Technical Bid opening in e-Procurement Portal	13/06/2022 at 3.30 PM

Last date and time for hard copy submission (* bid security, power of attorney etc)	13/06/2022 upto 3:30 PM
Place of opening of bids and address for communication	Online Bid opening on e-procurement portal. Address for Communication : 8 th Floor, Shri Kamakhya Tower, Christian Basti, Guwahati-5

Note:

- (1) In the event of the specified date of opening of bids being declared a holiday for the purchaser, the bid shall be opened on the next working day at the same time and venue.
- (2) Completed bids shall be uploaded on the e –procurement platform by the Bidders using their user ID and addressed to the Project Director, AS-CFMS in the manner described under Instructions to Bidders Section-II of Bid Documents on or before the stipulated last date & time.

Essential Requirements for Bid submission

1. Tender documents can be downloaded from the website <http://assamtenders.gov.in>
2. To participate in this tender process through e-procurement document, bidder should have valid Digital Signature Certificate (DSC) of class –III signing (minimum) and have to register in the portal <http://assamtenders.giv.in>
3. The tender processing fee and Bid security will be paid online as per Finance Department Office Memorandum No.FEB.269/2017/27 dated 21.08.2019 (copy enclosed for ready reference). In case, the Bid security is the form of Bank Guarantee, it is to be submitted in hard copy and power of Attorney is to be submitted in hard copy. All other documents along with prices shall be submitted online only on the e-procurement portal.
4. Bids submitted through any other mode shall not be accepted.

SECTION I: INVITATION FOR BIDS (IFB)

NATIONAL COMPETITIVE BIDDING FOR
PROCUREMENT OF SCIENTIFIC INSTRUMENTS AND RELATED SERVICE FOR
MODERNIZATION OF ASSAM EXCISE CHEMICAL LABORATORY AT
GUWAHATI BIOTECH PARK, ASSAM.

(Two-Envelope Bidding Process with e-Procurement)

INVITATION FOR BIDS (IFB)
E-Procurement Notice

Date : 12_/05/2022

Loan No. : IN -8765-IN

IFB No. : N-AS-CFMS-283562-GO-RFB

1. The Government of India has received financing from the World Bank towards the cost of *Assam State Public Finance Institutional Reforms (ASPIRe) Project* and it is intended that part of the proceeds will be applied to eligible payments under the contract for **Procurement of Scientific Instruments and Related Services for Modernization of Assam Excise Chemical Laboratory at Guwahati Biotech Park, Assam.**
2. The Project Director, Assam Society for Comprehensive Financial Management System (AS-CFMS), now invites online bids from eligible bidders for Procurement of Scientific Instruments and Related Services indicated in the table below to be installed at Guwahati Biotech Park, Assam. The bidder may submit the bid for any or all the package of instruments specified below:

Package No	Description of equipment	Unit	Quantity	Cost of bid processing fee	Bid security fee in Rs
1	Gas Chromatograph (GC) with FID, auto injector, auto integrated software & accessories	Lot	1	5000	66,000/-
2	UV-VIS spectrophotometer, Auto-titrator and PH meter	Lot	1		42,000/-
3	Rotary evaporator with Vacuum Pump and chiller	Lot	1		38,000/-

4	Vacuum Oven with Vacuum Pump, High precision analytical balance, Precision balance, Oil baths, Hot plate with magnet stirrers and Hot Air Oven, Micropipettes, Digital Thermometer Pt - 100, Muffle Furnace, Constant Temperature water bath.	Lot	1		25000/-
5	Distillation unit for volatile acid content and alcohol Content	Lot	1		28,000/-
6	Upright Manual Trinocular microscope with Digital Camera, and computer	Lot	1		60,000/-
7	Dissolved Co ₂ , Digital Alcohol meter, Alkolyzer all in one system	Lot	1		2,10,000/-
8	Glassware drier, Glassware washer	Lot	1		6,000/-
9	Incinerator for Alcohols and other organics incinerator for Alcohols and other organics	Lot	1		60,000/-

NB: The Bid processing fee Rs 5000/- is fixed for one package or more than package.

3. Bidding will be conducted through the National Competitive Bidding (NCB) procedures agreed with World Bank. The bidding is open to all eligible bidders as defined in the Bank's 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.
4. Bidding documents are available online on www.assamtenders.gov.in for free. However for participate in the bidding process, bidder has to pay processing fee of Rs 5000 /- (Rupees five thousand only) using the online payment feature available in the e-procurement portal. . Bidders will be required to register in the website, which is free of cost. The bidder would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.
- (a) Bid Processing Fee : INR 5000 /-
(non-refundable)
- (b) Date of commencement of sale of bidding document : 12/05/2022 from 11 AM
:
- (c) Pre-bid meeting : 26/05/2022 at 3.30 PM
- (e) Last date for sale of Bidding document : 13/06/2022 upto 3pm
- (f) Last date and time for Submission of bids : 13/06/2022 upto 3.00 pm
- (g) Time and date of Opening of bids-technical part¹ : 13/06/2022_/at 3.30pm
5. For submission of the bids, the bidder is required to have Digital Signature Certificate (DSC Class III) from one of the authorized Certifying Authorities, authorised by Government of India for issuing DSC. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website: www.assamtenders.gov.in. A Bid processing fee of Rs. 5000/- (inclusive of tax) is required to be paid (to be submitted along with other documents listed in paragraph 7 below) before the bid submission deadline.
6. Bids security of the amount specified in the bidding document, drawn in favor of Project Director, AS-CFMS must be deposited using online portal EMD facility available in www.assamtenders.gov.in. In case bidder chooses to submit bid security in the form of
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bank guarantee issued by any scheduled bank, a scanned copy of the same must be uploaded as a part of Technical bid. The Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid. The original physical copy must reach the office of the undersigned before the deadline for submission. Bids must be submitted online on **www.assamtenders.gov.in** on or before the bid submission deadline, and the 'Technical Part' of bids will be opened online on the specified time and date for opening of bids, as given above. The "Financial Part" shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of bids.

7. Other details can be seen in the bidding document. The Purchaser shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Purchaser shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.

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Project Director
AS-CFMS

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PART 1 – BIDDING PROCEDURES

SECTION I - INSTRUCTIONS TO BIDDERS [ITB]

Section I. Instructions to Bidders

A. General

- 1. Scope of Bid**
- 1.1 The Purchaser **indicated in the Bidding Data Sheet (BDS)**, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this National Competitive Bidding (NCB) procurement are **specified in the BDS**.
- 1.2 Throughout these Bidding Documents:
- (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex, including if **specified in the BDS**, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;
- (b) if the context so requires, “singular” means “plural” and vice versa; and
- (c) “day” means calendar day.
- 2. Source of Funds**
- 2.1 The Government of India (hereinafter called “Borrower”) **specified in the BDS** has applied for or received financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount **specified in BDS** toward the project **named in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.
- 2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan or other financing) 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 decision of the United Nations Security Council taken under

Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the funds.

3. Corrupt & Fraudulent Practices

- 3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.
- 3.2 In further pursuance of this policy, Bidders shall permit and shall cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the Bank to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

4. Eligible Bidders

- 4.1 A Bidder may be a firm that is a private entity, or a government owned entity subject to ITB 4.5.
- 4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:
- a. directly or indirectly controls, is controlled by or is under common control with another Bidder; or
 - b. receives or has received any direct or indirect subsidy from another Bidder; or
 - c. has the same legal representative as another Bidder; or
 - d. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
 - e. participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
 - f. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods/equipment that are the subject of the bid; or
 - g. any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or

- h. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any of its affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - i. has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract.

- 4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.

- 4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or 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 have determined. The list of debarred firms and individuals is available at the electronic address **specified in the BDS.**

- 4.5 Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under

commercial law, and (iii) are not dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.

4.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid-Securing Declaration.

4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

4.8 A bidder shall provide such evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

5. Eligible Goods and Related Services

5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.

5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial

plants; and “related services” includes services such as insurance, installation, training, and initial maintenance.

- 5.3 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

B. Contents of Bidding Document

6. Sections of Bidding Documents

- 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Eligible Countries
- Section VI Bank Policy-Corrupt and Fraudulent Practices

PART 2 Supply Requirements

- Section VII. Schedule of Requirements

PART 3 Contract

- Section VIII. General Conditions of Contract (GCC)
- Section IX. Special Conditions of Contract (SCC)
- Section X. Contract Forms

- 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.

- 6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, minutes of pre-bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents.

7. Clarification of Bidding Documents

- 7.1 The electronic bidding system **specified in the BDS** provides for online clarifications. A prospective Bidder requiring any clarification on the Bidding Documents may notify the Purchaser online. Clarifications requested through any other mode shall not be considered by the Purchaser. The Purchaser will respond to any request for clarification, provided that such request is received no later than fifteen (15) days prior to the deadline for submission of bids. Description of clarification sought and the response of the Purchaser shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 22.2. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document.

8. Amendment of Bidding Documents

- 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum. The addendum will appear on the e-procurement system under "Latest Corrigendum" and email notification is also automatically sent to those bidders who have started working on the tender, or as **otherwise specified in BDS**.
- 8.2 Any addendum thus issued shall be part of the Bidding Documents and shall be deemed to have been communicated to all the bidders.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 22.2

C. Preparation of Bids

- 9. Cost of Bidding** 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid** 10.1 The Bid, 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 that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English language, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid** 11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.
- 11.2 **The Technical Part** shall contain the following:
- (a) Letter of Bid – Technical Part, in accordance with ITB Clause 12;
 - (b) Bid Security, in accordance with ITB Clause 19.1, if required;
 - (c) Alternative bids – Technical Part, if permissible, in accordance with ITB 13, the Technical Part of any Alternative Bid;
 - (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 20.2;
 - (e) documentary evidence in accordance with ITB Clause 17 establishing the Bidder’s qualifications to perform the contract if its bid is accepted;
 - (f) documentary evidence in accordance with ITB 17 establishing the Bidder’s eligibility to bid;
 - (g) documentary evidence in accordance with ITB Clause 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;

- (h) documentary evidence in accordance with ITB Clauses 16, that the Goods and Related Services conform to the Bidding Documents;
- (i) Manufacturer's authorization form; and
- (j) any other document **required in the BDS.**

11.3 The **Financial Part** shall contain the following:

- (a) Letter of Bid – Financial Part: prepared in accordance with ITB 12 and ITB 14;
- (b) Price Schedules: completed prepared in accordance with ITB 12 and ITB 14;
- (c) Alternative Bid - Financial Part; if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid; and
- (d) any other document **required in the BDS.**

11.4 The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part, the Bid shall be declared non-responsive.

11.5 The Bidder shall furnish in the Letter of Bid, information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

- 12. Process of Bid Submission**
- 12.1 The Letter of Bid – Technical Part, Letter of Bid – Financial Part, and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.
- 12.2 Entire Bid including the Letter of Bid and filled-up Price Schedules shall be submitted online on e-procurement system specified in ITB 7.1. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. Scanned copies of documents listed in clauses 11 and 12.3 should also be uploaded on this website.
- 12.3 **Submission of Original Documents:** The bidders are required to separately submit (i) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered) (as per RFB); (ii) original bid security in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office **specified in the BDS**, before the bid submission deadline, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid is not to be submitted.
- 13. Alternative Bids**
- 13.1 Unless otherwise **specified in the BDS**, alternative bids shall not be considered.
- 14. Bid Prices and Discounts**
- 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid – Financial Part and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.
- 14.3 The price to be quoted in the Letter of Bid – Financial Part, in accordance with ITB 12.1, shall be the total price of the bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid – Financial Part in accordance with ITB 12.1.

- 14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, **unless otherwise specified in the BDS**. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
- 14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise **specified in the BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are submitted and opened at the same time.
- 14.7 The terms EXW and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, **as specified in the BDS**.
- 14.8 Prices shall be quoted as specified in the Price Schedule included in Section IV, Bidding Forms. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:
- (a) **For Goods:**
- (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable), including GST as applicable payable on the finished Goods;

- (ii) any other taxes if payable in India on the Goods, if the contract is awarded to the Bidder; and
 - (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) **specified in the BDS.**
- (b) for the Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:
- (i) the price of each item comprising the Related Services (inclusive of any applicable taxes).

14.9 Deemed Export Benefits

Bidders may like to ascertain availability of tax/duty exemption benefits, if any, available for contracts financed under World Bank Credits/ Loans. They are solely responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Purchaser will not compensate the bidder.

Where the bidder has quoted taking into account such benefits, it must give all information required for issue of necessary Certificates in terms of the Government of India's relevant Notification along with its bid as per form stipulated in Section IV Bidding Forms.

If the Bidder has considered the Deemed Export Benefits in its bid, the Bidder shall confirm and certify that the Purchaser will not be required to undertake any responsibilities of the deemed export scheme or the benefits available during contract execution except issuing the required certificates. Bids which do not conform to this provision or any condition by the Bidder which makes the bid subject to availability of deemed export benefits or compensation on withdrawal of or any variations in the deemed export benefits scheme will make the bid non responsive and hence liable to rejection.

- 15. Currencies of Bid & Payment**
- 15.1 The Bidder shall quote the Price in Indian Rupees only.
- 16. Documents Establishing the Eligibility and conformity of the Goods and Related Services**
- 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
- 16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.
- 16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII Schedule of Requirements.
- 16.4 The Bidder shall also furnish 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 during the period **specified in the BDS** following commencement of the use of the goods by the Purchaser.
- 16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII Schedule of Requirements.

- 17. Documents Establishing the Eligibility & Qualifications of the Bidder**
- 17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part., included in Section IV, Bidding Forms.
- 17.2 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 the Bidder meets each of the qualification criterion Criteria specified in Section III, Evaluation and Qualification;
 - (b) (i) that, if **required in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;
 - (ii) Supplies for any particular item in each schedule of the bid should be from one manufacturer only. Bids from agents offering supplies from different manufacturers for the same item of the schedule in the bid will be treated as non-responsive.
 - (iii) that, if **required in the BDS**, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications;
 - (c) Bids from Joint Ventures are not acceptable.
- 18 Period of Validity of Bids**
- 18.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall

be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB Sub-Clause 18.3.

18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:

- (a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor **specified in the BDS** for each week or part of the week that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful bidder.
- (b) In the case of adjustable price contracts, no adjustment shall be made.
- (c) In any case, bid evaluation shall be based on the bid Price without taking into consideration the applicable correction from those indicated above.

19 Bid Security

19.1 The Bidder shall furnish as part of the Technical Part of its bid, a Bid Security, if required, as **specified in the BDS**.

19.2 Not used.

19.3 The Bid Security shall be in the amount **specified in the BDS** and denominated in Indian Rupees or a freely convertible currency, and shall:

- (a) at the bidder's option, be in the form of either a certified check, demand draft, letter of credit, or a bank guarantee from a Nationalized /Scheduled Bank in India, or another security specified **in the BDS**;
- (b) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;

- (c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 19.7 are invoked;
- (d) be submitted in its original form; copies will not be accepted;
- (e) remain valid for a period of 45 days beyond the original validity period of the bids, or beyond any period of extension of bid validity, if so requested under ITB Clause 18.2.

19.4 If a Bid Security is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.

19.5 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB Clause 44.

19.6 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.

19.7 The Bid Security may be forfeited:

(a) if a Bidder

(i) withdraws its bid during the period of bid validity specified by the Bidder in the Letter of Bid (Technical Part and/or Financial Part), except as provided in ITB Sub-Clause 18.2;

or

(ii) does not accept the correction of errors in pursuant to ITB 35,

or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB Clause 43;

or

- (ii) furnish a Performance Security in accordance with ITB Clause 44.

19.8 Not used.

19.9 If a bid security is **not required in the BDS**, and

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or does not accept the correction of errors pursuant to ITB 35; or
- (b) if the successful Bidder fails to sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;

the Borrower may, **if provided for in the BDS**, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time **as stated in the BDS**.

20 Format and Signing of Bid

20.1 The Bidder shall prepare the Bid as per details given in ITB 21.

20.2 The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall consist of a written confirmation **as specified in the BDS** and shall be uploaded along with the bid.

20.3 Not used.

20.4 Corrections if any in the bid can be carried out by editing the information before electronic submission on e-procurement portal.

D. Online Submission of Bids

21 Preparation of Bids

21.1 Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in BDS 7.1. Detailed guidelines for viewing bids and submission of online bids are given on the website. The Invitation for Bids under this Project is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of goods for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature Certificate (DSC) in the form of smart

card/e-token obtained from any authorised certifying agency of Government of India (for class of DSC **specified in BDS**). The bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid, otherwise the bid will be rejected.

- 21.2 The completed bid comprising of documents indicated in ITB 12, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security.
- 21.3 All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.
- 21.4 Physical, Email, Telex, Cable or Facsimile bids will be rejected as non-responsive.

22 Deadline for Submission of Bids

- 22.1 Bids must be uploaded online no later than the date and time **specified in the BDS**.
- 22.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

23 Late Bids

- 23.1 The electronic bidding system would not allow any late submission of bids after due date & time as per server time.

24 Withdrawal, Substitution, and Modification of Bids

- 24.1 Bidders may modify their bids by using appropriate option for bid modification on the e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not required to withdraw

his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed **if specified in BDS**).

- 24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall not be opened.
- 24.3 No bid may be withdrawn, substituted, or modified 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 Letter of Bid (Technical Part and/or Financial Part) or any extension thereof.

E. Public Opening of Technical Parts of Bids

25 Public Opening of Technical Parts of Bids

- 25.1. The Purchaser shall publicly open Technical Parts of all bids received by the deadline, at the date, time and place **specified in the BDS**, in the presence of Bidder's designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 12.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 12.3 will be declared non-responsive and will not be opened. Thereafter, bidder's names, and such other details as the Purchaser may consider appropriate will be notified online as Technical Part bid opening summary.

In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.

- 25.2 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the

same for viewing online. Only Technical Parts of Bids, alternative bids - Technical Parts if permitted in ITB 13 that are opened at Bid opening shall be considered further for evaluation.

E. Evaluation of Bids – General Provisions

- 26 Confidentiality**
- 26.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until information on Contract Award is communicated to all Bidders in accordance with ITB 42.
- 26.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.
- 27 Clarification of Bids**
- 27.1 To assist in the examination, evaluation, comparison of the bids and post-qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid, that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 35.
- 27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.
- 28 Deviations, Reservations, Omissions**
- 28.1 During the evaluation of bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Documents;

(b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and

(c) “Omission” is the failure to submit part or all of the information or documentation required in the Bidding Documents.

29 Nonconformities, Errors and Omissions

29.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities or omissions in the Bid which do not constitute a material deviation, reservation or omission.

29.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price or substance of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

29.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified **in the BDS**.

G. Evaluation of Technical Parts of Bids

30 Evaluation of Technical Parts

30.1 In evaluating the Technical Parts of each Bid, the Purchaser shall use the criteria and methodologies listed in ITB 31, ITB 32, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.

31 Determination of Responsiveness

31.1 The Purchaser’s determination of a bid’s responsiveness is to be based on the contents of the bid itself as defined in ITB 11.

31.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

(a) If accepted, would

- (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
- (b) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

31.2.1 Bids from Agents, without proper authorization from the manufacturer as per Section IV, shall be treated as non-responsive.

31.3.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.

31.3.2 The Purchaser shall examine the bid to confirm that the Bidder has accepted all terms and conditions specified in GCC and the SCC without material deviations or reservations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 18), Warranty (GCC Clause 28), Force Majeure (Clause 32), Limitation of liability (GCC Clause 30), Governing law (GCC Clause 9) and Taxes & Duties (GCC Clause 17) 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.

31.4 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

32 Qualification of the Bidders

32.1 The Purchaser shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive to the bidding document, meet the

Qualification Criteria specified in Section III, Evaluation and Qualification Criteria.

- 32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.
- 32.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 32.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening

H. Public Opening of Financial Parts of Bids

33 Public Opening of Financial Parts

- 33.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Purchaser shall notify in writing those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, advising them of the following information:
- (a) their Technical Part of Bid failed to meet the requirements of the bidding document;
 - (b) their Financial Part of the Bid shall not be opened; and
 - (c) notify them of the date and time for public opening of the Financial Parts of the Bids. Financial Parts of the bids shall not be opened earlier than seven (7) days from the communication of technical evaluation results to the bidders.
- 33.2 The Purchaser shall, simultaneously, notify in writing those Bidders whose Technical Parts have been evaluated as

substantially responsive to the bidding document and met the Qualification Criteria, advising them of the following information:

- (a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;
- (b) their Financial Part of Bid will be opened at the public opening of Financial Parts;
- (c) notify them of the date and time of the second public opening of the Financial Parts of the Bids, as **specified in the BDS**.

33.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, the total amount of each bid, including any discounts and Alternative Bid – Financial Part, and such other details as the Purchaser may consider appropriate will be notified online by the Purchaser at the time of bid opening.

In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.

33.4 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation.

I. Evaluation of Financial Parts of Bids

34 Evaluation of Financial Parts

34.1 To evaluate the Financial Part of each Bid, the Purchaser shall consider the following:

- (a) evaluation will be done for Items or Lots (contracts), as specified **in the BDS**; and the Bid Price as quoted in accordance with ITB 14;
- (b) Not used;
- (c) price adjustment due to discounts offered in accordance with ITB 14.4;
- (d) Not used;
- (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 29.3; and
- (f) the additional evaluation factors specified in the BDS as per ITB 34.5 from amongst those set out in Section III, Evaluation and Qualification Criteria.

34.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

34.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid - Financial Part, is specified in Section III, Evaluation and Qualification Criteria.

34.4 The Purchaser's evaluation of a Bid shall include (i) price quoted EXW including GST as applicable on the finished goods; (ii) other taxes, if any, payable on finished goods; (iii) price for inland transportation, insurance, and other local services required to convey the Goods to their Final Destination; and (iv) price for Related Services, if any.

34.5 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified **in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The

criteria and methodologies to be used shall be as specified in ITB 34.1 (f).

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|------------------------------------------------------------------------------|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 35 Correction of Arithmetical Errors | 35.1 | The e-procurement system automatically calculates the total amount from unit rates and quantities and the system also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction. |
| 36 Conversion to Single Currency | 36.1 | Not applicable. |
| 37 Margin of Domestic Preference | 37.1 | Not applicable. |
| 38 Comparison of Financial Parts | 38.1 | The Purchaser shall compare the evaluated prices of all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 34. |
| 39 Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids | 39.1 | 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 Bidders. In case of annulment, all documents submitted and specifically, bid securities, shall be promptly returned to the Bidders. |

J. Award of Contract

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|-----------------------------------------------------------------|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 40 Award Criteria | 40.1 | Subject to ITB 39.1, the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |
| 41 Purchaser's Right to Vary Quantities at Time of Award | 41.1 | At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS , and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents. |

- 42 Notification of Award**
- 42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter called “Letter of Acceptance”) shall specify the sum that the purchaser will pay in consideration of the supply of Goods (hereinafter called “the Contract Price”).
- Publication of Award**
- 42.2 At the same time the Purchaser shall publish in a National website (GOI web site-<http://tenders.gov.in> or GoI Central Public Procurement Portal <https://eprocure.gov.in/cppp/>) or on the Purchaser’s website with free access if available, or in the official gazette, the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the successful Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.
- Recourse to Unsuccessful Bidders**
- 42.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests in writing the grounds on which its bid was not selected.
- 42.4 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 42.5 Upon the successful Bidder’s furnishing of the performance security and signing the Contract Form pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 19.5
- 43 Signing of Contract**
- 43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.
- 43.2 Within twenty-one (21) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
- 44 Performance Security**
- 44.1 Within twenty-one (21) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in

Section X Contract forms, or another Form acceptable to the Purchaser. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

SECTION II - BIDDING DATA SHEET

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Clause Reference	A. General															
ITB 1.1	<p>The Purchaser is: Project Director, ASPIRe, AS-FMS 8th Floor, Shri Kamakhya Tower, GS Road, Christian Basti, Guwahati, State : Assam Country :India Pin: 781006. Email:- aspirepmu@gmail.com</p>															
ITB 1.1	<p>The name and identification number of the NCB is: Procurement of Scientific Instruments and Related Services for Modernization of Assam Excise Chemical Laboratory at Guwahati Biotech Park, Assam.</p> <p>The number, identification and names of the lots (contracts) comprising this NCB are: IN-AS-CFMS-283562-GO-RFB</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Package No</th> <th style="text-align: center;">Description of the Equipment</th> <th style="text-align: center;">Unit</th> <th style="text-align: center;">Quantity</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Gas Chromatograph (GC) with FID, auto injector, auto integrated software & accessories</td> <td style="text-align: center;">Lot</td> <td style="text-align: center;">1</td> </tr> <tr> <td style="text-align: center;">2</td> <td>UV-VIS spectrophotometer -1No, Auto-titrator- 1 No and PH meter -2 No</td> <td style="text-align: center;">Lot</td> <td style="text-align: center;">1</td> </tr> </tbody> </table>				Package No	Description of the Equipment	Unit	Quantity	1	Gas Chromatograph (GC) with FID, auto injector, auto integrated software & accessories	Lot	1	2	UV-VIS spectrophotometer -1No, Auto-titrator- 1 No and PH meter -2 No	Lot	1
Package No	Description of the Equipment	Unit	Quantity													
1	Gas Chromatograph (GC) with FID, auto injector, auto integrated software & accessories	Lot	1													
2	UV-VIS spectrophotometer -1No, Auto-titrator- 1 No and PH meter -2 No	Lot	1													

	3	Rotary evaporator with Vacuum Pump and chiller	Lot	1
	4	Vacuum Oven with Vacuum Pump -1 No, High precision analytical balance -2 Nos, Precision balance -1 No, Oil baths-4 Nos, Hot plate with magnet stirrers- 3 Nos, and Hot Air Oven- 1 Nos Micropipettes -5 Nos, Digital Thermometer Pt - 100- 3 Nos , Muffle Furnace -1 no, Constant Temperature water bath -2 Nos	Lot	1
	5	Distillation unit for volatile acid content and alcohol Content	Lot	1
	6	Upright Manual Trinocular microscope with Digital Camera, and computer	Lot	1
	7	Dissolved Co2, Digital Alcohol meter, Alkolyzer all in one system	Lot	1
	8	Glassware drier, Glassware washer	Lot	1
	9	Incinerator for Alcohols and other organics incinerator for Alcohols and other organics	Lot	1
ITB 1.2(a)	The Purchaser shall use the electronic-procurement system specified in BDS 7.1 to manage this Bidding process.			
ITB 2.1	The Borrower is Government of India Loan or Financing Agreement Amount: US 44 Million.			

ITB 2.1	The name of the Project is: Assam State Public Finance Institutional Reforms (ASPIRe) Project.
ITB 4.4	A list of firms debarred from participating in World Bank projects is available at http://www.worldbank.org/debarr
	B. Contents of Bidding Documents
ITB 7.1	<p>Electronic – Procurement System</p> <p>The Purchaser shall use the following electronic-procurement system to manage this Bidding process:</p> <p><u>www.assamtender.gov.in</u></p> <p>Bidder may attend pre-bid meeting through virtual mode on 26.05.2022 at 3.30 PM as link given below :</p> <p>https://meet.google.com/iog-ffxc-hqw</p>
ITB 8.1	The addendum will appear on the e-procurement system under www.assamtender.gov.in and email notification is also automatically sent to those bidders who have started working on this tender.
	C. Preparation of Bids
ITB 11.2(i)	Replace “manufacturer’s authorization form “ with “Current and valid Manufacturer’s Dealership certificate on Date of Bid opening”.
ITB 11.2(j)	<p>The Bidder shall submit the following additional documents in its bid – technical bid.</p> <ol style="list-style-type: none"> 1. The Bidder should furnish the information on all past supplies and satisfactory performance in proforma in section VII-Schedule of requirement. 2. All bid submitted shall also include following information along with the bid – <ol style="list-style-type: none"> a. Copies of original documents defining the constitution or legal status, place of registration and principle place of business of the company or firm or partnership, etc

	<p><i>b.</i> The bidder should clearly confirm that all the facilities exist in his factory for inspection and testing and these will be made available to the Purchaser or his representative for inspection.</p> <p><i>c.</i> Details of Service Centre and information on service support facilities that would be provided during/after the warranty period</p> <p><i>d.</i> Reports on financial standing of the Bidder such as profit and loss statements, balance sheets and auditor's report for the past five years, banker's certificates, etc.</p> <p><i>e.</i> PAN & GST registration Certificate.</p> <p><i>f.</i> The bidder shall disclose instance of previous past performance that may have resulted into adverse actions taken against the bidder during the last five years. Such adverse actions taken against the bidder may be treated as unsatisfactory performance history while deciding the award of contract. If no instance of previous past performance has resulted into adverse actions this should be clearly indicated in the Bidder's bid</p>
ITB 11.3(d)	The Bidder shall submit the following additional documents in its bid – financial part: No Other document.
ITB 12	Note for Bidders: Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the forms that are available for online filling on the e-portal. The rest of the forms shall be download by the bidders and filled up. The filled up pages shall then be scanned and uploaded on the e-procurement portal along with the scanned copies of the supporting documents.
ITB 12.3	For submission of original documents, the Purchaser's address is: Attention: Shri Manzil Hussain , Project Director, ASPIRe, AS-CFMS 8 th Floor, Shri Kamakhya Tower, GS Road, Christian Basti, Guwahati, Assam-781006
ITB 12.3 (i)	The ITB clause 12.3 (i) replaced as : 1. Bidders shall pay processing fee using the online payment feature available in the e-Procurement portal at the time of submission of bids.
ITB 13.1	Alternative Bids <i>shall not be considered.</i>

ITB 14.5	The prices quoted by the Bidder Shall <i>not be</i> subject to adjustment during the performance of the Contract.
ITB 14.7	The Incoterms edition is Incoterms 2020.
ITB 14.8 (a) (iii)	“Final destination (Project Site)”: Guwahati Bio Tech Park, Technology Complex, Transit Complex Rd, IIT Guwahati, Guwahati, Assam 781039
ITB 16.4	Period of time the Goods are expected to be functioning (for the purpose of spare parts): 5 year.
ITB 17.2 (b) (i)	Manufacturer’s authorization is not required. Provide Dealership Certificate as per Bid Data Sheet ITB 11.2(i).
ITB 17.2 (b)iii	After Sales service is required which the Supplier shall provide.
ITB 18.1	The bid validity period shall be 180 days.
ITB 18.3(a)	The factor will be 5 % per annum.
ITB 19.1	<p>Bid Security and Tender processing fee will be paid online as per OM FEB.269/2017/27 Dated-21.08.2019. In case of Bank Guarantee, the bidders are required to submit the hard copy in original.</p> <p>Bidders are required to provide contact details of the issuing bank (fax/email) for the purpose of verifying the authenticity of the bid security. The Bank guarantee Should be pledged in favor of Project Director, AS-CFMS.</p> <p>Scanned copy of bid security to be uploaded online along with bid and original bid security to be submitted before online bid opening as per procedures specified in the bidding document</p> <p>Bid shall include a Bid Security (issued by bank) included in Section IV Bidding Forms.</p>

ITB 19.3

The amount of the Bid Security shall be for each item as under. In case the bidder wishes to bid for than one item he will submit the bid security by clubbing the amount and indicate security for separate packages.

Package No	Description of equipment	Unit	Quantity	Bid security fee in Rs
1	Gas Chromatograph (GC) with FID, auto injector, auto integrated software & accessories	Lot	1	66,000/-
2	UV-VIS spectrophotometer -1No Auto-titrator -1 No and PH meter -2No	Lot	1	42,000/-
3	Rotary evaporator with Vacuum Pump and chiller	Lot	1	38,000/-
4	Vacuum Oven with Vacuum Pump- 1 No, High precision analytical balance- 2 Nos, Precision balance -1 No, Oil baths – 4Nos ,Hot plate with magnet stirrers -3 Nos and Hot Air Oven- 1 Nos, Micropipettes -5 Nos, Digital Thermometer Pt - 100 -3 Nos, Muffle Furnace – 1 No Constant Temperature water bath -2 No	Lot	1	25000/-
5	Distillation unit for volatile acid	Lot	1	28,000/-

			content and alcohol Content			
	6	Upright Manual Trinocular microscope with Digital Camera, and computer	Lot	1	60,000/-	
	7	Dissolved Co2, Digital Alcohol meter, Alkolyzer all in one system	Lot	1	2,10,000/-	
	8	Glassware drier, Glassware washer	Lot	1	6,000/-	
	9	Incinerator for Alcohols and other organics incinerator for Alcohols and other organics	Lot	1	60,000/-	
ITB 19.3 (a)	Other types of acceptable securities are None .					
ITB 20.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: A copy of the “Power of Attorney” confirming the signature as a person duly authorized to sign on behalf of the bidder.					
	D. Online Submission and Opening of Bids					
ITB 21.1	Class of DSC required is III .					
ITB 22.1	The deadline for uploading of bids is: Date: 13.06.2022 Time: 3.00 PM					
ITB 24.1	Not Allowed.					

	E. Public Opening of Technical Parts of Bids
ITB 25.1	<p>The Technical Parts of Bids shall take place online on the e procurement portal i.e https://assamtenders.gov.in/nicgep/app Bidder can login the e procurement portal for participate in the online opening process.</p> <p>Date : 13/06/2022 at 3.30 PM Time : 3:30 P.M</p>
	F. Evaluation of Bids – General Provisions
ITB 29.3	<p>The adjustment shall be based on the highest price of the item or component as quoted in other substantially responsive Bids, subject to a maximum of the estimated price of the item. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Purchaser shall use its best estimate.</p>
	H. Public Opening of Financial Parts of Bids
ITB 33.2 (c)	<p>Following the completion of the evaluation of the Technical Parts of the Bids, the Purchaser will notify all Bidders of the date and time of the public opening of Financial Parts.</p> <p>The online opening of the Financial Parts of bids (for technically qualified bidders) shall take place online on the e procurement portal i.e https://assamtenders.gov.in/nicgep/app</p>
	I. Evaluation and Comparison of Bids
ITB 34.1(a)	<p>Evaluation Shall be done for each package separately and the contract will comprise the item (s) awarded to the successful bidder for that package. Bidder should quote for the complete requirement for goods and services specified in the lot/ packages as stated in ITB clause 14.6 failing which such bids will be treated as non-responsive.</p>
ITB 34.3	<p>Evaluation will be done for packages. There are Nine (9) packages in the IFB. Bids will be evaluated package wise and contract will comprise the items (s) awarded to the successful bidder. Bidder should quote for the complete requirement for goods and services specified in the lot/ packages as stated in ITB clause 14.6 failing which such bids will be treated as non-responsive.</p>

<p>ITB 34.5</p>	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: <i>[refer to Schedule III, Evaluation and Qualification Criteria; insert complementary details if necessary]</i></p> <p>(a) Deviation in Delivery schedule: Not used. No credit will be given to deliveries before the earliest date i.e 45 days and bids offering delivery after the final date (beyond 60 days) of stipulated delivery period will be treated as non-responsive. –</p> <p>(b) Deviation in payment schedule: Not used.</p> <p>(c) the cost of major replacement components, mandatory spare parts, and service: Not used.</p> <p>(d) the availability in the Purchaser’s Country of spare parts and after-sales services for the equipment offered in the bid- Yes.</p> <p>(e) The projected operating and maintenance costs during the life of the equipment: Projected comprehensive maintenance cost for equipment’s for three (3) -year period will be added in the bid price.</p> <p>(f) The prices quoted by the bidder towards Comprehensive Maintenance charges for the respective packages year wise for three years following the end of the warranty period shall be reduced to net present value (NPV) at a discount rate of 10% per annum; the NPV shall then be added to the bid prices of the respective packages for evaluation purpose only.</p> <p>(g) The additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.</p>
	<p>J. Award of Contract</p>
<p>ITB 41.1</p>	<p>The maximum percentage by which quantities may be increased is: <i>15%</i></p> <p>The maximum percentage by which quantities may be decreased is: <i>15%</i></p>

SECTION III. EVALUATION AND QUALIFICATION CRITERIA

This Section complements the Instructions to Bidders. It contains the criteria that the Purchaser shall use to evaluate a bid and determine whether a Bidder qualifies in accordance with ITB 34 & 36. No other criteria shall be used.

TECHNICAL PART

1. Qualification (ITB 32)

1.1 Qualification Criteria (ITB 32.1)

The Purchaser shall assess each Bid against the following Qualification Criteria. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

(a) Financial Capability:

The Minimum required annual turnover in respect of successful bidder in any two of the last five (5) years i.e 2017-18 to 2020-2021 shall be of values as indicated in the table below in INR.

1. Package-1 : INR 66,00,000
2. Package -2: INR 42,00,000
3. Package-3: INR 38,00,000
4. Package-4: INR 25,00,000
5. Package -5: INR 14,00,000
6. Package-6 INR 60,00,000
7. Package-7: INR 210,00,000
8. Package-8: INR 6,00,000
9. Package -9: INR 60,00,000

N.B: To qualify for more than one package for which bids are invited in the IFB, the bidder must have minimum required annual turnover sufficient to meet the aggregate of financial capability as the qualification for those packages.

(b) Experience and Technical Capacity:

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

- i. The bidder should be a manufacturer who must have manufactured, tested and supplied the goods, similar to the type specified in the "Schedule of Requirements" up to at least 300% of the quantity indicated in Schedule of Requirements in any one of the last 5 years 2017 to 2021. Further, bidder should be in continuous business of manufacturing products similar to that specified in the schedule of requirements during the last three years prior to bid opening. The equipment is offered for supply must be of the most recent series models incorporating the latest improvements in design and models.

- ii. If a Bidder is a authorized dealer he must have successfully supplied, Installed and commissioned the equipment (s) similar to the schedule of requirements up to at least 100% of the quantity required in any one of the last five (5) year 2017-18 to 2021-2022, but is offering the Goods on behalf of the Manufacturer as mentioned as mentioned above at (i) whose goods have been offered.

The list of supplied and installed equipment's shall include:

- Name and address of Purchaser with contact details as email address/phone.
 - Contract no & date.
 - Equipment's/items ordered/supplied and installed with their respective quantities.
 - Scheduled completion date and actual complete date.
 - Detailed of Complaint, if any, received from the purchaser about the performance of the Equipment's/items.
- e) Bidder must furnish details of supplies made by him in the last five years in proforma attached in Section IV.
- f) Copies of original documents defining the constitution or legal status, place of registration and principle place of business of the company or firm or partnership, PAN, GST etc.
- g) Details of Service Centers and information on service support facilities that would be provided during the Comprehensive maintenance period including breakdown service

FINANCIAL PART

2. Margin of Preference (ITB 37) – Not Applicable

3. Evaluation (ITB 30, 31, and 34)

3.1. Evaluation Criteria (ITB 34.5)

The Purchaser shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying the criteria and methodologies, the Purchaser shall determine the substantially responsive lowest-evaluated bid.

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB Sub-Clause 34.1 (f) and in BDS referring to ITB 34.5, using the following criteria and methodologies.

- (a) Delivery schedule. (as per Incoterms specified in the BDS)

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of requirements. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period there will not be any adjustment. .

- (b) Deviation in payment schedule.- Bidders are not permitted to State any alternative payment schedule. The Bids offering alternative payment schedule will be treated as non-responsive.

- (d) Availability in the Purchaser is Country of spare parts and after sales services for equipment offered in the bid.

An adjustment equal to the cost of the to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined in BDS sub clause **ITB 34.5** , if quoted separately, shall be added in the bid price, for evaluation purpose only.

- (e) Projected operating and maintenance costs-the projected operating and maintenance costs during the life of the equipment. Projected comprehensive maintenance cost for equipment's and software (if any) for three **(3) year after warranty period for** -year period will be added in the bid price for evaluation purpose.

Projected maintenance cost for 4th and 5th year shall be mentioned by the bidder for price disclosure purpose only. The prices for 4th and 5th year shall not be included in the bid prices and also not for evaluation.

- (g) Specific additional criteria: Training to the laboratory staffs at Biotech Park, Kamrup ,Assam in two batches .The cost of the training will be added in the bid price for evaluation purpose.

3.2. Multiple Contracts (ITB 34.3) –Not Applicable

SECTION IV – BIDDING FORMS

1A. LETTER OF BID – TECHNICAL PART

The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.

Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.

No alterations to the text except as provided in ITB 20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]

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

NCB No.: *[insert number of bidding process]*

Invitation for Bid No.: *[insert No of IFB]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No. issued in accordance with ITB 8: *[insert the number and issuing date of each Addenda]*;
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.6;
- (d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services *[insert a brief description of the Goods and Related Services]*;
- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

- (g) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;
- (h) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (i) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;²
- (j) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (k) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;
- (l) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption; and
- (m) 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."

Name of the Bidder ***[insert complete name of person signing the Bid]***

Name of the person duly authorized to sign the Bid on behalf of the Bidder** ***[insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid ***[insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed ***[insert date of signing]*** day of ***[insert month]***, ***[insert year]***

²Bidder to use as appropriate

** : Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

1B. LETTER OF BID - FINANCIAL PART

The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.

Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.

No alterations to the text except as provided in ITB 20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]

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

NCB No.: *[insert number of bidding process]*

Invitation for Bid No.: *[insert No of IFB]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part. In submitting our Financial Part we make the following additional declarations:

- (a) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (b) The total price of our Bid, excluding any discounts offered in item (c) below, is:

In case of only one lot, total price of the Bid *[insert the total price of the bid in words and figures];*

In case of multiple lots, total price of each lot [insert the total price of each lot in words and figures];

In case of multiple lots, total price of all lots (sum of all lots) [insert the total price of all lots in words and figures];

- (c) The discounts offered and the methodology for their application are:
 - (i) The discounts offered are: *[Specify in detail each discount offered.]*
 - (ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]; Discounts.*

- (d) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate “none.”)

- (e) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of the Bidder *[insert complete name of person signing the Bid]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder** *[insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid *[insert complete title of the person signing the Bid]*

Signature of the person named above *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* day of *[insert month]*, *[insert year]*

** : Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

2. BIDDER INFORMATION FORM

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

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

NCB No.: *[insert number of bidding process]*

Page _____ of _____ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>
2. Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
3. Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
4. Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
<p>5. Bidder's Authorized Representative Information</p> <p style="margin-left: 20px;">Name: <i>[insert Authorized Representative's name]</i></p> <p style="margin-left: 20px;">Address: <i>[insert Authorized Representative's Address]</i></p> <p style="margin-left: 20px;">Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i></p> <p style="margin-left: 20px;">Email Address: <i>[insert Authorized Representative's email address]</i></p>
<p>6. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i></p> <p><input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.3.</p> <p><input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law and not dependent agency of borrower or sub-borrower or purchaser, in accordance with ITB Sub-Clause 4.5.</p> <p><input type="checkbox"/> Included are the organizational chart ,a list of Board of Directors, and the beneficial ownership</p>

Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

3. PRICE SCHEDULE FOR SUPPLY AS PER SCHEDULE OF REQUIREMENTS

Prices in Rs									
Date: _____									
NCB No: _____									
Alternative No: _____									
Page No _____ of _____									
1	2		3	4	5	6	7	8	9
Line Item No	Description of Goods	Country of Origin	Delivery Date	Quantity and physical unit	Unit price EXW [including GST as applicable]	Total EXW price per line item [including GST as applicable] (Col. 4×5)	Price per line item for inland transportation, insurance and other services required to convey the Goods to their final destination (ITB 14.8 (a)(iii))	Any other taxes if payable per item if Contract is awarded (in accordance with ITB 14.8(a)(ii))	Total Price per line item (Col. 6+7+8)
<i>1</i>	Gas Chromatograph (GC) with FID, auto injector, auto integrated software & accessories.		30 to 45 days from the date of signing contract	<i>1 lot</i>					

2	UV-VIS spectrophotometer- 1 no, Auto titrator-1 No and PH meter -2 Nos		30 to 45 days from the date of signing contract	1 lot					
3	Rotary Evaporator with Vacuum pump and chiller		30 to 45 days from the date of signing contract	1 Nos					

4	<p>Vacuum Oven with Vacuum Pump- 1 No, High</p> <p>Vacuum Oven with Vacuum Pump- 1 No, High precision analytical balance- 2 Nos, Precision balance -1 No, Oil baths – 4Nos ,Hot plate with magnet stirrers -3 Nos and Hot Air Oven- 1 Nos, Micropipettes -5 Nos, Digital Thermometer Pt -100 - 3 Nos, Muffle Furnace – 1 No Constant Temperature water bath -2 No</p>		30 to 45 days from the date of signing contract	1 lot					
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5	Distillation unit for volatile acid content and alcohol Content		30 to 45 days from the date of signing contract	1 lot					
6	Upright Manual Trinocular microscope with Digital Camera, and computer		30 to 45 days from the date of signing contract	1 lot					
7	Dissolved Co2, Digital Alcohol meter, Alkolyzer all in one system		30 to 45 days from the date of signing contract	1 lot					
8	Glassware drier, Glassware washer		30 to 45 days from the date of signing contract	1 lot					

9	Incinerator for Alcohols and other organics incinerator for Alcohols and other organics		30 to 45 days from the date of signing contract	1 lot						
									Total Price Rs	

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

Note: (a) The bidder shall fill up the Rates as per above format mentioned in the e –procurement portal.

4. PRICE AND COMPLETION SCHEDULE - RELATED SERVICES

Prices in Rs						Date: _____
						NCB No: _____
						Alternative No: _____
						Page N° _____ of _____
1	2	3	4	5	6	7
Service N°	Description of Services (excludes inland transportation and other services required in India to convey the goods to their final destination)	Country of Original	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 4*5)
1	<p><i>Performance of on-site assembly and start-up of the supplied instrument units and other associated software package (if any), The Supplier is responsible for all unpacking, assemblies, wiring, installations, cabling between instrument units, connecting it to the computer (wherever applicable) and connecting to power supplies. The Supplier will test all operations of the instruments, measurements and data production, storage & output and accomplish all adjustments necessary for successful and continuous operation of the instrument at all installation sites.</i></p>		60 days from the date of signing of contract	<i>Lump sum</i>		

2	Training to Laboratory staffs at Biotech Park in Kamrup, Assam in two batches (4 technical personnel per batch : As indicated in Col.5) – With a repeat training after 15 days of initial training		As decided mutually	Lump sum		
3	Cost of CMC(<i>Maintenance, repair including supply of spare parts and software updates of the supplied goods</i>) for Year 1 after Warranty		After Warranty Period	Lump sum		
4	Cost of CMC(<i>Maintenance, repair including supply of spare parts and software updates of the supplied goods</i>) for Year 2 after Warranty		After Warranty Period	Lump sum		
5	Cost of CMC(<i>Maintenance, repair including supply of spare parts and software updates of the supplied goods</i>) for Year 3 after Warranty		After Warranty Period	Lump sum		
6	Cost of CMC (Maintenance, repair including supply of spare parts and software updates of the supply goods) for Year 4 year after Warranty		After Warranty Period	Lump sum		
7	Cost of CMC (Maintenance, repair including supply of spare parts and software updates of the supply goods) for Year 5 year after Warranty		After Warranty Period	Lump sum		

Total Price Rs	
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Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

N.B :The Cost of CMC Charges for '4th ' and '5th ' year Service shall be only for price discovery purpose. The price shall not be added to contract price for evaluation purpose.

5. Forms of Bid Security

Form of Bid Security - Bank Guarantee

[Guarantor letterhead or SWIFT identifier code]

Bank Guarantee No.....*[insert guarantee reference number]*

Date.....*[insert date of issue of the guarantee]*

WHEREAS, _____ *[name of Bidder]*³ (hereinafter called "the Applicant") has submitted his Bid dated _____ *[date]* or will submit his Bid for the supply of _____ *[name of Contract]* (hereinafter called "the Bid") under Invitation for Bids No.....*[insert number]* (hereinafter called "the IFB")

KNOW ALL PEOPLE by these presents that We _____ *[name of bank]* of _____ *[name of country]* having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ *[name of Purchaser]* (hereinafter called "the Purchaser ") in the sum of _____⁴ for which payment well and truly to be made to the said Purchaser the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

- (1) If after Bid opening the Applicant (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid; or (b) does not accept the correction of the Bid Price pursuant to ITB 35;

or

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

³ In the case of a JV, the bidder should be stated as "a Joint Venture consisting of and".

⁴ The Applicant should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 19.1 of the Instructions to Bidders.

- (a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or
- (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

we undertake to pay to the Purchaser up to the above amount upon receipt of his first written demand, without the Purchaser having to substantiate his demand, provided that in his demand the Purchaser will note that the amount claimed by him is due to him owing to the occurrence of one or any of the four conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____⁵ days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Purchaser, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

[signature, name, and address]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

⁵ 45 days after the end of the validity period of the Bid.

6. MANUFACTURER'S AUTHORIZATION

-Not required-

7. DECLARATION FOR CLAIMING TAX/ DUTY EXEMPTION⁶

(Name of the Project)

Bid No.

Description of item to be supplied

.....

(Information for issue of certificate for claiming exemption of Tax/ Duty in terms of Government of India's relevant notification)

(Bidder's Name and Address):

**To
(Name of Purchaser)**

.....

Dear Sir:

1. We confirm that we are solely responsible for obtaining deemed export benefits which we have considered in our bid and in case of failure to receive such benefits for reasons whatsoever, Purchaser will not compensate us.
2. We are furnishing below the information required by the Purchaser for issue of necessary certificate in terms of Government of India's relevant notification.

(i) Ex-factory price per unit on which the tax/duty is payable: *Rs.

(ii) No of Units to be supplied:

(iii) Total cost on which the tax/duty is payable

(Rs.)

⁶ This declaration refers to ITB 14.9 and shall be retained only if ITB 14.9 is retained. The format may be modified as per the latest instructions of Government of India.

*(The requirements listed above are as per
Current notifications. These may be modified,
as necessary, in terms of the rules in force)*

(Signature) _____

(Printed Name) _____

(Designation) _____

(Common Seal) _____

** Please attach details item-wise with cost, if there are more than one items. The figures indicated should tally with what is given in the price schedule.*

8. PERFORMA FOR PERFORMANCE STATEMENT

[Please see ITB Clause 36.2 and Section III-
Evaluation and Qualification Criteria]

Proforma for Performance Statement (for a period of last three/five years)

Bid No. _____ Date of opening _____ Time _____ Hours

Name of the Firm _____

<u>Order placed by (full address of Purchaser)</u>	<u>Order No. and date</u>	<u>Description and quantity of ordered equipment</u>	<u>Value of order</u>	<u>Date of completion of delivery</u>		<u>Remarks indicating reasons for late delivery, if any</u>	<u>Has the equipment been satisfactorily functioning? (Attach a certificate from the Purchaser/Consignee)</u>
				As per contract	Actual		
1	2	3	4	5	6	7	8

Signature and seal of the Bidder _____

9. SERVICE SUPPORT DETAILS [QUALIFICATION REQUIREMENTS]

Pack No	Destination	Nearest Service Center				
		Location Phone Number	Status of Office Working Days and Hours	Number of engineers	Number of Technical Staff	Value of Minimum stock available at all times

Signature and Seal of the Manufacture /Bidder

SECTION V. – ELIGIBLE COUNTRIES

Public Information Center

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

In reference to ITB 4.7 and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

Under ITB 4.7(a) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state “none”].*

Under ITB 4.7(b) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state “none”]*

SECTION VI. BANK POLICY - CORRUPT AND FRAUDULENT PRACTICES

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011.

“Fraud and Corruption:

1.16 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.⁷ 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” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;⁸
 - ii) “fraudulent practice” 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;⁹
 - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;¹⁰

⁷ In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

⁸ For the purpose of this sub-paragraph, “*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.

⁹ For the purpose of this sub-paragraph, “*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.

¹⁰ For the purpose of this sub-paragraph, “*parties*” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the

- (iv) “coercive practice” 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;¹¹
- (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 paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank’s sanctions procedures,¹² including by publicly declaring such firm or individual

procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

¹¹ For the purpose of this sub-paragraph, “party” refers to a participant in the procurement process or contract execution.

¹² A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud

- ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated¹³;
- (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.”

and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

¹³ 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 either been: (i) 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.

PART 2 - SUPPLY REQUIREMENTS

SECTION VII – SCHEDULE OF REQUIREMENTS

1. List of Goods and Delivery Schedule.

Line Item N°	Description of Goods	Quantity	Physical unit	Final (Site) Destination as specified in BDS	Delivery (As per Incoterm)		
					Earliest Delivery Date	Latest Delivery Date	Bidders offered delivery date
1	Gas Chromatograph (GC) with FID, auto injector, auto integrated software & accessories.	1	lot	Guwahati Biotech park, Technology Complex, Transit Complex Rd, IIT Guwahati,Guwahati, Assam 781039	30 days from the date of signing of Contract	45 days from the date of signing of Contract	
2	UV-VIS spectrophotometer- 1 no, Auto titrator-1 No and PH meter -2 Nos	1	Lot	Guwahati Biotech park, Technology Complex, Transit Complex Rd, IIT Guwahati,Guwahati, Assam 781039	30 days from the date of signing of Contract	45 days from the date of signing of Contract	
3	Rotary Evaporator with Vacuum pump and chiller	1	Lot	Guwahati Biotech park, Technology Complex, Transit Complex Rd, IIT Guwahati,Guwahati, Assam 781039	30 days from the date of signing of Contract	45 days from the date of signing of Contract	

4	Vacuum Oven with Vacuum Pump- 1 No, High Vacuum Oven with Vacuum Pump- 1 No, High precision analytical balance- 2 Nos, Precision balance -1 No, Oil baths – 4Nos ,Hot plate with magnet stirrers -3 Nos and Hot Air Oven- 1 Nos, Micropipettes -5 Nos, Digital Thermometer Pt - 100 -3 Nos, Muffle Furnace – 1 No Constant Temperature -2 Nos	1	Lot	Guwahati Biotech park, Technology Complex, Transit Complex Rd, IIT Guwahati,Guwahati, Assam 781039	<i>30 days from the date of signing of Contract</i>	<i>45 days from the date of signing of Contract</i>	
5	Distillation unit for volatile acid content and alcohol Content	1	Lot	Guwahati Biotech park, Technology Complex, Transit Complex Rd, IIT Guwahati,Guwahati, Assam 781039	<i>30 days from the date of signing of Contract</i>	<i>45 days from the date of signing of Contract</i>	
6	Upright Manual Trinocular microscope with Digital Camera, and computer	1	Lot	Guwahati Biotech park, Technology Complex, Transit Complex Rd, IIT Guwahati,Guwahati, Assam 781039	<i>30 days from the date of signing of Contract</i>	<i>45 days from the date of signing of Contract</i>	

7	Dissolved Co2, Digital Alcohol meter, Alkolyzer all in one system	1	Lot	Guwahati Biotech park, Technology Complex, Transit Complex Rd, IIT Guwahati,Guwahati, Assam 781039	<i>30 days from the date of signing of Contract</i>	<i>45 days from the date of signing of Contract</i>	
8	Glassware drier, Glassware washer	1	Lot	Guwahati Biotech park, Technology Complex, Transit Complex Rd, IIT Guwahati,Guwahati, Assam 781039	<i>30 days from the date of signing of Contract</i>	<i>45 days from the date of signing of Contract</i>	
9	Incinerator for Alcohols and other organics incinerator for Alcohols and other organics	1	Lot	Guwahati Biotech park, Technology Complex, Transit Complex Rd, IIT Guwahati,Guwahati, Assam 781039	<i>30 days from the date of signing of Contract</i>	<i>45 days from the date of signing of Contract</i>	

[The Purchaser shall fill in this table, with the exception of the column “Bidder’s offered Delivery date” to be filled by the Bidder]

2. List of Related Services [ITB Clause 14.8(b)] and Completion Schedule

Service	Description of Service	Quantity ¹	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
1	<p><i>Performance of on-site assembly and start-up of the supplied instrument units and other associated software package (if any), The Supplier is responsible for all unpacking, assemblies, wiring, installations, cabling between instrument units, connecting it to the computer (wherever applicable) and connecting to power supplies. The Supplier will test all operations of the instruments, measurements and data production, storage & output and accomplish all adjustments necessary for successful and continuous operation of the instrument at all installation sites.</i></p>		Lump sum		Within 60 days from the date of contract
2	<p>Training to Laboratory staffs at Biotech Park in Kamrup, Assam in two batches (4 technical personnel per batch : As indicated in Col.5) – With a repeat training after 15 days of initial training</p>				

3	Cost of AMC(<i>Maintenance, repair including supply of spare parts and software updates of the supplied goods</i>) for Year 1 after Warranty		Lump sum		Service requirement basis as per Appendix-1 to the Contract (Comprehensive Annual Maintenance)
4	Cost of AMC(<i>Maintenance, repair including supply of spare parts and software updates of the supplied goods</i>) for Year 2 after Warranty		Lump sum		Service requirement basis as per Appendix-1 to the Contract (Comprehensive Annual Maintenance
5	Cost of AMC(<i>Maintenance, repair including supply of spare parts and software updates of the supplied goods</i>) for Year 3 after Warranty		Lump sum		Service requirement basis as per Appendix-1 to the Contract (Comprehensive Annual Maintenance

1. For each package separately if the bidder is quoting for more than one package.
2. Warranty: Warranty should be one year (1) for supplied goods and equipment's.

3. TECHNICAL SPECIFICATIONS

Sl.No	Name of Equipment	Specifications	Bidders confirmation
Package-1	Gas Chromatograph (GC): GC with FID, auto injector, auto integrated software & accessories -1 lot	<p>1) System: Microprocessor based Gas Chromatography system for Analysis of samples by using FID. User-friendly operation to manage the work from LCD Screen with Keypad as when require. The system should have capability to install maximum four or more numbers of Injectors and Detectors.</p> <p>2) Oven:</p> <ul style="list-style-type: none"> • Oven: Stainless Steel size internal dimensions 18.00 L or more. • Temperature: 5°C above ambient temperature to 450°C or more. • Temperature set point resolution 1°C or less. • Maximum heating rate: 50.0°C/Min or better. • 7 Ramps and 8 Plateaus or better. • Time Events: 8 events with On-Off status or better • Auto-Diagnosis: Checks, corrects operations and status of GC control, CPU, ROM, RAM, • Operating Voltage: 230VAC +/- 10%, 50 Hz <p>3) Detectors (Flame Ionization Detector with electronic gas controller – 2 No (for Capillary):</p> <ul style="list-style-type: none"> • Compatible with 1/4", 1/8", 1/16" and capillary columns • Flameout detection • MDL: <1.8pg C /Sec for Dodecane or better • Linear Dynamic Range: >10⁷ • Maximum Temperature: 450 degC • Retention time repeatability <0.008 % or <0.0008 minutes • Area repeatability <0.5 % RSD 	

		<p>4) Injector (Capillary Split/Splitless Injector with electronic gas controller - 2 No) :</p> <ul style="list-style-type: none"> • Suitable for all (0.1 mm to 0.53 mm i.d.) capillary columns • Temperature Range: 50 deg C - 450 deg C • Constant pressure & constant flow modes Pressure programming with three ramps and four plateaus • Gas saver mode: Standard • Modes: Split and Splitless • Split Ratio: Up to 7500:1 or better <p>5) Auto Injector (2 Nos):</p> <ul style="list-style-type: none"> • Should be quoted Auto injector with minimum 150 vial capacity of 2 ml sample vial size. • 2 ml size vial with cap & septa – Qty 500 • Auto-injectors Includes transfer turret, minimum 10 samples, mounting post, parking post for GC. 10ul syringe, and Tray, 150 vial includes three removable <p>6) Software: Window based GC controlled software for instrument control, data acquisition & processing should be quoted.</p> <p>7) PC & Printer:</p> <ul style="list-style-type: none"> • Latest PC & laser printer • Processor - 3 GHz Quad Core i7 or better ; RAM - 16 GB ; Hard disk - 1 TB ; Graphic Card; DVD writer; 1440 × 900, 32-bit color display or higher; LAN Port ; USB Ports ; Wi-Fi ; Multimedia Keyboard ; Optical Mouse, Rewritable DVD, 24 inches FHD monitor. • Operating System: Genuine Windows 10 Or latest with media and documentation and certificate of Authenticity. Preloaded latest Licensed Antivirus Software • Printer- Laser Printer Monochrome with duplex printing and LAN port. • 5 KVA UPS with back up of 30 minutes from a reputed brand. 	
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		<p>8) Spares and accessories:</p> <ul style="list-style-type: none"> • EPC-2 No • GC syringes: manual 1, 5, 10, 25 and 50 microliters - 02 each • Syringes for Auto-injectors: 10 nos. • Columns: <ul style="list-style-type: none"> a) HP-5 30m, 0.32mm, 0.25um :1 no b) HP-1 30m, 0.32mm, 0.25um :1 no c) HP-FFAP, 30m, 0.32mm, 0.25um :1 no d) CARBOWAX20M 30m, 0.25mm, 0.25um: 1 no • Glass liners/inserts 10 each, glass wood (100 g), silicon septas (pk of 100 x2),vials (2mlx200). • Gas purification system • Gas manifold system and gas pipeline with necessary point of use panels for all the gases with two stage regulators for all three gases. • Vendor should provide all necessary spares, consumables for satisfactory completion of Installation. • Vendor should provide two sets of UHP grade cylinders of Nitrogen, Zero air and Hydrogen. 	
<p>Package-2</p>	<p>UV-VIS spectrophotometer-1 no, Auto titrator-1 No and PH meter -2 Nos</p>	<p>1) UV-VIS spectrometer</p> <ul style="list-style-type: none"> • True Double Beam with Photo Multiplier Tube Detector System. • Wavelength range : 190-900nm. • Lamps Required : Tungsten and Deuterium • Built-in Automatic 8 cell changer • Stray light less than 0.01%. • Photometric Range - -4 to +4 • Scan Speed – Slow/Medium/Fast Selectable 	

		<ul style="list-style-type: none"> • Variable Bandwidth from 0.5, 1.0, 2.0 & 5.0. • Should be upgradable to Reflectance Accessory and solid sample holder for solid sample analysis. <p>Accessories:</p> <ul style="list-style-type: none"> • Pair of cells 10mm Quartz – 4 Pairs • Branded PC and Printer like Dell, Lenovo, HP or equivalent. <p>2) Auto Titrator</p> <ul style="list-style-type: none"> • System should be advanced microprocessor based standalone with minimum 16 GB built-in memory for analysis data storage & to eliminate requirement of external PC for data storage. • System should be with easy interchangeable burette assembly clubbed with Teflon lined 3 way valve with Auto Burette Recognition via advance sensor technology. • Option of 5, 10 & 25 ml burette should be available. • Burette filling & dispensing status should be always displayed on Screen. • Alphanumeric entries of Sample Name, Titrant Name, Identification No. & Date for report. • Print out to comply GLP & GMP norms. • It should have provision to connect electrode with BNC connector & also should have connectivity for Differential Electrode i.e. indicator & reference electrodes separately. • System should have compatibility for Imported as well as Indian electrodes. • System should be provided with a two-in-one type stirrer i.e. built-in provision for vortex & magnetic stirring. • It should have Serial port for balance connection and USB port to connect Pen Drive & Printer connectivity via USB or WiFi. • System should show online graph for ongoing titration trend. 	
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		<ul style="list-style-type: none"> • System should have provision to have data backup via Pen Drive. • The titrator should be well compliant to 21CFR. • Perform all types of titrations including Acid- Base, Non-aq, Redox, Complexometric, Precipitation as well as pH STAT Titrations. • Storage Facility for 50 methods. • GLP compliant printouts of results, data table, graphs etc. with alphanumeric entries of sample name, titrant name, identification no. & date for report authentication. • Auto calculation of results in various selectable units. • Can be used as a simple pH meter with display of pH, mV and temperature values. • Two-tier password facility (admin and user) to protect stored methods from any misuse or unwanted change. • Complies with USP/BP/JP/EP/IP/ASTM standards. • Quick & easy interchangeability from titration mode to Karl Fischer titration mode. <p>Minimum Technical Specification of Auto-Titrator :</p> <ul style="list-style-type: none"> • mV Range should be minimum ± 3000 mV or better. • mV accuracy of ± 0.1 mV [± 0.0016 pH] or Better. • Polarized sensor measurement range – minimum ± 80 μA or better. • Burette resolution should be minimum 1/10000 for 10ml burette or better. • End point detection up to 9. • System should perform Acid-Base, Non-Aqueous, Redox, Complex metric, and Precipitation. • Titrations by using respective electrodes. • System should have various modes like Incremental, Equilibrium & Cut of by pH or similar to control the titrations as per requirement. <p>3) PH Meter :</p>	
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		<ul style="list-style-type: none"> • Range 0 to 14 • Resolution: 0.1/0.01 pH • Temperature compensation :Zero to 100 degree C with ATC • Temperature compensation :Zero to 100 degree C with ATC • Output: RS 232C and supply Data connector cable • Automatic calibration facility: Yes • Data storage facility: Yes • Calibration: 3 stage • Tri-combination pH/ATC electrode • Electrode + Standard buffer solution (pH 4.0, 7.0, 10.01 x 50ml for each bottle) • Standard electrode holder with movement • AC/DC Adaptor 	
Package-3	Rotary Evaporator with Vacuum pump and chiller - 1 No	<p>1) Rotary Evaporator with Vacuum pump and Chiller</p> <ul style="list-style-type: none"> • Automatic action jack lifting for simple raising and lowering of the flask in case of power failure. • Rotation speed up to 280 rpm or better with microprocessor control • A Heating bath volume: up to 5.0 ltr. • Heating bath for temperature of 20 — 95° C or more, with an accuracy of $\pm 1^\circ$ C • Digital bath temperature display of both set and actual temperature simultaneously • Over-temperature protection power cut off when actual temperature exceeds set temperature or by rapid temperature increase • Evaporating flask from 50-5000 ml can be used on the same joint adapter without additional connections. • Vertical Glass Assembly & Continuous Vapor Ducting • Cooling surface of vertical glass assembly 1200 -1500 cm² 	

		<ul style="list-style-type: none"> • 1 liter Evaporating Flask and 1 liter Receiving Flask should be provided in standard scope of supply • All the Glass components should be made of high quality, inert borosilicate glass with 3.3 mm wall thickness or better • Lift extension Up to 155 mm allows use of bump traps and glass extenders • Multifunctional Combi-Clip tool for evaporating flask fixation and removal as well as vapor duct release • Ingress Protection (IP) Class should be 21/20 or better <p>Vacuum Pump and Digital vacuum controller:</p> <ul style="list-style-type: none"> • Vacuum controller with Digital display screen with measuring and control range along with Solvent library • Single stroke Speed control vacuum pump with a flow rate of 1.5 m³/h or better. • Ultimate vacuum 10 mbar (\pm 2 mbar) or better • 2 stage diaphragm made of PTFE <p>Re-circulating Chiller:</p> <ul style="list-style-type: none"> • Compact and Robust Re-circulating Chiller with a cooling capacity at +20°C: • 530 Watts or better • Temperature Range: -5 deg C or better to ambient or better • Pump Capacity: 2- 4 liters • Coolant: CFC Free • Should display temperature (set and actual) • Since vacuum pump and chiller will be connected and used only for rotary evaporator, all three items (rotary evaporator, vacuum pump, and chiller) should be supplied by the same manufacturer. • Should have proper service and technical support in Assam • The power supply should be 230 V. <p>2) Vacuum Pump</p>	
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		<ul style="list-style-type: none"> • Oil Sealed Rotary Piston Vacuum Pump • Pumping Speed: 20 m³/hr • Ultimate pressure: 5x10⁻² mbar • Pump rotational speed at no-load rpm: 1440 • Maximum nominal power rating: 0.75 kW • Oil capacity Litres: 1.2 <p>3) Recirculating Chiller</p> <ul style="list-style-type: none"> • Compact and Robust Re-circulating Chiller with a cooling capacity at +20⁰C • 530 Watts or better • Temperature Range: -5 deg C or better to ambient deg °C or better • Pump Capacity: 2- 4 liters • Coolant: CFC Free • Should display temperature (set and actual) 	
Package-4	Vacuum Oven with Vacuum Pump- 1 No, High precision analytical balance- 2 Nos, Precision balance -1 No, Oil baths – 4Nos ,Hot plate with magnet stirrers -3 Nos and Hot Air Oven- 1 Nos, Micropipettes	<p>1) Vacuum Oven with Vacuum Pump (1 No):</p> <ul style="list-style-type: none"> • Double walled construction inner chamber made of thick Stainless Steel plate & exterior made of G.I. sheets powder coated. • PID digital Temperature controller with PT 100 as sensor • Vacuum gauge • Vacuum cock • Temp Range: 50° to 200° • Chamber Size: 12" X 12" X 12" • No of Shelves: 2Nos • Double Stage Oil Free Vacuum Pump: Maximum Flow - 50 LPM, Ultimate Vaccum - 760 mm/Hg 	

	<p>-5 Nos, Digital Thermometer Pt - 100 -3 Nos, Muffle Furnace – 1 No Constant Temperature water bath -2 No</p>	<ul style="list-style-type: none"> • 1/4 HP Motor <p>(2) High Precision Analytical Balance (2 Nos):</p> <ul style="list-style-type: none"> • Weighing range 0.0001g to 220g • Backlite LCD Display • Bi directional RS 232 interface • Multiple Weighing Units • Internal Calibration • Response Time 3-6 seconds or better • User selectable – Slow / Normal /Fast • Auto Zero Tracking • Return to Zero Tracking <p>(3) Precision Balance (1 Nos)</p> <ul style="list-style-type: none"> • Weighing range 0.01g -1000g • Backlite LCD Display • Internal Calibration • Auto Zero Tracking • Return to Zero Tracking <p>(4) Oil Baths (4 Nos):</p> <ul style="list-style-type: none"> • Capacity (By Size of Glass Flask): 500 ml • Maximum Temperature: 200 °C • Size of Oil Bath in mm Dia.135 x 90 • Heater Capacity Watts 700 • Overall Dimension: (LxWxH in mm) 365 x 185 x 280) • Timer: Built-in Timer with PID Temperature Controller. 	
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		<ul style="list-style-type: none">• Input Supply: 230 V, AC, $\pm 10\%$ <p>(5) Hot plate with magnetic stirrers (3 Nos):</p> <ul style="list-style-type: none">• Display: Digital• Temperature: Ambient to 540°C• Top Plate Material: Ceramic• Dimensions (L x W x H): 33 x 20.8 x 9.7cm• Warranty: 3 Years• Shape: Square• Stirring Range: 50 to 1500 rpm• Type: Hot Plate Stirrer, Stirrer <p>(6) Hot Air Oven(1) :</p> <ul style="list-style-type: none">• Temperature range: Ambient +10°C to 250°C• Size: 300 x 300 x 300 mm ((28 l))• Temperature accuracy: $\pm 05^\circ\text{C}$• Temperature sensor: RTD PT100• Temperature controller: PID temperature• Construction: Double walled• Inner chamber: Stainless steel 304• Exterior: Powder coated GI sheet• Insulation: Fibre glass Wool• Shelves: Chrome plated wire mesh cable trays (removable)• Door: Insulated solid door with spring latch• Door gasket: Fibre glass door gasket• Air circulation: Motor driven blower assembly• Vent port: 2 fume vent ports (adjustable)	
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		<ul style="list-style-type: none">• Power supply: 220 Volts / 50 Hz <p>(7) Micropipettes (5 Nos):</p> <ul style="list-style-type: none">• Variable volume ranges: 0.5 to 1,000 μl micropipettes• Universal fit with standard tips• Digital dial for accurate volume settings• Built-in tip ejector• Material: Autoclavable• Calibration wrench <p>(8) Digital Thermometer Pt-100 (3Nos)</p> <ul style="list-style-type: none">• Temperature Range: -50.0 to 150.0 $^{\circ}$C• Temperature Resolution: 0.1 $^{\circ}$C (-50.0 to 150.0 $^{\circ}$C)• Temperature Accuracy: \pm0.2 $^{\circ}$C (-30.0 to 120.0 $^{\circ}$C)• Thermometer Probe: Fixed, stainless steel probe; 106 x ϕ 3.6 mm (penetration)• Automatic Shut-Off: 8 min (default), 60 min or OFF• Battery Type/Life: 1 x CR2032; approx. 2000 hours of continuous use• Environment: -30 to 50 $^{\circ}$C (-22 to 122 $^{\circ}$F)• Dimensions: 50 x 185 x 21 mm <p>(9) Muffle Furnace (1 No):</p> <ul style="list-style-type: none">• Max temperature: 1100$^{\circ}$C• Continuous operating temp.: 1000$^{\circ}$C• Heating element: Kanthal wire• Thermocouple: K Type	
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		<ul style="list-style-type: none"> • Chamber MOC: Ceramic fiber board • Exterior MOC: Mild steel powder coated • Insulation: Ceramic fiber blanket • Temperature controller: PID controller with SCR power control • Power supply: 220 Volts 50Hz <p>(10) Constant Temperature Water Bath (2 Nos)</p> <ul style="list-style-type: none"> • Capacity: 10L • Temperature range: Ambient +5°C to 99.9°C • Temperature stability +/- 0.5°C • Internal dimensions (w x d x h): 300 x 325 x 200 mm • Overall dimensions (w x d x h): 335 x 408 x 280 mm • Heater Power: 1000 	
Package -5	Distillation unit for volatile acid content and alcohol Content -1 No	<ul style="list-style-type: none"> • For applications, such as alcohol, sulfur dioxide, volatile acids and phenol Determination: • System should have acid resistant pump • System should have AutoDist function where no preheating of glassware is required • Distillation capacity 40 ml/min • Adjustable distillation power 10-100% • Tap water consumption 1.2 liter/min • Compact stand-alone unit using minimal space , Modern and functional design • Easy-to-use keyboard, Integrated timer, 4" colour display • Storage of eight different methods • Steam generator : High-performance steam generator 200ml/5min for efficient steam distillation. • Electronic regulation of steam output, Storage of steam output 	

		<ul style="list-style-type: none"> • Dosage: Alkali addition, Acid dosage via acid-resistant pump, Recall of last dosage <p>Safety features:</p> <ul style="list-style-type: none"> • Protective door with sensor, Sample tube detector, Service door sensor, Drip tray. Cooling water flow sensor. • System should be with full visibility of dosing pumps • Control: Cooling water control, Storage of distillation time • Applications: Kjeldahl, Devarda, TK, Alcohol, phenol, sulfur dioxide, volatile acids • Recovery Rate- $\geq 99.5\%$ • Reproducibility (RSD)- $\leq \pm 1\%$ • Detection limit- ≥ 0.1 mg nitrogen • A compatible density meter should be provided along with the unit to measure alcohol content in liquor 	
Package-6	Upright Manual Trinocular microscope with Digital Camera and Computer -1 Nos	<ul style="list-style-type: none"> • An upright manual with transmitted light for bright field (BF), LED-10W with 6 position encoded for differential interface contrast (DIC) for reading objective position and scaling information. • ECO mode-when active, the microscope should automatically go to standby after being idle for 15 min. • Light Manager- Automatic recognition in change of objective and providing uniform brightness for all objective • SNAP button- to capture images at the push • Larger field of the view of 23 mm. • Automatic Mechanical shutter • Objectives: plan Acromat Phase objectives 10X, 20X, 40X, 100X oil immersion 	

		<ul style="list-style-type: none"> • Contrast Techniques: Microscope should be capable of Bright field (BF), Dark field (DF), Phase contrast upgradable to PlasDIC (with Plastic), DIC and fluorescence in the same stand in future • Color Camera with 0.5 X adaptor: Minimum 8MP (Ultra HD) 4K resolution CMOS color camera 30fps frame rate using HDMI interface for stand alone use Automatic white balance and automatic exposure and gain adjustment Image enhancement functions such as active denoising, active sharpening and live HDR at full 4K/Ultra HD resolution; Stand-alone mode the camera parameters can be accessed without a PC/controller via the On-Screen Display (OSD); Ethernet port for Wifi router connection for Network enabled camera Configuration <p>Software Function :</p> <p>Control microscope cameras to acquire bright field or fluorescence images. Perform image transformation operations (e.g. channel alignment and resampling). Carry out essential image processing operations (e.g. smoothing, or background and shading corrections). Visualize images in various ways and view meta information relating to image files. Load and align multiple images for correlative microscopy. Measure distances interactively.</p> <p>PC & Printer :</p> <ul style="list-style-type: none"> • Latest PC & laser printer of standard international brands like HP, Dell Lenovo etc. • Processor - 3 GHz Quad Core i7 or better ; RAM - 16 GB ; Hard disk - 1 TB ; Graphic Card; DVD writer; 1440 × 900, 32-bit color display or higher; LAN Port ; USB Ports ; Wi-Fi ; Multimedia Keyboard ; Optical Mouse, Rewritable DVD, 24 inches FHD monitor. • Operating System: Genuine Windows 10 Or latest with media and documentation and certificate of Authenticity. Preloaded latest Licensed Antivirus Software 	
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		<ul style="list-style-type: none"> • Printer- Laser Printer Monochrome with duplex printing and LAN port. • 5 KVA UPS with back up of 30 minutes from a reputed brand. 	
Package -7	Dissolved Co2 -1 No, Digital Alcohol meter-1 No Alkolyzer all in one system -1 No	<p>1) Dissolved Co2 Meter (1 No):</p> <ul style="list-style-type: none"> • Instrument should measure Dissolved CO2 Concentration Directly from the bottle & CAN in Alcoholic & Non Alcoholic Beverages. • System should be based on Multiple Volume Expansion method selectively determines the concentration of dissolved CO2 in beverages not influenced by other residual gases such as air or nitrogen. • CO2 Measuring Range: 0 g/L to 12 g/L (0 vol. to 6 vol.) at 30 °C (86 °F) • Temperature measuring range: -3 °C to 40 °C (27 °F to 104 °F), acc. ± 0.2 °C • Pressure Measuring Range: 0 bar to 10 bar absolute (0 psi to 145 psi), acc. 0.01 bar • Repeatability S.D. 0.01 g/L (0.005 vol.) • Resolutions: 0.01 g/L (0.005 vol.) • System should equipped with Filling Check™, threshold value functionality, system check. • Interfaces: 1x USB, 1x RS-232 (CAN-open*); optional: RFID, Bluetooth. • System should equipped with pressure filling device for reliable and safe solution for filling samples directly out of beverage packages such as PET bottles, glass bottles or cans into measuring instruments. • Filling device should equipped with Removable safety shield for easier cleaning. • Filling device should equipped with removable splinter shield in the back for safe transfer of entire beverage sample. • Filling device should have Surface layer of base plate consists of stainless steel. <p>2) Digital Alcohol Meter(1 No) :</p>	

		<ul style="list-style-type: none">• Battery-powered portable instrument for determination of the alcohol concentration of distilled spirits (0 % v/v to 100 % v/v), based on density measurement using the oscillating U-tube technology. With integrated temperature compensation.• Density measuring Oscillating U-tube made of metal so to be handy and unbreakable (Not to use Glass)<ul style="list-style-type: none">○ Measuring range <p>Alcohol: 0 % to 100 % v/v (0 °Proof to 200 °Proof) Temperature: 0 °C to 40 °C (32 °F to 104 °F)</p> <ul style="list-style-type: none">• Accuracy <p>Alcohol: 0.1 % v/v Temperature: 0.1 °C (0.2 °F)</p> <ul style="list-style-type: none">• Repeatability <p>Alcohol: 0.05% v/v Temperature: 0.05 °C (0.1 F)</p> <ul style="list-style-type: none">• Resolution <p>Alcohol : 0.01%v/v Temperature: 0.01 °C (0.01 °F)</p> <ul style="list-style-type: none">• Sample volume 2 mL	
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		<ul style="list-style-type: none"> • Special Features: • Quick measurement directly out of the storage tank or cask • Measurement of distilled spirits of all strengths – from pure to ready-to-drink – with only one instrument • Automatic compensation of the temperature influence on the measured result • Easy operation via capacitive keys, even when wearing protective gloves • Both left- and right-hand use • Storage of up to 250 different sample IDs for easy identification of samples, users, measuring locations, etc. • Gesture control for one-hand operation during measurements • Bluetooth® interface for wireless data exchange with PC and printer <p>(3) Alkolyzer all in one system(1 No):</p> <ul style="list-style-type: none"> • Instrument should determine density, Sp. Gravity of beverage samples. Additionally system shall determine alcohol concentration in Beers, Wines, Spirits and sugar based liquors without need for sample distillation. • Density measuring accuracy should be + 0.0001 g/cc. • The instrument to be able to automatically detect filling errors or gas bubbles in the filled in sample. It should alert the operator of potential measurement deviations and document the incident. • It should not be necessary for operator to manually check for bubbles. • System should directly measure alcohol concentration in Wine, Cider, Whisky, Cognac, Vodka, Gin, Rum, Tequila, all kinds of beer and beer mix drinks, Molasses and Wash. • Alcohol measurement repeatability, s.d. 0.01 % v/v • Alcohol percentage measuring range 0 to 100 % v/v • Measuring temperature control by built-in Peltier thermostat. 	
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		<ul style="list-style-type: none"> • Temperature range: 0 °C to 100 °C • System should meet conformity with BIS, EBC, ASBC, MEBAK, OIV, OIML, AOAC, ASTM • Instrument should only require simple adjustment with air/water and occasionally a water/ethanol solution. • Instrument should use selective alcohol measurement NIR measuring method for product-independent adjustments. • System should be upgradable to measurement directly out of beer or wine bottle. • Instrument should have facility to send notification automatically when a service interval, check interval or audit trail interval is due. • Instrument should be equipped with 4 x USB, Ethernet, VGA, CAN, RS-232 interfaces. • Instrument should be upgradable to measure turbidity, viscosity, pH and Color in one measuring cycle. • Easy-to-use data processing software: Microsoft Excel add-in for reading out measurement data should be part of the standard supply. • System should be equipped with preinstalled built-in sample changer. <p style="margin-left: 40px;">Sampling: Measurement of up to 24 samples in one cycle where one sample is displaced by the other.</p> <p style="margin-left: 40px;">Sample loading modes: Plain displacement Displacement by generating bubbles in initial pump phase Displacement by pumping back and forth in initial pump phase</p>	
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<p>Package -8</p>	<p>Glassware drier- 1 No and Glassware washer 1 no</p>	<p>(1).Glassware drier(1 no):</p> <ul style="list-style-type: none"> • Circulation pumps adjustable Flow Rate up to 750L/min. • Chamber Volume about 200 Litre with two level. • Washing temperature from Room Temperature to 95°C. • Chamber, Spray arms & tank filters of high grade SS 316 • High visible glass door with integrated light in chamber. • Two Sprayer for internal & external Glassware cleaning. • Leakage & over temperature protection facility. • Inbuilt Steam Condenser & temperature Sensor with 0.1°C accuracy. • Multi-stage filtration system • Inbuilt Detergent chamber. • With upstream class HEPA filter <p>(2) Glassware Washer (1 no) :</p> <ul style="list-style-type: none"> • No. of pegs : 20 -25 • Peg Size: 16 and 10 mm • Temp Range Ambient to 70 deg C 	

		<ul style="list-style-type: none"> • With Time control, and Heater selector • Heating Power ~ 1 KW 	
Package-9	Incinerator for Alcohols and other organics incinerator for Alcohols and other organics – 1 lot	<p>A liquid and solid Incinerator plant with capacity of 30 kg/batch for disposal of alcohol mixture and other organics with a furnace, scrubber, chimney and all other required accessories :</p> <p>INCINERATOR :</p> <p>CAPACITYPERBATCH 30 Kg/Batch BURNINGTIME 1-2Hrs. No Of Batches 5/Day</p> <p>Const. Thickness Carbon Steel minimum 5 mm Th. (Both Primary & Secondary Combustion Chamber) Inner Lining Hard face Heat Resistance Alumina Bricks External paint Heat Resistance</p> <p>MACHINE DIMENSIONS :</p> <p>Overall Length 1000mm Width 1000mm Height 1100 mm (Without Chimney) Feeding Opening Burner 2 nos Approximate 450 x 600mm Temperature. 800-1100 Degrees C</p>	

		<p>CHIMNEY :</p> <p>Chimney Diameter 150 mm x 5 Thick Height 40 ft Const. Carbon Steel External Heat Resistances Paint</p> <p>FUEL :</p> <p>Fuel to be Used diesel /gas Appropriate pump for liquid and MFC for gas to be provided.</p> <p>PRIMARY CHAMBER COMBUSTION BURNER</p> <p>Capacity 22 KW Power Load 415 VAC Temp 900°C Supply 3 phase Fuel 4-6 Liter</p> <p>SECOND COMBUSTION BURNER</p> <p>Capacity 18KW Temp 1100°C AC Power Load 415V Ac Fuel 3-4 Liter</p> <p>AIR BLOWER FOR AIR SUPPLY</p> <p>Capacity of Blower 1KW</p>	
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		<p>Power Supply 220 V I P. 50/60V</p> <p>MACHINE WEIGHT 2500-3000 Kgs Approximate</p> <p>AIR POLLUTION CONTROL SYSTEM CYCLONE Collection SCRUBBER Complete With water Circulation System</p> <p>CONTROL PANEL: Electrical control panel to run the complete system</p> <p>Required civil work at the site.</p>	

Common to all the packages:

The bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement.

Sl.No	Description of the Equipment	Usage Requirement
1		

4. DRAWINGS

The bidding document does not include any drawings.

5. INSPECTIONS AND TESTS

The following inspections and tests shall be performed:

- (i) The inspection of the goods shall be carried out to check whether the instrument on board are in conformity with the technical specifications attached to the purchase-order form and shall be in line with the inspection/test procedures laid down in the technical specifications and the , manufacturer's warranty certificate. The purchaser will test the equipment after completion of the installation and commissioning at the site of the installation. For site preparation, the supplier should furnish all details to the purchaser sufficiently in advance to get the works completed before receipt of the equipment. Complete hardware and software as specified in section VII should be supplied, installed and commissioned properly by the supplier prior to commencement of performance tests.
- (ii) The acceptance test will be conducted by the purchaser/their consultant or any other person nominated by the purchaser, at its option. The acceptance will involve trouble- free operation for seven consecutive days. There shall not be any additional charges for carrying out acceptance tests. No malfunction, partial or complete failure of any part of hardware or excessive heating of motors attached to printers, drivers etc. or bugs in the software should occur. All the software should be complete and no missing modules/sections will be allowed. The supplier shall maintain necessary log in respect of the results of the tests to establish to the entire satisfaction of the purchaser, the successful completion of the test specified. An average uptake efficiency of **98 %** for the duration of test period shall be considered as satisfactory.
- (iii) In the event of the hardware and software failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, Failing which the purchaser reserves the rights to get the equipment replaced by the Supplier at no extra cost to the purchaser.

Manuals and Drawings

- a) Before the goods and equipment's are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals of the goods and equipment's. These shall be in such detail as will enable the Purchaser to operate, maintain, adjust and repair all parts of the works as stated in the specifications.
- b) The manuals shall be in the ruling language (English) and in such form and numbers as stated in the contract.
- c) Unless and otherwise agreed, the goods and equipment's shall not be considered to be completed for the purpose of taking over until such manuals have been supplied to the Purchaser.

For the System and other Sub-Component following will apply

The Supplier shall provide complete and legal documentation of all the goods and equipment's, all subsystems, operating systems so necessary for operation of the equipment's. The supplier shall also indemnify the purchaser against any levies/penalties on account of any default in this regard and possible infringing of applicable copy right Act.

Acceptance Certificates:

- a) On successful completion of acceptability test, receipt of deliverables, etc. and after the purchaser's representative is satisfied with the working of the equipment's, the acceptance certificate signed by the supplier and the representative of the purchaser will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the systems.

**6. PROFORMA OF CERTIFICATE FOR ISSUE BY THE
PURCHASER AFTER
SUCCESSFUL INSTALLATION AND STARTUP OF THE
SUPPLIED GOODS (USER ACCEPTANCE TEST)**

[This is to be attached for supply, erection, supervision of erection and startup contracts only]

No.

Date:

M/s.

Sub: Certificate of startup of the supplied Goods

1. This is to certify that the plant/s as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) and a set of spares in accordance with the Contract/Specifications. The same has been installed and commissioned.

(a) Contract No. _____ dated _____

(b) Description of the plant _____

(c) Plant Nos. _____

(d) Quantity _____

(e) Rail/Roadways Receipt No. _____ dated _____

(f) Name of the consignee _____

(g) Date of startup and proving test _____

2. Details of accessories/spares not yet supplied and recoveries to be made on that account.

<u>S. No.</u>	<u>Description</u>	<u>Amount to be recovered</u>
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3. The proving test has been done to our entire satisfaction and operators have been trained to operate the plant.
4. The supplier has fulfilled his contractual obligations satisfactorily. *

or

The supplier has failed to fulfill his contractual obligations with regard to the following:

- (a)
- (b)
- (c)
- (d)
5. The amount of recovery on account of non-supply of accessories and spares is given under Para No. 2.
6. The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature _____

Name _____

Designation with Stamp _____

* Explanatory notes for filling up the certificates:

- (a) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to Technical Specifications.

- (b) He has supervised the startup of the plan in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the plant.
- (c) Training of personnel has been done by the supplier as specified in the contract
- (d) In the event of documents/drawings having not been supplied or installation and startup of the plant have been delayed on account of the supplier, the extent of delay should always be mentioned.

PART 3 – CONTRACT

SECTION VIII – GENERAL CONDITIONS OF CONTRACT

Section VIII. General Conditions of Contract

1. Definitions

The following words and expressions shall have the meanings hereby assigned to them:

- (a) “Bank” means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (b) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (c) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- (d) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (e) “Day” means calendar day.
- (f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) “GCC” means the General Conditions of Contract.
- (h) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (i) “Purchaser’s Country” is India.

- (j) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the **SCC**.
- (k) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, start-up, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (l) “SCC” means the Special Conditions of Contract.
- (m) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (n) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (o) “The Project Site,” where applicable, means the place named in the **SCC**.

2. Contract Documents

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

3. Corrupt & Fraudulent Practices

- 3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.
- 3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms.

(a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

(b) The terms EXW and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

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

4.4 Amendment

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

4.5 Nonwaiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

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

5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Deleted

7. Eligibility

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

8. Notices

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

- 8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 9. Governing Law** 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Union of India.
- 10. Settlement of Disputes**
- 10.1 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.
- 10.2 If, after twenty-eight (28) 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. 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. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**
- 10.3 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.
- 11. Inspections and Audit by the Bank**
- 11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs
- 11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to

have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [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 this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures)

- 12. Scope of Supply** 12.1 The Goods and Related Services to be supplied shall be as specified in the **Special Conditions of Contract**.
- 13. Delivery and Documents** 13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC**.
- 14. Supplier's Responsibilities** 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
- 15. Contract Price** 15.1 Prices charged by the Supplier for the Goods supplied and the Related 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 the **SCC**.
- 16. Terms of Payment** 16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC**.
- 16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or

request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The payments shall be made in Indian Rupees to the Supplier under this Contract.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC**, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

17. Taxes and Duties

17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

18. Performance Security

18.1 If required as specified in the **SCC**, the Supplier shall, within twenty-one (21) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC**.

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

18.3 As specified in the **SCC**, the Performance Security shall be denominated in the Indian Rupees, and shall be in the format stipulated by the Purchaser in the **SCC**, or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC**.

19. Copyright

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the

copyright in such materials shall remain vested in such third party.

20. Confidential Information

- 20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.
- 20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.
- 20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:
- (a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;
 - (b) now or hereafter enters the public domain through no fault of that party;
 - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VII, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During

transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

24. Insurance

24.1 Unless otherwise specified in the **SCC**, the Goods supplied under the Contract shall be fully insured—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC**.

25. Transportation & Incidental Services

25.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in Schedule of Requirements and SCC:**

- (a) performance or supervision of 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 a detailed operations and maintenance manual for each appropriate unit of the 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

25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

26. Inspections and Tests

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

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as specified in the **SCC**. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price.

Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

- 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC**. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

- 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from

any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

- 28.3 Unless otherwise specified in the **SCC**, the warranty shall remain valid for twelve (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 **SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC**, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**29. Patent
Indemnity**

- 29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

- (b) the sale in any country of the products produced by the Goods.

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

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

30. Limitation of Liability

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

31. Change in Laws and Regulations

- 31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32. Force Majeure

- 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to

negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition 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.

**33. Change Orders
and Contract
Amendments**

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to 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 shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

33.2 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 in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall

not exceed the prevailing rates charged to other parties by the Supplier for similar services.

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

34. Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. 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, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

35.1 Termination for Default

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

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

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

35.3 Termination for Convenience.

- (a) The Purchaser, by 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.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) 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:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and

Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

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

APPENDIX TO GENERAL CONDITIONS

Bank's Policy- Corrupt and Fraudulent Practices

(text in this Appendix shall not be modified)

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:

“Fraud and Corruption:

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.¹⁴ 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” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;¹⁵;
 - (ii) “fraudulent practice” 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;¹⁶
 - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;¹⁷

¹⁴ In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

¹⁵ For the purpose of this sub-paragraph, “*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.

¹⁶ For the purpose of this sub-paragraph, “*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.

¹⁷ For the purpose of this sub-paragraph, “*parties*” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

- (iv) “coercive practice” 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;¹⁸
- (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 paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank’s sanctions procedures,¹⁹ including by publicly declaring such firm or individual

¹⁸ For the purpose of this sub-paragraph, “party” refers to a participant in the procurement process or contract execution.

¹⁹ A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

- ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated²⁰;
- (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.”

²⁰ 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 either been: (i) 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 IX. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

<p>GCC 1.1(j)</p>	<p>The Purchaser is: Project Director, ASPIRe, AS-CFMS 8th Floor, Shri Kamakhya Tower, GS Road, Christian Basti, Guwahati, Assam-781006 <u>Email: aspirepmu@gmail.com</u></p>
<p>GCC 1.1 (o)</p>	<p>The Project Site(s)/Final Destination(s) is/are: Guwahati Biotech park, Technology Complex, Transit Complex Rd, IIT Guwahati, Guwahati, Assam 781039.</p>
<p>GCC 4.2 (a)</p>	<p>The meaning of the trade terms shall be as prescribed by Incoterms.</p>
<p>GCC 4.2 (b)</p>	<p>The version edition of Incoterms shall be 2020.</p>
<p>GCC 8.1</p>	<p>For <u>notices</u>, the Purchaser's address shall be: Project Director, ASPIRe, AS-CFMS 8th Floor, Shri Kamakhya Tower, GS Road, Christian Basti, Guwahati, Assam-781006 <u>Email: aspirepmu@gmail.com</u></p>

GCC 10.2**Settlement of Disputes**

The dispute settlement mechanism to be applied for adhoc arbitration 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)/The International center for Alternative Dispute Resolution (India).
- (b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the *Indian Council of Arbitration/president of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India), shall appoint the arbitrator. A certified copy of the order of the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties.

	<p>(c) Arbitration proceedings shall be held at Guwhati India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</p> <p>(d) 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.</p> <p>(e) 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)/The International Centre for Alternative Dispute Resolution (India).</p> <p>(f) Except otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute.</p>
<p>GCC 12.1 and 25.2</p>	<p>The scope of supply for the Goods and Related Services to be supplied shall be as specified below: <i>The scope of Supply including the related service is given in Schedule of requirement section VII.</i></p>

<p>GCC 13.1</p>	<p>Details of Shipping and other Documents to be furnished by the Supplier are given below:</p> <p>GCC 13.1 Upon delivery of the goods to the transporter/consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser:</p> <ul style="list-style-type: none"> (i) .Three (3) Copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount; (ii) Delivery note, Railway receipt, or Road consignment note or equivalent transport document or acknowledgement of receipt of goods from the Consignee; (iii) Three (3) Copies of packing list identifying contents of each package; (iv) Insurance certificate; (v) Manufacturer's/Supplier's warranty certificate; (vi) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and (vii) Certificate or origin. <p>The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) and if not received, the supplier will be responsible for any consequent expenses.</p>
<p>GCC 15.1</p>	<p>The prices charged for the Goods supplied and the related Services performed <i>shall not be adjustable</i>.</p>

GCC 16.1	GCC 16.1 Payment shall be made in Indian Rupees in the following manner:
	<p>(a) Payment for Goods and Services(Excluding Comprehensive Annual Maintenance Charges) supplied from India:</p> <p>(i) <i>On Delivery</i>: Eighty (90)% of the contract price shall be paid on receipt of Good, installation & Commissioning and upon submission of the documents specified in Clause 13 of SCC acceptance certificate issued by the purchaser's representative in the proforma given in Section VII-Item 6.; and</p> <p>(ii) <i>Balance</i> : the remaining ten (10) % of the contract price shall be made in equal quarterly installments at the end of each 4 months within thirty (30) day of receipt of claim</p> <p>b) The annual maintenance and repair cost (after warranty period) shall be paid in advance in equal half-yearly installments within thirty days of receipt of claim at start of each half-year period, after completion of warranty/ maintenance obligations of the previous half-yearly period, at the rates quoted in the price schedule, on receipt of bank guarantee for 2.5% of the cost of equipment (excluding comprehensive annual maintenance costs) in the form provided in the bidding documents valid for 48 (Forty Eight) months from the date of completion of warranty period after installation and commissioning.(The Bank guarantee submitted towards performance guarantee will be released only after receipt of the above).</p> <p>c) Reimbursement of GST etc. will be at actuals based on the documentary evidence of payment within 30 days of submission of bill with documents.</p>

GCC 16.5	<p>The payment-delay period after which the Purchaser shall pay interest to the supplier shall be 30 days.</p> <p>The interest rate that shall be applied is 6.65 .%</p>
GCC 17	<p>In the case of tax/ duty waiver, the purchaser will issue only the certificates in terms of the Government of India’s notification as per information given by supplier in form stipulated in Section IV. Supplier is solely responsible for obtaining such benefits and in case of failure to receive such benefits, the purchaser will not compensate the supplier separately.</p>
GCC 18.1	<p>Performance Security to the Purchaser shall be for an amount of 5% of the contract value, valid up to 60 days after the date of completion of performance obligations including warranty obligations.</p> <p>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 12 months and the Performance Bank guarantee for proportionate value shall be extended 60 days over and above the extended warranty period.</p>
GCC 18.3	<p>If required, the Performance Security shall be in the form of a “Bank Guarantee” drawn in favor of the Purchaser.</p> <p><i>The Bank Guarantee shall be in the form provided in the bid form.</i></p>
GCC 18.4	<p>Substitute Clause 18.4 GCC by the following :</p> <p>The Performance Security Shall be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the supplier’s performance obligations, including the warrantee obligation, under the contract and following receipt of a performance guarantee of 2.5 % of the contract value excluding annual maintenance cost towards guarantee for Comprehensive maintenance.</p>

GCC 18.5	<p>Add as Clause 18.5 to the GCC the following:</p> <p>In the event of any contractual amendment, the Supplier shall, within 28 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.</p>
GCC 18.6	<p>Add as Clause 18.6 to the GCC the following :</p> <p>Failure to submit the Bank guarantee for Comprehensive Maintenance service in the period specified above SCC 18.4 will constitute sufficient grounds for forfeiture of the performance guarantee.</p>
GCC 23.2	<p><u>Packing Instructions:</u> 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 with the following:</p> <p>(i) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier's Name; (v) Packing List Reference Number.</p> <p>Suppliers should use recycled materials as much as possible for packing</p>
GCC 24.1	<p>The insurance shall be paid in an amount equal to 110 percent of the EXW value of the Goods from "Warehouse to warehouse (final destination)" on "All Risks" basis including War Risks and Strikes.</p>
GCC 25.1	<p>The Supplier is required under the Contract to transport the Goods duly insured to the specified final destination, and all related costs shall be included in the Contract Price.</p>
GCC 25.2	<p>Incidental services to be provided are:</p> <p>Selected services covered under GCC Clause 25.2. The price quoted in the bid price or agreed with the selected Supplier shall be included in the Contract Price.</p>

GCC 26.1	The inspections and tests shall be as detailed in Form 5 of Section VII-Schedule of Requirement.
GCC 26.2	The Inspections and tests shall be conducted at: Suppliers Work shop.
GCC 27.1	<p>For Supply and Installation of Equipment: The maximum amount of liquidated damages shall be 0.5% of contract price per week subject to 10 % of contract price.</p> <p>For Comprehensive maintenance and related services:- As mentioned in the Appendix-1 to the contract (Comprehensive Annual Maintenance Service)</p>
GCC 28.3	<p>The period of validity of the Warranty shall be same as given in GCC 28.3.</p> <p>For purposes of the Warranty, the place(s) of final destination(s) shall be</p> <p>Guwahati Biotech Park, Technology Complex, Transit Complex Rd, IIT Guwahati, Guwahati, Assam 781039</p>
GCC 28.5	The period for repair or replacement shall be 7 days.
GCC 28.6	The period shall be 14 days.
GCC 31.1	This clause will apply only to variations in GST and other taxes payable in India on the final product which is being supplied and not for variations in tax on the individual components / raw materials which go into the product.

SECTION X – CONTRACT FORMS

1. LETTER OF ACCEPTANCE

[letterhead paper of the Purchaser]

[date]

To: *[name and address of the Supplier]*

Subject: **Notification of Award Contract No.**

This is to notify you that your Bid dated *[insert date]*. . . . for execution of the *[insert name of the contract and identification number, as given in the SCC]*. for the Accepted Contract Amount of *[insert amount in numbers and words in Rupees]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 21 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Bidding Document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract Agreement

2. CONTRACT AGREEMENT

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS CONTRACT AGREEMENT is made

the *[insert: **number**]* day of *[insert: **month**], [insert: **year**]*.

BETWEEN

- (1) *[insert complete name of Purchaser], a [insert description of type of legal entity, for example, an agency of the Ministry of of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser }] and having its principal place of business at [insert address of Purchaser] (hereinafter called “the Purchaser”), and*
- (2) *[insert name of Supplier], a corporation incorporated under the laws of [insert: country of Supplier] and having its principal place of business at [insert: address of Supplier] (hereinafter called “the Supplier”).*

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in Rs]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract Agreement. This Agreement shall prevail over all other contract documents: In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed below.
 - (a) The letter of Acceptance
 - (b) this Contract Agreement
 - (c) Letter of Bid – Technical Part

- (d) The Supplier's letter of Bid – Financial Part and original completed Schedules including Price Schedules
 - (e) Special Conditions of Contract
 - (f) General Conditions of Contract
 - (g) Technical Requirements (including Schedule of Requirements and Technical Specifications)
 - (h) *[Add here any other document(s) listed in GCC/SCC as part of contract]*
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
 4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

3. Performance Security - Bank Guarantee

[Guarantor letterhead or SWIFT identifier code]

Performance Guarantee No.....*[insert guarantee reference number]*

Date.....*[insert date of issue of the guarantee]*

To: _____ *[name of Purchaser]*

_____ *[address of Purchaser]*

WHEREAS _____ *[name and address of Supplier²¹]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Goods and related Services]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Applicant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Applicant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of _____ *[amount of guarantee²²]* _____ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

²¹ *In the case of a JV, insert the name of the Joint Venture*

²² *An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.*

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

This guarantee shall be valid until (i.e.) 60 days following the Completion date of the Contract including any warranty obligations²³, and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

²³ Completion date as described in GC Clause 18.4

4. Advance Payment Security

Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

Advance Payment Guarantee No.....*[insert guarantee reference number]*

Date.....*[insert date of issue of the guarantee]*

To: _____ *[name of Purchaser]*
 _____ *[address of Purchaser]*
 _____ *[name of Contract]*

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Clause 16 ("Terms of Payment") of the above-mentioned Contract, _____ *[name and address of Supplier²⁴]* (hereinafter called "the Applicant") shall deposit with _____ *[name of Purchaser]* a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____ *[amount of guarantee²⁵]* _____ *[in words]*.

We, the _____ *[bank or financial institution]*, as instructed by the Applicant, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ *[name of Purchaser]* on his first demand without whatsoever right of objection on our part and without his first claim to the Applicant, in the amount not exceeding _____ *[amount of guarantee]* _____ *[in words]*.

We further agree that no change or addition to or other modification of the terms of the Contract or of Goods and related Services to be supplied thereunder or of any of the Contract documents which may be made between _____ *[name of Purchaser]* and the Applicant, shall in any way release

²⁴ In the case of a JV, insert the name of the Joint Venture

²⁵ An amount shall be inserted by the bank representing the amount of the Advance Payment, and denominated in Indian Rupees.

us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ *[name of Purchaser]* receives full repayment of the same amount from the Applicant. Consequently any demand for payment under this guarantee must be received by us at this office on or before that date.

Yours truly,

Signature and seal: _____

Name of Bank: _____

Address: _____

Date: _____

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

Appendix -1 (Comprehensive Annual Maintenance Services)

1. The maintenance service covers corrective measures and free replacement of defective components in the instrument under this contract. The maintenance service shall be comprehensive in nature and replacement of spare parts etc. Excluding items of consumable in nature.
2. The supplier shall maintain the equipment's in good working condition during the contract period and shall correct the fault and failures, repair or replace worn or defective parts of the equipment's during normal working hours of the office, where the equipment's is installed.
3. The supplier shall ensure that the full configuration of the equipment is in proper working condition, after repair and maintenance.
4. The employer shall expect the service provider to provide support in case of problems; he must provide immediate and timely resolution.
5. The fault shall be rectified within the same working day, as far as possible and in no case shall exceed 12 working hours, from the time of reporting of failure/defect. Failure/defect shall be rectified so as to make available a perfectly working the instruments and peripherals. In case it is not possible to repair the instrument within 12 working hours of complaint, a replacement shall be provided but the original shall be returned at the earliest within one week, duly rectifying the fault. Such replacement shall be of equivalent or higher configuration.
6. In case the guaranteed repair time not being met, the following penalty shall be levied:
 - a) Beyond 12 working hours (first day of receipt of complaint) and up to 24 working hours (2 days of receipt of complaint), the penalty shall be 2 % per day of the value of CMC for the year.
 - b) Beyond 24 working hours, the penalty shall be 4% per day.
 - c) However, in case a working replacement is made within the above mentioned time, no penalty shall be levied for a period of one week. In case, the system is not

returned duly rectifying the fault, within one week, above mentioned penalty at 4% per day shall be chargeable, from 8th day onwards.

- d) The contractor shall ensure that the equipment is in good working condition and is with full configuration while handing over at the end of the CMC.
- e) The Supplier shall attend the corrective and preventive maintenance of the equipment's at least once in a quarter. The preventive maintenance of the system would cover essential services like cleaning, checking system performance etc.