

E-5

**PROCUREMENT OF GOODS
UNDER
SHOPPING PROCEDURES**

GOVERNMENT OF INDIA
MINISTRY OF ENVIRONMENT, FORESTS & CLIMATE CHANGE
SOCIETY OF INTEGRATED COASTAL MANAGEMENT (SICOM),
112, FIRST FLOOR, DEENDAYAL ANTYODAYA BHAVAN, CGO COMPLEX
NEW DELHI-110003

INTEGRATED COASTAL ZONE MANAGEMENT (ICZM) PROJECT

CREDIT AGREEMENT 4765 –IN

**INVITATION FOR QUOTATIONS FOR SUPPLY OF USED AND SERVICEABLE
CARGO CONTAINERS**

Reference No: -NPMU/G/2018-6

Dated: 25.9.2018

Sub.: INVITATION FOR QUOTATIONS FOR SUPPLY OF USED AND SERVICEABLE
CARGO CONTAINERS

1. You are invited to submit your most competitive quotation for the following goods: -

Brief Description of the Goods	Specifications*	Quantity	Delivery Period	Place of Delivery
Supply of used and serviceable Cargo Containers	Refer annex I	12	20 Days	New Delhi/ NCR and adjoining areas

Scope of the Assignment: -

- a) To deliver the used and serviceable 12 Cargo Containers as per the specification mentioned in Annexure-I, at New Delhi/ NCR & adjoining areas. The exact location will be intimated after award of contract.

Background

2. Government of India has received a credit from the International Development Association (IDA) towards the cost of the Project and intends to apply part of the proceeds of this credit to eligible payments under the contract for which this invitation for quotations is issued.

3. To assist you in the preparation and submission of your quotation, we are enclosing the Bid Document.

4. You are requested to provide your offer latest by 1600 Hrs on 4.10.2018 by **speed post/by hand only. The offer sent through Courier will not be accepted.**

5. SICOM reserves the right to accept/reject any/all tenders in part/full without assigning any reason thereto.

6. Any addendum/corrigendum/amendment in respect of above tender shall be issued on the websites (www.sicommoef.in and www.ncscm.res.in) only and no separate information shall be issued in the newspaper. Tenderers are therefore requested to repeatedly visit on website to keep themselves updated.

7. Quotations will be opened at 1100 Hrs on 5.10.2018 in the office of Room No. 112, First Floor, Deendayal Antyodaya Bhawan, CGO Complex, Lodhi Road, New Delhi-110003. If any Bidder or their authorized representative wants to attend the meeting can attend the meeting.

8. We look forward to receiving your quotations and thank you for your interest in this Project.

National Project Director
Society of Integrated Coastal Management (SICOM),
New Delhi
Email id:- proc.sicom@gmail.com
Tel No: 011-24360934

Instructions to Bidders

A. General

1. Eligible Goods and services.

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

2. Cost of submission of Quotations.

2.1 The Bidder shall bear all costs associated with the preparation and submission of the Quotation, and SICOM hereinafter referred to as “the Purchaser”, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

3. Content of the Bidding Document

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

- a. Instruction to Bidders(ITB)
- b. Technical Specifications.(Attachment-I)
- c. Quotation Form (attachment-II)
- d. Price Schedules (Attachment-III)
- e. Contract Form (Attachment-IV)
- f. Conditions of Contract (Attachment-V)
- g. Performance Statement Form (Attachment-VI)
- h. Format for Bid security (Attachment – VII)
- i. Format for Advance payment Bank Guarantee (Attachment- VIII)

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

C. Preparation of Quotations

4 Documents Constituting the Quotations;

4.1 The quotation prepared by the Bidder shall comprise the following;

- a. The completed Quotation Form (Attachment-II) and Price Schedule (Attachment-III)
- b. Documentary evidence established in accordance with ITB Clause7 that the bidder is eligible to quote and is qualified to perform the contract if its quotation is accepted.

5. Quotation Form

5.1 The Bidder shall complete the Quotation Form (Attachment-II) and the Price Schedule (Attachment-III) furnished in the bidding documents, indicating the Equipment (Cargo Containers) to be supplied, and their quantity and price.

6. Bid Price

6.1 The Bidder shall indicate on the Price Schedule (Attachment-III), the unit price and total bid prices of the Equipment it proposes to supply under the Contract inclusive of all duties, taxes, charges except GST.

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

- i. GST shall be shown separately.
- ii. The rates quoted by the bidder shall be fixed for the duration of the contract inclusive of all taxes, duties, charges except GST and shall not be subject to adjustment on any account. A quotation submitted with an adjustable prices will be treated as non-responsive
- iii. The Prices shall be quoted in Indian Rupees only.

7. Documents Establishing Bidder's Eligibility and Qualifications:

7.1 ELIGIBILITY CRITERIA

- (a) The average annual turnover of the firm in last 5 years should be 36 Lakh.
- (b) The firm should have successfully completed/ supplied three similar items of value not less than Rs. 8 lakh in last five years (Purchase order/work order along with end user certificate must be submitted as a proof. Submission of PO/WO alone will not establish the bidders qualification). Or
- (c) The firm should have successfully completed/ supplied two similar items of value not less than Rs. 11 Lakh in last five years (Purchase order/work order along with end user certificate must be submitted as a proof. Submission of PO/WO alone will not establish the bidders qualification)or
- (d) The firm should have successfully completed/ supplied one similar item each of value not less than Rs. 15 Lakh in last five years (Purchase order/work order along with end user certificate must be submitted as a proof. Submission of PO/WO alone will not establish the bidders qualification)

7.2 The Bidder shall furnish, as part of its quotation, following documents to establish the Bidder's eligibility to quote and its qualifications to perform the Contract if its quotation is accepted:

Certificate of Work Experience: (Attachment-VI)

- (i) Details of three similar works/ supply of item completed each of value not less than **Rs. 8 Lakhs.**

Or

- (ii) Two similar works/ supply of items each of value not less than **Rs. 11 Lakhs.**

Or

- (iii) One similar work/ supply of item of value not less than **Rs. 15 Lakhs** during the last five years ending previous day of the last date of submission of technical bid.
- (iv) Reports on financial standing of the Bidder such as profit & Loss statements and auditors report for the last 5 years i.e 2012-13, 2013-14, 2014-15, 2015-16 , 2016-17 in the format attached
- (v) PAN with self-attested copy of PAN
- (vi) GST registration with self-attested copy of GST

7.3 Similar work means “Supply of Cargo containers or fabricating of office/ toilets by using the cargo containers” in Central Govt. Deptt. /State Govt. Deptt. /Central Autonomous Body/Central Public Sector undertaking, Pvt Ltd Companies with repute.

7.4 No Joint Venture is allowed

8. Period of Validity of Bids

8.1 Bids shall remain valid for 90 days after the deadline for submission of quotations prescribed by the Purchaser.

9. Format and Signing of Bids.

The Quotation shall be typed and shall be signed by the Bidder. All pages of the bid, except for unamended printed literature, shall be initialled by the person signing the quotation. Any interlineations, erasures or overwriting shall be valid only if they are initialled.

In case of any clarification/ confirmation on the Bid, the bidder is requested to submit questions by email (proc.sicom@gmail.com) to reach the Employer within 4 days from the date of publication of the Bid.

10. Corrupt or Fraudulent Practices

The Bank requires that the Borrowers (including beneficiaries of Bank Loans) as well as Bidders/Suppliers/ Contractors under Bank-Financed contracts, observe the highest standard of ethics and not indulge in corrupt and fraudulent practices, during the procurement and execution of such contracts

11. Amendment of Bidding Documents

11.1 Before the deadline for submission of bids, the Purchaser may modify the bidding documents by issuing addenda.

11.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing to all the bidders. Prospective bidders shall acknowledge receipt of each addendum in writing to the Purchaser.

11.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser shall extend the deadline for submission of bids, if necessary.

12. Bid Security

12.1 The Bidder shall furnish, as part of his Bid, a Bid security of Rs 30,000 for this particular work. This bid security shall be in favor of Society of Integrated Coastal Management, payable at New Delhi and may be in one of the following forms:

- a bank guarantee issued by a nationalized / scheduled bank located in India, **The Bank Guarantee format shall be as per Attachment** or
- Certified Cheque, Bank Draft or Letter of Credit in favor of Society of Integrated Coastal Management, payable at New Delhi.

12.2 Bank guarantees issued as surety for the bid shall be valid till the validity of the bid i.e. 90 days from the last date of submission, which may be extended, if required.

12.3 Any bid not accompanied by an acceptable Bid Security and not secured as indicated in Sub-Clauses 12.1 and 12.2 above shall be rejected by the Purchaser as non-responsive.

12.4 The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the bid validity period.

12.5 The Bid Security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security.

12.6 The Bid Security may be forfeited

- (a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
- (b) if the Bidder does not accept the correction of the Bid Price, or
- (c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - (i) sign the Contract Agreement

12.7 Each bidder shall submit only one quotation. Bidder shall not contact other Bidders in matters relating to this Quotation. .

D. Submission of Quotation

13. Sealing and Marking of Bids

13.1 The Bidders shall prepare & submit Technical Part and Price Part. The Technical part shall contain (i) Bid Security, (ii) all the documents required for establishing eligibility for qualification as per clause no. 7, (iii) Detailed specifications of the equipment as offered and ensure that no Price is included in the technical part. The Price part shall contain (i) Quotation Form & (ii) the Price as per the Format. The Technical Part and the Finance part should be kept in separate envelopes and sealed.

13.2 The **inner and outer** envelopes shall

- (a) be addressed to the Employer at the following address:

National Project Director, SICOM, Ministry of Environment, Forests & Climate Change, 112, First Floor, Deendayal Antyodaya Bhawan, CGO Complex, Lodhi Road, New Delhi-110003

and

(b) bear the following identification:

- Bid for "SUPPLY OF USED AND SERVICEABLE CARGO CONTAINERS".

Bid Reference No. NPMU/G/2018-6 DATED 25.9.2018 -
DO NOT OPEN BEFORE 1100 HOURS on 05.10.2018

13.3 If the outer envelope is not sealed and marked as above, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

14. Deadline for Submission of the Bids

14.1 Bids must be received by the Purchaser at the address specified above not later than 1600 Hours on 4.10.2018. In the event of the specified date for the submission of bids declared a holiday for the Purchaser, the Bids will be received upto the appointed time on the next working day.

15. Late Bids

15.1 Any Bid received by the Purchaser after the deadline prescribed in Clause 11.3 will be returned unopened to the bidder

E. Opening and Evaluation of Quotation

16 Opening of Quotations by the Purchaser

16.1 Quotations will be opened at 1100 Hrs on 05 Oct 2018 in the office of Room No.112, First Floor, Deendayal Antyodaya Bhawan, CGO Complex, Lodhi Road, New Delhi-110003. If any Bidders or their authorized representative wants to attend the meeting can attend the meeting.

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

17 Clarification of Quotations

17.1 During Evaluation of Quotations, the Purchaser may, at its discretion, ask the Bidder for a clarification of its quotation. The request for clarification and the response shall be in writing and no change in prices or substance of the quote shall be sought, offered or permitted.

18 Preliminary Examination.

18.1 The Purchaser will examine the Quotations to determine whether they are complete, whether any computational errors have been made, whether the

documents have been properly signed, and whether the quotations are generally in order.

18.2 Arithmetical errors, if any be rectified.

18.3 The Purchaser may waive any minor informality or non-conformity or irregularity in Quotation which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.

18.4 Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each quotation to the bidding documents. For the purpose of these Clauses, a substantially responsive quotation is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. Deviations or reservations to critical provisions such as those concerning Performance Security, Warranty, Payment Terms and Delivery will be deemed to be a material deviation.

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

19 Evaluation and Comparison of Quotation.

19.1 The Purchaser will evaluate and compare the quotations determined to be substantially responsive i.e. which (a) are properly signed; (b) conform to the terms and conditions, and specifications and (c) has submitted all the documents asked for in 7.2 above. No Quotation will be considered if the complete requirements covered in the item is not included in the Quotation.

19.2 The Purchaser's evaluation of a Bid will exclude and not take into account, in case of goods, sales and other similar taxes, which will be payable on the Goods if a contract is awarded to the Bid.

F. Award of contract

20 Post Qualification

20.1 The Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive quotation meets the Qualifications as mentioned at clause 7 above.

The bidders should furnish information on all past supplies and satisfactory performance on the prescribed format attached.

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

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

21 Award of Contract

21.1 The Purchaser will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price provided that the Bidder is determined to be qualified to perform the Contract Satisfactorily.

21.2 Notwithstanding the above, the Purchaser reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.

21.3 The bidder whose bid is accepted will be notified of the award of contract by the Purchaser prior to expiration of the quotation validity period. The terms of the accepted offer shall be incorporated in the supply order.

22. Purchaser's right to vary Quantities at the time of Award

The Purchaser reserves the right at the time of Contract Award to increase or decrease by upto 25% of the Quantity of goods originally specified in the schedule of requirements without any change in unit price or other terms & conditions.

23 Purchaser's Right to accept any quotation and to reject any or all quotations.

23.1 The Purchaser reserves the right to accept or reject any quotation, and to annul the bidding process and reject all quotations any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders.

24 Notification of Award

Prior to expiration of the period of Quotation validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable/e-mail or FAX, to be confirmed in writing by registered letter, that its quotation has been accepted

25 Performance Security

Deleted

26 Corrupt or Fraudulent Practices

26.1 The Bank requires that the Borrowers (including beneficiaries of Bank Loans) as well as Bidders/Suppliers/ Contractors under Bank-Financed contracts, observe the highest standard of ethics and not indulge in corrupt and fraudulent practices, during the procurement and execution of such contracts

National Project Director
(SICOM), New Delhi
Tel. No.011-24360934

TECHNICAL SPECIFICATIONS OF CARGO CONTAINERS

1. Size : 20 ft x 8 ft x 8.6 ft (Length x Width x Height)
2. Type: ISO Group-1
3. Container material: Steel with corrugated walls
4. Floor material: Wooden
5. Suitable for any general purpose–Domestic inland use
6. Fork-lift pockets for loaded containers
7. Various lashing devices with a permissible load of 1,000 kg (2,205 lbs) each on the top and bottom longitudinal rails and the corner posts
8. Floor height 170 mm (ground level to interior floor surface, tolerance deviation possible)
9. Floor C&I channels should be in good condition without any twist and corrosion.
10. Container should be end open.

QUOTATION FORM

Date :.....Credit/Loan No :.....IFQ No :.....

TO: (Name and address of purchaser)

Gentlemen and/or Ladies :

Having examined the Bidding Documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver Item numbers in conformity with the said bidding documents at the unit rates as specified in the attached Price Schedule.

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to abide by this bid for the Bid validity period specified in ITB Clause 9 of the bidding document and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

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

We clarify/confirm that we comply with the eligibility requirements as per ITB Clause 1 of the bidding documents.

Dated this day of 201

(Signature of the Bidder)

PRICE SCHEDULE

<u>Sl. No.</u>	<u>Details of Containers as per technical specifications</u>	<u>Qty</u>	<u>Rate in Rs.</u>	<u>Amount</u>
Sub total amount inclusive of all taxes, duties & charges				
GST				
Grand Total amount				

We agree to supply the above items of goods in accordance with the technical specifications for the amount as shown in the Price schedule, within the period specified in the Invitation for Quotations.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery or collusive agreements with competitors.

Signature of Supplier

CONTRACT FORM

THIS AGREEMENT made theday of....., 201...
Between.....(*Name of purchaser*) (Hereinafter called "the Purchaser") of the
one part and..... (*Name of Supplier*) of (Hereinafter called "the
Supplier") of the other part:

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz.,
.....(*Brief Description of Goods and Services*) and has accepted a
quotation by the Supplier for the supply of those goods and services in the sum of
..... (*Contract Price in Words and Figures*)(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 be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Quotation Form and the Price Schedule submitted by the Bidder;
 - (b) the Technical Specifications along with the drawing
 - (c) Conditions of Contract; and
 - (d) the Purchaser's Notification of Award.
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.

Brief particulars of the goods and services which shall be supplied /provided by the Supplier are as under:

Sl.No	Brief description of goods and services	Quantity to be supplied	Unit rates	Total price	Delivery terms

TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

said (For the Purchaser)

in the presence of:.....

Signed, Sealed and Delivered by the

said (For the Supplier)

in the presence of:.....

CONDITIONS OF CONTRACT

1. Definitions

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

- (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) "The Goods" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;
- (e) "CC" mean the Conditions of Contract contained in this section.
- (g) "The Purchaser" means the organization purchasing the Goods, as named in SCC.
- (i) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract

.2. Standards

2.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

3. Use of Contract Documents and Information; Inspection and Audit by the Bank

3.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

3.2 The supplier shall permit the Bank to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Bank, if so required by the Bank.

6. Inspections and Tests

6.1 The Purchaser or its authorised representative shall have the right to inspect and/or to test the Containers prior to shipment to confirm their conformity to the Contract specifications at no extra cost to the Purchaser.

6.2 The inspections and tests shall be conducted on the premises of the Supplier. The supplier shall intimate the purchaser within 3 days from the date of the order to carry out the inspection of containers. The Supplier shall extend all facilities and assistance, including access to drawings to the Purchaser/authorised representatives free of charge.

6.3 Should any inspected or tested Container fail to conform to the specifications, the Purchaser may reject the particular Container and the Supplier shall replace the Container free of cost to the Purchaser.

6.4 Nothing in GCC Clause 6 shall in any way release the Supplier from any warranty or other obligations under this Contract.

7. Packing

7.1 The Supplier shall provide the appropriate packing to the containers to prevent their damage or deterioration during transit to their final destination as indicated in the Contract.

8. Delivery and Documents

a) 8.1 Delivery of the Goods shall be made by the Supplier in New Delhi/ NCR & adjoining areas in accordance with the terms specified by the Purchaser in the Notification of Award.

8.2 The supplier shall intimate the dispatch detail one day in advance before dispatch.

8.3 Following documents are required to be submitted along with the material:-

- (i) 3 Copies of the Supplier invoice showing contract number, goods' description, quantity, unit price, total amount;

9. Transportation

9.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination, transport to such place of destination, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.

10. Incidental Services

Delete

11. Spare Parts

Deleted

12. Warranty

Deleted

13. Payment

13.1 The method and conditions of payment to be made to the Supplier (in Indian Rupees) under this Contract shall be as under:

(i) **Advance payment** : *Advance payment of 60 % of contract value may be paid against submission of bank guarantee of advance amount which shall be kept valid till 4 months. The format for bank guarantee is attached at Attachment V.*

(ii) **After on-site inspection & acceptance and final Delivery:** Hundred percent of the contract price shall be paid after on- site inspection, acceptance and final delivery of Goods at the destination. The advance payment will be deducted from the invoice.

13.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted and upon fulfilment of other obligations stipulated in the contract.

13.3 Payments shall be made promptly by the Purchaser but in no case later than sixty (60) days after submission of the invoice or claim by the Supplier.

14. Prices

14.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.

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

15. Contract Amendments

15.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

16. Assignment

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

17. Delays in the Supplier's Performance

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

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

17.3 Except as provided under GCC Clause 20, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated

damages pursuant to GCC Clause 18, unless an extension of time is agreed upon, without the application of liquidated damages.

18. Liquidated Damages

18.1 If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% per week of the delivered price of the delayed Goods for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10% of the Contract Price. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 19

19. Termination for Default

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

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to CC Clause 17; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

19.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to CC Clause 19.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

20. Force Majeure

20.1 Notwithstanding the provisions of CC Clauses 17, 18, 19, 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.

21. Settlement of Disputes

21.1 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.

21.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Arbitration proceedings shall be conducted by a sole Arbitrator, in accordance with Arbitration and Conciliation Act 1996.

22. Jurisdiction of Court.

Courts at Delhi alone shall have the jurisdiction to decide any dispute arising out of or in respect of this contract.

Attachment VI

Format of Performance Statement for the last five years to be submitted by the Bidder

IFQ No.....

Name of Bidder.....

Order placed by (Full address of Purchaser)	Order No and date	Description and quantity of equipment ordered	Value of order (Rs)	Date of completion of delivery As per contract/ Actual or revised	Quantity of supplies made as on date	Additional supplies to be made in the period of this contract	Remarks indicating reason for late delivery if any	Has the equipment been satisfactorily functioning (Attach a certificate from the Purchaser)
1	2	3	4	5	6	7	8	9

Turnover of the firm

Financial Year	Turnover (in Rs.)
2012-13	
2013-14	
2014-15	
2015-16	
2016-17	

Form of Bid Security (Bank Guarantee)

[Guarantor letterhead or SWIFT identifier code]

Beneficiary:

[Insert name and address of the Employer]

Invitation for Bids No: *_[Insert reference number for the Invitation for Bids]*

Date:*[Insert date of issue]***BID GUARANTEE No.:***[Insert guarantee reference number]*

Guarantor: *_[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of *[insert description of contract]* under Invitation for Bids No. *[insert number]* ("the IFB").

Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in letters]* (*insert amount in numbers*) upon receipt by us of the Beneficiary's complying supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has withdrawn its Bid during the period of bid validity specified by the Applicant in the Letter of Bid, or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the period of bid validity, (i) fails to execute the Contract Agreement or (ii) fails to furnish the performance security, , in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security and, issued to the Beneficiary upon the instruction of the Applicant; and (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) till the Validity Period, which date shall be established by presentation to us of copies of the Letter of Bid and any extension(s) thereto ,accompanied by the bidding document; or (c) three years after the date of issue of this guarantee.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758. _____

[signature(s)]

Advance Payment Security

[Guarantor letterhead or SWIFT identifier code]

Beneficiary:*[Insert name and Address of Employer]*

Date: *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* () *[insert amount in words]* upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

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

