

**NATIONAL SUGAR INSTITUTE**

An ISO 9001:2008 Certified Institute  
 Ministry Of Consumer Affairs, Food & Public Distribution  
 Department of Food & Public Distribution  
 (Government of India)

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Kanpur, Dated: 20.01.2016

**Notice Inviting Tender**

Director, National Sugar Institute, Kanpur (NSI, Kanpur), on behalf of President of India, invites Sealed Tenders from reputed Indian/foreign manufacturers and authorized dealers for the supply, installation, integration (wherever required) and commissioning of the following item(s)/unit separately for each under two bid systems.

Sl. No.	Item Description	Quantity	Tender Fees	EMD (in Rs.)
1.	High Performance Liquid chromatograph	One	500/-	25,000/-
2.	Gas Chromatography	One	500/-	15,000/-
3.	Alcolyzer System	One	500/-	80,000/-
4.	Portable Alcohol Meter for Distillates	One	500/-	5,000/-
5.	Saccharimeter	One	500/-	2,000/-

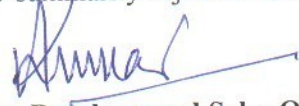
The tender document with complete details including technical specifications and other terms & conditions can be downloaded from the website [www.nsi.gov.in](http://www.nsi.gov.in) and/or e-procurement portal of the Government of India <http://eprocure.gov.in/epublish/app>.

The cost of the tender document/Tender Fees for each item is Rs. 500/- which is to be paid in addition to EMD mentioned against each of the item/unit above. **The Bank Drafts are to be drawn in favour of 'Director National Sugar Institute, Kanpur' payable at State Bank of India, Kalyanpur, Kanpur.**

Both bids i.e. the Technical & Price bids must be submitted on or before the **5<sup>th</sup> February, 2016 upto 3:00 p.m.** Both Tender Fees, as cost of downloaded Tender document and EMD are to be submitted **with the technical bids** in separate envelopes. **The Bank Drafts/PBGs are to be drawn in favour of 'Director National Sugar Institute, Kanpur' payable at State Bank of India, Kalyanpur, Kanpur.**

The technical bids will be opened on the same day at 16:00 hrs. onwards in the presence of the bidders, who wish to be present. The financial bid of only those tenderers who are assessed as technically qualified by the committee (to be decided later after evaluation) will be opened with prior intimation to the tenderer.

Tender receipt without Tender Fees (unless exempted) and EMD will be summarily rejected. Late and delayed tenders will be summarily rejected.

  
**Administrative cum Purchase and Sales Officer**  
 NSI, Kanpur

## TENDER DOCUMENT

Tender document against Tender Notice for supply of equipment as per details and terms and conditions given below:-

### Technical Specifications

Sl. No.	Name of Equipments	Quantity Required	EMD
1.	<p><b>High Performance Liquid chromatograph</b></p> <p>An Automatic computer controlled High Performance liquid chromatograph system equipped with a suitable Quaternary Solvent delivery Pump with Auto sampler, Column Compartment, PDA Detector, RI Detector capable of working in both Isocratic &amp; gradient operation. It should provide error-free programming of pump parameters including flow rates, operating pressure limits, compressibility compensation, calibration and diagnostics.</p> <p><b>All the modules of HPLC like Pump, Detectors should be from same/single manufacturer.</b></p> <p>Programmable flow rate range: up to 10 mL/min or more. Max. Operating pressure: 8500 psi or more. Flow precision: 0.08 % RSD or less. Flow rate accuracy: 1 % Delay Volume: 1 mL or less. Composition Range: 0 to 95 %.</p> <p>The pump should have GLP features like maintenance feedback for continuous tracking of instrument usage with user settable limits and feedback messages.</p> <p><b><u>Online Vacuum Degasser.</u></b></p> <p><b><u>Auto sampler</u></b></p> <p>Injection Volume Range: up to 100 uL. Max. Operating pressure: 8500 psi or more Auto sampler carryover: &lt; 0.05 % RSD or better. Sample Delivery Precision: 0.25% RSD or better At least 90 samples or more can be accommodated. Sample Rack cooling facility 5 – 35 ° C</p> <p><b><u>PDA Detector with Flow cell.</u></b></p> <p>Detection Type: 1024 photo diodes or more. Wavelength range: 190 – 600 nm or better. Light source: Deuterium lamp &amp; Tungsten Lamp. Wavelength accuracy: +/- 1nm. Data Rate: 20 Hz or Better. Noise : &lt; ± 0.8 x 10<sup>-5</sup> AU Drift: &lt; 1 x 10<sup>-3</sup> AU/hr Diode width/Resolution: &lt; 1.2 nm.</p>	1	Rs.25,000/-

	<p>Temperature control for complete optical unit. Flow cell: 10mm path length, 10 to 15 ul volume (Analytical standard)</p> <p><b><u>RI Detector</u></b> Detection Type: Deflection Refractive index range: 1 to 1.75 Noise: &lt; 2.5 x 10<sup>-9</sup> RIU. Temperature control: 5 to 50 Degrees.</p> <p><b><u>Thermos tatted Column Compartment</u></b></p> <p>Temp setting facility: 10 degree below ambient Up to 75 Degrees Two Columns up to 250 mm should be accommodated.</p> <p><b><u>Chromatography Software</u></b></p> <p>Chromatography Software should have client/server, 32-bit design for windows 7 or compatible software. Real time triggers to react the condition i.e. to take action on Fault, .Leakage, Stop, Start, wavelength switching, injection etc. The software should be genuine &amp; original with 21 CFR compliance. Software should be latest, genuine and original.</p> <p><b><u>Columns</u></b></p> <p>C18 Analytical Column C-8 Analytical Column Column for sugar analysis</p> <p>Branded PC (HP), Laser Printer &amp; 3 KVA UPS with 30 Minutes back up.</p> <p><b><u>ADDITIONAL ACCESSORIES</u></b></p> <p>Plunger Seals (Qty- 2) PTFE Frit- (Qty 05) Peek tubing 0.18 ID, 5 meter, (yellow). Peek Tubing 1/16" 0.01"/0.25mm, 5 meters. Finger tight Peek fittings 10/pk- Qty- 1 Stainless steel Solvent inlet filter, 20 µm (Qty -02 No's) Tool Kit – Qty 1.</p>		
2.	<p><b>GAS CHROMATOGRAPHY</b></p> <p>System shall be capable of supporting two inlets and three detector ports simultaneously and should have electronic pneumatic / pressure controls for all the gases and should have Chromatography Data system which is based on Microsoft Windows operating system for instrument control, data acquisition, data analysis, quantization,</p>	1	Rs.15,000/-

	<p>automation &amp; customization with online and offline sessions provided. The system should have digital display/LCD on machine for quick view of GC Parameters</p> <p><b>COLUMN OVEN:</b> Oven temp range upto 450 Deg C Maximum programmable temp ramps rates: at least 120°C/ min Number of temperature-programmed ramps: 15 ramps or better Temperature set point resolution 0.1 Deg C. Cool down rate : 400 Deg C to 50 Deg C in 4.5 mints or better.</p> <p><b>INJECTORS ;</b> Split/Splitless Capillary Injector with Electronic Flow Control Maximum temperature: 400 Deg C or better Pressure range: 0-100 psi <b>EPC</b> - The System should have Pressure set point and control precision to 0.001 psi for better retention time locking precession <b>DETECTORS:</b> <b>Flame Ionization Detector (FID) - 1 Nos</b> Auto flame out detection Auto flame re-ignition Max. Temp. .... 450 deg C Detectivity ..... 1.5pg C/sec. Linear dynamic range .... 10<sup>7</sup></p> <p><b>Auto Sampler</b> - Having capacity of 12 vials or more with area reproducibility of 0.3% RSD or less (Should be quoted as optional) <b>SOFTWARE:</b> The Chromatography software should be client server based Chromatography data system. The software should be able to acquire data from all the detectors and should have a single point control of all gas chromatographic parameters. The software should have the facility for interactive graphics, tool bar facility for online editing, recalculation, batch data processing, overlay, peak integration, S/N (signal to noise) ratio, programmable integration control, baseline compensation, options for continuous averaging of calibration data, weighted regression etc. All standard chromatographic parameters for qualitative and quantitative analysis should be available. <b>Branded Computer-</b> The system must be supplied with compatible PC &amp; printer. <b>Other Accessories:</b> Hydrogen, Nitrogen and Zero Air (47 ltr capacity) Gas Cylinders (Two each) with regulators and Gas purification for H<sub>2</sub>, N<sub>2</sub> and Zero Air.5 KVA Online UPS with 30mnts back-up</p>		
3.	<p><b>Alcolyzer System</b></p> <ul style="list-style-type: none"> <li>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.</li> </ul>	1	Rs.80,000/-

	<ul style="list-style-type: none"> <li>• Density measuring accuracy should be + 0.0001 g/cc.</li> <li>• 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.</li> <li>• It should not be necessary for operator to manually check for bubbles.</li> <li>• 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.</li> <li>• Alcohol measurement repeatability, s.d. 0.01 % v/v</li> <li>• Measuring temperature control by built-in Peltier thermostat.</li> <li>• Temperature range: 0 °C to 95 °C</li> <li>• System should meet conformity with EBC, ASBC, MEBAK, OIV, OIML, AOAC, ASTM</li> <li>• Instrument should only require simple adjustment with air/water and occasionally a water/ethanol solution.</li> <li>• Instrument should use selective alcohol measurement NIR measuring method for producing dependent adjustments.</li> <li>• System should be upgradable to measurement directly out of beer or wine bottle.</li> <li>• Instrument should have facility to send notification automatically when a service interval, check interval or audit trail interval is due.</li> <li>• Instrument should be equipped with 4 x USB, Ethernet, VGA, CAN, RS-232 interfaces.</li> <li>• Instrument should be upgradable to measure turbidity, viscosity, pH and Color in one measuring cycle.</li> <li>• Easy-to-use data processing software: Microsoft Excel add-in for reading out measurement data should be part of the standard supply.</li> <li>• System should be equipped with peristaltic pump as a Filling system for single measurements of liquids sample.</li> <li>• Sampling: One sample is replaced by the other by means of a peristaltic pump.</li> <li>• Sample loading modes: Plain displacement</li> <li>• Displacement by generating bubbles in initial pump phase</li> <li>• Displacement by pumping back and forth in initial pump phase</li> </ul>		
4.	<p><b>Portable Alcohol Meter for Distillates</b></p> <ul style="list-style-type: none"> <li>• Measuring range Alcohol: 0 % v/v to 100 % v/v</li> <li>• Temperature: 0 °C to 40 °C (32 °F to 104 °F) (automatic temperature correction)</li> <li>• Accuracy Alcohol: 0.1 % v/v</li> <li>• Temperature: 0.1 °C (0.2 °F)</li> <li>• Repeatability s.d. Alcohol: 0.05 % v/v</li> <li>• Temperature: 0.05 °C (0.1 °F)</li> <li>• Ambient temperature -10 °C to +50 °C (14 °F to 122 °F)</li> </ul>	1	Rs. 5,000/-

	<ul style="list-style-type: none"> <li>Supported parameters Density, alcohol concentration, sugar concentration, 10 additional programmable parameters</li> <li>Data memory 1024 results</li> <li>Power supply two alkaline mignon batteries, 1.5 V LR06 AA</li> <li>Sample volume 2 mL /or more</li> <li>Data interfaces IrOBEX (data transfer to a PC), IrLPT (data transfer to a printer),</li> <li>RFID (sample identification)</li> <li>Optional available accessories Portable thermo printer with IrDA interface, IrDA-USB adapter for data transfer to a PC, hand strap</li> </ul>		
5.	<p><b>Saccharimeter</b></p> <p>Saccharimeter suitable for sugar analysis, Schmidt and Haensch type, range -3- to +110<sup>0</sup>C or better, accuracy +/- 0.1 deg.z, suitable for polarization in 400 mm pol tubes, suitable for work on white light, mounted on sturdy train complete with pol tubes and quartz plates of +25 and +75 deg. Z</p>	01	Rs. 2000/-

1. Validation of the instrument should be done every six months from the date of installation till warranty period .
2. Supply of equipment of similar specifications to other government institutes/research institutes/universities/other Government Organizations etc. in India. However, the Technical evaluation committee may consider setting higher numbers of similar supply as one of the criteria for short-listing the eligible firms.
3. The successful bidder will have to supply, install, integrate with other Equipment and proposed Experimental Fermentation & Distillation unit, wherever required, and commission the same.
4. Separate bids along with separate tender fees and EMD are required to be submitted by the Firms submitting bids for multiple items.
5. Bidder should give compliance statement point wise showing/highlighting specifications of the items in their quotation for comprehensive technical comparison.
6. Failing in compliance and proof of compliance will cause cancellation of the bid without any further notice/information.
7. Multiple Models with higher specifications should be quoted as separate models in the bids.

**(DETAILED TERMS & CONDITIONS INCLUDING INSTRUCTION TO BIDDERS AND GENERAL CONDITIONS OF CONTRACT)**

**1. GENERAL:** Quotations in closed cover are invited on behalf of the President of India by the Director, National Sugar Institute, Kanpur (a subordinate office of Ministry of Consumer Affairs, Food & Public Distribution, Department of Food & Public Distribution, Government of India) from the reputed Indian and foreign manufacturer under Two-Bid -Tender (Techno-Commercial) System. **The offer/ quotation must be strictly as per required specifications and the tender terms & conditions.**

**2. PREPARATION AND SUBMISSION OF OFFERS:**

- (a) Quotation should be submitted directly by the original manufacturer/supplier or its sole authorized distributor/dealer. In case of bid by authorized dealer/distributor, the manufacturer authorization should be attached with the technical bid as per **Annexure-‘G’ in original.**

- (b) In case, a bidder is not doing business within India, it shall furnish the certificate to the effect that the bidder is or will be represented by an agent in India equipped and able to carry out the supply, maintenance, repair obligations etc. during the warranty and post-warranty period or ensure a mechanism at Institute for carrying out the supply, maintenance, repair obligations etc. during the warranty and post-warranty period complete cost for which will be borne by the bidder/supplier.
- (c) The bidder shall bear all costs associated with the preparation and submission of its bid irrespective of the conduct or outcome of the bidding process.
- (d) The bidder should not indulge in any corrupt, fraudulent, collusive, coercive practices during the entire process of procurement and execution of contract/order.
- (e) Before the deadline for submission of the bid, DIRECTOR, NATIONAL SUGAR INSTITUTE, KANPUR reserves the right to modify the bidding document and to extend or not to extend the date of submission. Such amendment/modification will be notified hosting notification on Institute website <http://nsi.gov.in> and/or e-procurement portal of the Government of India <http://eprocure.gov.in/epublish/app> and/or Press notification.
- (f) Conditional tenders will be summarily rejected.
- (g) A bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice signed by the authorized signatory before the last date of submission of the bid. Any re-submission or modification in the bid should be submitted before the last date & time of submission of bid.
- (h) 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 Bid Form or any extension thereof.
- (i) First envelope marked "WITHDRAWAL" shall not be opened, but returned to the Bidder subject to submission of valid authorization to request the withdrawal. In case of substituted and modified bid, only the substituted bids and modified bids will be opened subject to production of authorization from the bidders.
- (j) The Tender should be addressed to the Director, National Sugar Institute, Kanpur.
- (k) Each offer/quotation should be kept in separate envelope against each item of the tender notice.
- (l) For items covered under Two-Bid -Tender System, quotation/offer should be submitted in two separate envelopes containing Techno-Commercial bid and Price bid and these put in another envelope.
- (m) The successful bidder will have to supply, install, integrate with other Equipment and proposed Experimental Fermentation & Distillation unit, wherever required, and commission the same.
- (n) Separate bids along with separate tender fees and EMD are required to be submitted by the Firms submitting bids for multiple items.

➤ **The outer cover containing the offer/quote should be superscribed with our Tender No., Due date and Date of opening of tender.**

**The offers must contain** the following documents:-

**(A) Techno-commercial offers must contain:**

- (i) Manufacturer authorization [as per clause 2(a)] as per **Annexure –‘G’**.
- (ii) Certificate by bidder not doing business in India as per clause 2(b).
- (iii) Technical literature/ leaflets and complete specifications of quoted model(s) along with commercial terms and conditions.
- (iv) Compliance statement/questionnaire of tender terms and conditions as per **Annexure-‘A’**
- (v) Compliance statement of specifications as per **Annexure- ‘B’**
- (vi) Bid Security/EMD (as per clause-4) as per **Annexure- ‘C’**
- (vii) In case of exemption from submission of Bid security, proof of registration with DGS&D/NSIC as per clause (4(a)).
- (viii) Copies of previous supply orders (as per clause 10(c) and clause 25) as per **Annexure –‘H’**.

(ix) Details of supplies of similar equipments as per clause 10(d).

**(B) Price Bid offers must contain: (Only in case of two bid system)**

- (i) Bid price as per clause 5 in format enclosed as **Annexure- 'E'** or **Annexure- 'F'** as applicable.
- (ii) Certificate of price reasonability as per clause 10(b).

**3. DUE & OPENING DATES:** The Offer must reach to DIRECTOR, NATIONAL SUGAR INSTITUTE, KANPUR on or before the last date and time of submission of bids. The bids will be opened in the presence of bidders, who wish to present themselves at the time of opening of tender. In case opening date happens to be a holiday, the tender will be opened on next working day at the same time & location. The price bids of two bid tender system shall be opened after technical evaluation of technical bids. The date of opening of price bids shall be informed to the bidders found suitable in technical evaluation. No request for extension in the date of submission & opening of tender will be entertained. However, Director, National Sugar Institute, Kanpur, may at his discretion, extend the deadline for submission of bids under intimation to bidders.

**4. EARNEST MONEY DEPOSIT (EMD):**

- (a) EMD in the form of Term Deposit Receipt/FDR or Bank Draft of a scheduled bank in the name of **DIRECTOR, NATIONAL SUGAR INSTITUTE, KANPUR valid for at least 180 days** from the date of opening of the tender for the required amount as mentioned in the tender notice separate for each item must be submitted alongwith the quotation (with the techno-commercial quotation in case of two-bid system and photocopy of the same enclosed with the price bid **and for foreign manufacturers they should furnish the EMD in foreign currency equivalent to Indian rupees**, otherwise quotation may not be considered. The firm registered with DGS&D/NSIC as manufacturer for supply of the same category of item for which the party is submitting quotation will be exempted from submission of EMD. Intended parties will have to give proof of registration and its validity along with their quotation. EMD of the unsuccessful bidders shall be refunded without any interest at the earliest after finalization of the purchase of concerned item.
- (b) The bid security /EMD may be forfeited, if a bidder withdraws or amends or impairs or derogates its bid during the period of bid validity.

**5. PRICES**

Bid prices should be filled in the appropriate format enclosed as **Annexure 'E' and 'F'**.

**(A) For goods manufactured within India:**

- (i) The price of goods quoted ex-Works including taxes already paid.
- (ii) VAT and other taxes like excise duty etc. which will be payable on the goods if the contract is awarded.
- (iii) The charges for inland transportation, insurance and other local service required for delivering the goods at the desired destination as specified in the price schedule form.
- (iv) The installation, commissioning and training charges including any incidental services, if any.

**(B) For goods manufactured abroad:**

- (i) The price of the goods, quoted on FCA(including inland freight) (Named place of delivery abroad) or FOB (Named port of shipment), as specified in the schedule form.
- (ii) The charges for insurance and transportation of the goods to the port/place of destination.
- (iii) The agency commission charges, if any.
- (iv) The installation, commissioning and training charges including any incidental services, if any.

**(C) Excise Duty and Customs Duty, if any, should be shown separately and will be paid only if applicable. No other charges than those mentioned clearly in the quotation will be paid.**

**(D) Sales Tax:** We are not authorized to issue any Sales Tax Form 'C' & 'D'.



## **6. VALIDITY OF OFFER :**

The prices must be valid at least for a period of **90 days for indigenous supplies & 180 days for imports** from the date of opening of the Tender. No changes in prices will be acceptable in any condition after opening of tender till the validity of the offer or execution of the order whichever is later.

**7. EVALUATION OF BIDS:** Before submission of bid, the bidder is expected to examine all the instructions, forms, terms and specifications in the bidding document and should ensure that the following conditions are fulfilled:

- a.** Bidder Information form as per **Annexure-‘I’**.
- b.** The price schedule should be enclosed and must be signed.
- c.** The bid validity should not be shorter than required.
- d.** The manufacturer’s authorization should be enclosed in case the bidder is authorized dealer/ distributor.
- e.** The bidders should agree to provide the Performance Security.
- f.** The quoted goods should be as per required specifications.
- g.** In case the bid is substantially responsive, the purchase may request that bidder may submit the necessary information, documentations, within a reasonable period of time, to rectify, non-material, non-conformities or omission in the bid related to documentation requirements. Failure of the bidders to comply with the request may result in the rejection of its bids. But in case of the material deviation/reservation or omission which limits or is inconsistent with the bidding documents and the Purchaser’s Rights or Bidders obligation under the contract or which, if rectified, would unfairly affect the other bidders, the bid will be rejected.
- h.** The Purchaser shall correct arithmetical errors on the following basis:
  - (i)** If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected.
  - (ii)** If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - (iii)** If there is a discrepancy between words & figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.
- i.** Selling exchange rate/equivalent to Indian currency will be as on the date of bid opening in the case of single bidding and the rate on the date of opening of the priced bids in the case of two-part bidding.
- j.** The bids shall be evaluated on the basis of final landing cost as per **Annexure –‘E’** in case of import and **Annexure –‘F’** in case of indigenous items. In case of item no. 1, the comparison shall be made on net value of supplies, erection, commissioning and operation & maintenance for a period of one year after commissioning. The same may be inserted in above mentioned annexures.
- k.** The comparison between the indigenous and the foreign offers shall be made on FOR destination basis and CIF/CIP basis respectively. However, the CIF/CIP prices quoted by any foreign bidders shall be loaded further as under :
  - (a)** Towards customs duty and other statutory levies, as per applicable rates.
  - (b)** Towards custom clearance, inland transportation etc. – 2% of the CIF/CIP value.
- l.** Where the price quoted on FOB/FCA and CIF/CIP basis are the same, the Contract would be made on CIF/CIP basis only.
- m.** The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the tender document without any change in unit price or other terms and conditions. Further, at the discretion of the purchaser, the quantities in the contract may be enhanced by 30% within the delivery period.

8. The Vague terms like “packing, forwarding, transportation..... etc. extra” without mentioning the specific amount/percentage of these charges will not be accepted. **Such offers shall be treated as incomplete and rejected.**
9. **INTEGRITY PACT:** In case of purchases valuing more than Rs. 3 crore, it is mandatory for the supplier(s) to enter into an Integrity Pact with DIRECTOR, NATIONAL SUGAR INSTITUTE, KANPUR as per the proforma enclosed as **Annexure –‘D’**, failing which their bid will not be considered.

**10. REASONABILITY OF THE QUOTED PRICES :**

- a. Please quote best minimum prices applicable for a premier Research Institution, **leaving no scope for any further negotiations on prices.**
- b. **The quoting party should give a certificate to the effect that** the quoted prices are the minimum and they will not supply the material to any other party at a price lower than that quoted to Director, National Sugar Institute, Kanpur till the validity of offer or execution of the purchase/supply order, whichever is later.
- c. Copies of **at least last three supply orders** received from other customers **may be submitted with the offer** as a token of confirmation of their genuineness. (As per **Annexure –‘H’**).
- d. The party must give all details of identical or similar equipment, if any, supplied to any Government Institution including IITs/CSIR labs/Instt./ Medical Colleges/University etc. during last three years along with Performance certificate from them.

11. **ANNUAL MAINTENANCE CHARGES:**The party **must** mention in the quotation, the rate/amount of annual maintenance charges, if we opt for maintenance contract after expiry of the warranty period. **This is mandatory to mention.**

**12. SPECIFICATIONS:**

- A.** Specifications are basic essence of the product. It must be ensured that the offers must be strictly as per our specifications. At the same time, it must be kept in mind that merely copying our specifications in the quotation shall not make the parties eligible for consideration of the quotation. A quotation has to be supported with the printed technical leaflet/literature of the quoted model of the item by the quoting party/manufacturer and the specifications mentioned in the quotation must be reflected/supported by the printed technical leaflet/literature. Therefore, the model quoted invariably be highlighted in the leaflet/literature enclosed with the quotation. Non-compliance of the above shall be treated as incomplete/ambiguous and the offer can be ignored without giving an opportunity for clarification/negotiation etc. to the quoting party.
- B.** The technical bid shall be evaluated for acceptability by the technical committee and may call the tenderers for discussion. If necessary, the committee may modify the technical specification to suit the Institute’s requirement.

**13. COMPLIANCE STATEMENTS:**

- a. **Bidders must furnish a Compliance Statement of each and every required Specification of our tender in the format at ANNEXURE –‘B’.** The deviations, if any, from the tendered specifications should be clearly brought out in the statement. Technical literature/leaflet showing the compliance of the specification may also be attached with the quotation.
- b. Similarly, **the Compliance Statement/questionnaire for Terms & Conditions of the tender may be furnished, as per the enclosed format at Annexure –‘A’**, along with quotation (with techno-commercial bid in case of two bid tender system).
- c. The firms are advised to submit both the compliance statements essentially along with their quotation failing which their offer may not be considered.

**14. PERIOD & MODE OF DELIVERY, INSTALLATION, INTEGRATION/COMMISSIONING:** **The delivery period, mode of delivery, installation, integration/commissioning is the essence of supply; hence,**

it must be indicated specifically in the quotation. Mode of delivery, tentative size and weight of consignment may also be indicated in the quotation. The supply of material shall have to be made within six weeks from the date of issue of confirm order.

**15. PERFORMANCE SECURITY:** All the successful bidders will have to submit the Performance Bank Guarantee (PBG) or establish a Standby Letter of Credit (SLOC) or a Bankers cheque / or FDR pledged in favour of DIRECTOR, NATIONAL SUGAR INSTITUTE, KANPUR for required amount as per payment terms mentioned at clause 16 below except where supplier opts for release of amount equivalent to PBG after expiry of warranty period. The PBG format shall be as per Reserve Bank of India norms and the PBG provided must be issued by Scheduled Banks only.

**16. PAYMENT CONDITION:**

**A. FOR INDIGENEOUS SUPPLIES:**

**Payment on Bill Basis after supply:** For local supplies the payment will be made only after satisfactory installation, commissioning and performance of the equipment at the NATIONAL SUGAR INSTITUTE, KANPUR and after certification by our technical expert. However, supplier will be required either to submit performance bank guarantee for 05% amount of the total value of equipment, after installation of the material, valid up to minimum one year warranty period or the equivalent amount shall be released after expiry of the satisfactory warranty period.

**B. FOR IMPORTS:**

The payment against imports shall be made through irrevocable L/C. L/C will be opened for 100% FOB/CIF value. 70% of L/C amount shall be released on presentation of complete and clear shipping documents and remaining 30% shall be released after installation/demonstration/commissioning, subject to submission of PBG of equivalent amount to cover the warranty period. The PBG should remain valid up to 60 days after the expiry of warranty period. **In case of non-submission of PBG after installations/ demonstration/ commissioning, remaining payment i.e. 05% will be released only after the completion of warranty period.**

**17. COMMENCEMENT OF WARRANTY PERIOD:** The warranty period of an item shall commence from the date of receipt of the item in good working condition and satisfactory installation/commissioning/demonstration at NATIONAL SUGAR INSTITUTE, KANPUR. The warranty period and validity of Performance Guarantee shall be extended for the period of delay in satisfactory installation and delay in warranty services.

**18. NO ADVANCE PAYMENT:** No advance payment will be made to any supplier.

**19. INSTALLATION:** The equipment at Sl. No. 01 to 05 should be installed/commissioned and demonstrated, by the supplier at the Institute immediately but in any case within one month after receipt of the item in the Institute and the same will be put under operation to the satisfaction of our technical experts who will test the performance of the equipment. No separate charges for installation etc. will be paid to the party beyond the quoted prices.

**20. GUARANTEE/WARRANTY:** The Institute intends to procure the equipment with three year Guarantee/warranty. However, the equipment/instrument must be guaranteed/warranted for a period of at least one year, if not specifically mentioned otherwise in the specifications sheet, from the date of its satisfactory installation/commissioning against all manufacturing defects. If the equipment is found defective during this period, the whole equipment or part thereof will have to be replaced/repared by the supplier free of cost at the labor at site of the supplier for which 'to and fro' expenses will be borne by the supplier. However, if the items are guaranteed for a period of one year, the additional cost of warranty of each additional year must be specifically mentioned in the quotation.

21. **SPARE PARTS:** Availability of spare parts of the equipment/instrument must be guaranteed for a period of at least five years from the date of supply.

22. **AFTER SALES SERVICES:** It should be clearly mentioned in the quotation whether the after sales services during and after the completion of warranty shall be provided directly by the supplier or their authorized agent/representative. Terms of the after sales services, if any, may be mentioned in the offer. However, in both the cases, the original supplier shall be responsible for poor performance/services.

23. **INSPECTION:**

- a. The inspection of the system will be done by our technical expert in the presence of firm's representative.
- b. In case of receipt of the material in short supply or damaged condition, the supplier will have to arrange the supplies/ replacement of goods free of cost pending the settlement of the insurance case wherever applicable on FoR at the lab or CIF basis till satisfactory installation of the system.
- c. The supplier **should arrange for physical inspection of the items directly or through their authorized representative within seven days of arrival of the consignment failing which they will be responsible for the losses.** After the shipment is effected, the supplier/its representative/Indian agents must remain in touch with the lab/institute to ascertain the date of arrival of consignment.

24. **AUTHORIZATION OF INDIAN AGENTS & INDIAN REPRESENTATIVE:**

- a. In case, there is involvement of an Indian agent/representative in any form as mentioned at (b) below, an authority letter / copy of agreement from the principal manufacturer '**in original**' must be submitted with the quotation.
- b. Where quoting party/Indian representative claims to be the subsidiary or branch office or an authorized representative of the principal foreign manufacturer/supplier in India, then a copy of approval from RBI/Ministry for operating business in India as Subsidiary/Branch/Liaison office or Joint-Venture may be submitted with offer.
- c. The details of all supplies involving the foreign exchange shall be furnished to the Enforcement Directorate, Chandigarh as per rule. It may be noted that only the quoting parties & their principals shall be responsible for violation of Foreign Exchange Management Act (FEMA) for not declaring the actual bilateral mutual interests, if any.
- d. Indian agency commission shall be paid only to the Indian Agents in Indian Rupee out of the quoted FOB/Ex-works prices, after receipt of goods in good working condition & satisfactory installation/demonstration/commissioning of the items.

25. **PENALTY CLAUSE FOR LATE DELIVERY & LATE INSTALLATION:**

- a. **Subject to operation of Force Majeure, time for delivery and acceptance is the essence of this contract. The supplier shall arrange to ship the ordered materials within the delivery period mentioned in the order unless extended with/without penalty**
- b. In case of delay in supply on part of the supplier, a penalty @ 1% per week of Order/FOB value will be charged for delayed period subject to a maximum of 10% of order/FOB value.
- c. If the delay in the shipment of the ordered materials attributable to the supplier exceeds agreed time period from the date of original agreed upon date of shipment and extended with/without penalty, the INSTITUTE shall have the right to cancel the contract/purchase order and recover the liquidated damages from other dues of the party or by legal means. It will also affect the other/future business dealings with such suppliers.
- d. **The same rate of penalty shall be applicable for late installation of the equipment/instrument/unit also.**

26. **TRAINING:** Wherever needed, our Employees/Research persons should be trained by the supplier at the Institute free of cost. In case the person is to be trained at supplier's site abroad or in India, it should be mentioned in the quotation clearly. The supplier should bear all the expenses for such training including 'to & fro' fares and lodging & boarding charges.

**27. NON-SUBMISSION OF TENDER:** In case you are unable to submit your quotation against our tender enquiry, we would appreciate and expect a note of regret from your side giving in brief, reasons for not quoting.

**28. DELETION OF NAME :**Names of bidders, backing-out/defaulting after opening of tenders will be recommended for deletion from the list of suppliers in addition to forfeiture of EMD submitted by them, if any.

**29. LATE/ DELAYED /UNSOLICITED QUOTATION:** Late or delayed/Unsolicited quotations/offers shall not be considered at all. These will be returned to the firms as it is. Post-tender revisions/corrections shall also not be considered. However, the tender fees submitted shall be recovered.

**30. ACCEPTANCE OR REJECTION OF OFFER:** The Director, National Sugar Institute, Kanpur reserves the right to accept or reject any quotation/tender in part or full without assigning any reason thereof. The successful bidder should submit Order acceptance within 15 days from the date of issue.

**31. PAGE NUMBERING & SIGNATURES:** Your offer should be a page numbered and signed by an authorized signatory giving his/her name and designation below the signatures.

**32. INTERIM ENQUIRIES:** No interim inquiries will be attended.

**33. FORCE MAJEURE:** The Supplier shall not be liable for forfeiture of its performance bank guarantee, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

**34. DISPUTE SETTLEMENT:**All disputes arising out of this contract shall be referred to the sole arbitration of the DIRECTOR, NATIONAL SUGAR INSTITUTE, KANPUR or his nominee, who is overall controlling authority of this Institute as per the provisions of Indian Arbitration and Reconciliation Act, 1996 and his award shall be final and binding on the parties to the dispute. However, in case of importers, the provisions related to Arbitration as per the United Nations Commission on International Trade Laws (UNCITRAL) will be applicable and binding on both the parties. The venue of arbitration in both the above cases will be Kanpur (INDIA).

**Administrative-cum-Purchase & Sales Officer**

**Encl:**

1. Format for Compliance of Terms & Conditions.
2. Set of Specifications

**FORMAT/QUESTIONNAIRE FOR COMPLIANCE OF TERMS AND CONDITIONS**

Tender No.: \_\_\_\_\_

Due Date \_\_\_\_\_

**NOTE:**

1. **Quotation will not be considered without submission of this format.**
2. **If a particular question is not at all applicable please write NA in compliance part in Col. No. 4 below.**
3. **Kindly see the relevant terms & conditions of the tender document as mentioned in Col. No. 3 in each question before replying to the questions mentioned in Col. 2 below).**

<b>SNo</b>	<b>Terms &amp; condition of Tender document</b>	<b>Relevant Clause No. of the tender terms &amp; conditions of the tender</b>	<b>Whether acceptable (say 'Yes' or 'No' (preferably use different colour ink for 'No')</b>	<b>Deviation from tender terms, if any, with reasons for noncompliance or alternative condition quoted for</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>1</b>	a.) Whether quotation is direct from Principal supplier/manufacturer or their own office in India (Please specify)	<b>Clause 2(a)</b>		
	b) Whether quotation is being submitted by Indian Agent/authorized distributor/ dealer	<b>Clause 2(a)</b>		
	c) Whether the agent is registered with DGS&D/NSIC	<b>Clause 4(a)</b>		
<b>2</b>	a) Whether the Techno-commercial and price bids (for two bid tender system only) have been kept in separate envelopes duly marked with "Techno-commercial Bid" and "Price Bids" respectively.	<b>Clause 2(l)</b>		
	b) Whether the tender No., Due date & Opening dates have been written outside all the envelopes.	<b>Clause 2 (m)</b>		
<b>3</b>	Whether techno-commercial Bid contains EMD, technical literature/leaflets, detailed specifications & commercial terms & conditions etc. as applicable.	<b>Clause 2(n)(A)</b>		

**Signature and Seal of the Manufacturer/ bidder**

<b>4</b>	<b>a)</b> Whether the required EMD is being submitted with the quotation	<b>Clause 4</b>		
	<b>b)</b> Please specify the form of EMD whether in the form of DD/bank guarantee or TDR/FDR (Please mention No., date & amount of EMD documents.) or Bid Security Format at Annexure –‘C’	<b>Clause 4</b>		
	<b>c)</b> Pre-receipted bill for refund of EMD is enclosed (for bank drafts only)	<b>Clause 4</b>		
<b>5</b>	<b>a)</b> If the prices are on Ex-Works basis or FOB (names port of shipment ) or FCA (named place of delivery abroad)	<b>Clause 5 (A) &amp; (B)</b>		
	<b>b)</b> Whether specific amounts or percentage of expenses like packing, forwarding, handling, freight, insurance, documentation etc. have been mentioned in quotation separately in clear terms.	<b>Clause 5(B), (C) &amp; (D)</b>		
<b>6</b>	<b>a)</b> Whether prevailing rates of sales tax, excise duty & other govt. levies (for indigenous supplies) have been given in quotation	<b>Clause 5 (A), (C) &amp; (D)</b>		
<b>7</b>	Have you mentioned the validity period of the quotation as per our requirements	<b>Clause 6</b>		
<b>8</b>	<b>a)</b> Whether the Price reasonability Certificate is submitted with quotation	<b>Clause 10 (b)</b>		
	<b>b)</b> Whether copies of last two supply orders of the same item from other customers have been attached with the quotation	<b>Clause 10 (c)</b>		
	<b>c)</b> If there is any difference in prices of last two orders & those quoted to us. If yes, please give reasons for the same	<b>Clause 10 (c)</b>		
	<b>d)</b> Whether supplied in to any Government Institution including IITs/ CSIR labs/Instt./ Medical Colleges/University etc.	<b>Clause 10 (d)</b>		
<b>9</b>	Whether rates/amount of AMC after the warranty period is over has been mentioned	<b>Clause 11</b>		

**Signature and Seal of the Manufacturer/ bidder**

10	Have you gone through the specification Clause & complied with the same	Clause 12 (A) & (B)		
11	Whether the Make/Brand, Model number and name of manufacturer has been mentioned in the quotation and Printed technical literature/ leaflets of quoted items have been submitted			
12	Whether compliance statement of specifications has been attached with the quotation.	Clause 13 (a) & annexure- 'E'		
13	a) Whether the delivery period for supply of the items has been mentioned	Clause 14		
	b) Whether mode of delivery & tentative size & weight of the consignment has also been indicated	Clause 14		
14	Do you agree to the submission of Performance Bank Guarantee/Standby L/C and have you mentioned in your quotation about this.	Clause 13		
15	a) Do you agree with the payment terms for indigenous supplies?	Clause 16A		No deviation permitted
	b) Do you agree with the payment terms for imports supplies?	Clause 16 B		
16	Do you agree about the date of commencement of warranty period & its extension is necessary.	Clause 17		
17	a) Who will install/commission and demonstrate the equipment <b>at Institute</b>	Clause 19		
	b) Will you be able to do it within a month	Clause 19		
18	Have you mentioned the guarantee/warranty period in your quotation and do you agree with guarantee clause?	Clause 20		
19	Spare parts	Clause 21		
20	After Sales service	Clause 22		

**Signature and Seal of the Manufacturer/ bidder**



21	a) Do you agree that on receipt of material in damaged condition or short supply you will replace the same on CIF basis, free of cost pending the settlement of the insurance claim?	Clause 23 (b)		
	b) Do you agree with the clause of physical inspection?	Clause 23 (c)		
22	<b>For Import Cases only:</b> a) Whether the Indian agent is registered with DGS&D	Clause 24		
	b) Whether the valid DGS& D registration certificate has been enclosed with the offer	Clause 24 (b)		
	c) If the party is a subsidiary or corporate branch office of the foreign supplier, then whether copy of the approval from Reserve Bank of India is attached with the offer	Clause 24 (c)		
23	Whether list of specific user's for the same item & model as quoted along-with performance certificates from the users is submitted with offer	Clause 25		
24	Whether you agree to the penalty clause for late delivery & installation?	Clause 26 (a to d)		
25	Whether training to our Faculty/technical/Research persons <b>will be given free of cost</b> . If yes, have you specified in quotation whether it will be at our Institute? Or at supplier's site in India or abroad.	Clause 27		
26	a) Whether all the pages have been page numbered?	Clause 32		
	b) Whether quotation has been signed and designation & name of signatory mentioned.	Clause 32		
27	Do you agree to settle the issue through the sole arbitration of the Director, National Sugar Institute or his nominee?	Clause 35		

Signatures of the authorized signatory \_\_\_\_\_

Name of the signatory \_\_\_\_\_

Designation \_\_\_\_\_

Name & Seal of the quoting party \_\_\_\_\_

Dated: \_\_\_\_\_

**Annexure-'B'**

**FORMAT OF COMPLIANCE STATEMENT OF SPECIFICATIONS**

S. N.	Name of specifications/ part / Accessories of tender enquiry	Specifications of quoted Model/ Item	Compliance Whether “YES” Or “NO”	Deviation, if any, to be indicated in unambiguous terms	Whether the compliance / deviation is clearly mentioned in technical leaflet/ literature
1	2	3	4	5	6

**Signature and Seal of the Manufacturer/ bidder**

**BID SECURITY FORM**

Whereas ..... (Hereinafter called “the tenderer”)  
has submitted their offer dated ..... for the supply of .....  
(Hereinafter called “the tender”) against the purchaser’s tender enquiry No.  
\_\_\_\_\_

KNOW ALL MEN by these presents that WE ..... (Name of  
bank) of ..... (Name of country), having our registered office at  
..... (Address of bank)  
(Hereinafter called the “Bank”), are bound unto ..... (Name  
of purchaser) (Hereinafter called “the purchaser”) in the sum of ..... for which payment will  
and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents.  
Sealed with the Common Seal of the said Bank this ..... day of..... 20.....

THE CONDITIONS OF THESE OBLIGATIONS ARE:

1. If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
2. If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity.
3. If the tenderer fails to furnish the Performance Security for the due Performance of the contract.
4. Fails or refuses to accept/execute the contract.

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

The guarantee shall remain in force up to and including sixty (60) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

.....  
**(Signature of the authorized officer of the Bank)**

**Name and Designation of the Officer**  
Seal, Name & Address of the Bank and address of the branch

**FORMAT OF THE INTEGRITY PACT**

Integrity Pact  
Between  
DIRECTOR, NATIONAL SUGAR INSTITUTE, KANPUR hereinafter called to as “**The Principal**”  
And

..... hereinafter referred to as “**The Bidder/Contractor**”.

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for ..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 – Commitments of the Principal**

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitles to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s)confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action.

**Section 2 – Commitments of the Bidder(s) / Contractor(s)**

(1) The Bidder(s) /Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution

- a. The Bidder(s)/ Contractor(s) will not, directly or through any other person of form, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the agents/representatives in India, if any. Similarly the Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “guidelines on Indian agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/ Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian Agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Supplies” is annexed and marked an Annexure.

e. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 – Disqualification from tender process and exclusion from future contracts**

If the Bidders(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidders(s) / Contractor(s), from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of Business Dealing”. Copy of the “Guidelines on Banning of Business Dealing” is annexed and marked as Annex –“B”.

### **Section 4- Compensation for Damages**

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section 3 or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damage of the contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5 – Previous transgression**

(1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Government Institution including IITs/ CSIR labs/Instt./ Medical Colleges/University/Public Sector enterprises etc in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per procedure mentioned in “Guidelines on Banning of business dealings.”

## **Section 6 – Equal treatment of all Bidders/ Contractors/ Sub Contractors**

- (1) The Bidder(s)/ Contractor(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreement with identical conditions as this one with all Bidders, Contractors and Sub contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

## **Section 7 – Criminal charges against violating Bidders/ Contractors/ Sub Contractor**

- (1) The Principal appoints competent and credible Independent External monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Director, National Sugar Institute, Kanpur.
- (3) The Bidder(s)/ Contractor(s) accepts that the monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) Contractor(s)/ sub-Contractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor can in this regard demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The monitor will submit a written report to the DIRECTOR, NATIONAL SUGAR INSTITUTE, KANPUR within 8 to 10 weeks from the date of reference or intimate to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensate on the same terms as being extended to/provided to any other Government Organization equivalent to the Institute.
- (8) If the Monitor has reported to the DIRECTOR, NATIONAL SUGAR INSTITUTE, KANPUR as substantiated suspicion of an offence under relevant IPC/PC Act, and the DIRECTOR, NATIONAL SUGAR INSTITUTE, KANPUR has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

## **Section 8 – Pact Duration**

This pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by DIRECTOR, NATIONAL SUGAR INSTITUTE, KANPUR

**Section 9 – Other provisions**

- (1) This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Chandigarh.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remained of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

\_\_\_\_\_  
(For & on behalf of the Principal)  
Office Seal

\_\_\_\_\_  
(For & on behalf of the Bidder/Authorized Representative)  
Office Seal

Place.....  
Date .....

Witness 1:  
(Name & Address) : \_\_\_\_\_  
\_\_\_\_\_

Witness 2:  
(Name & Address): \_\_\_\_\_  
\_\_\_\_\_

**PRICE SCHEDULE FOR GOODS BEING OFFERED FROM ABROAD**Name of the Bidder \_\_\_\_\_  
No. \_\_\_\_\_

Tender

1 Sl No	2 Item Description	3 Country of origin	4 Unit	5 Qty.	6 Unit Price		7 Total price (5x6)		8 Charges for Insurance & transportatio n to port/ place of destination		9 Total Price (7+8)
					FOB (named port of shipment)	FCA (named place of delivery)	FOB (named port of shipment)	FCA (named place of delivery)	Ocean	Air	CIF

Total Bid price in foreign Currency \_\_\_\_\_  
\_\_\_\_\_ in words.**Signature of Bidder**

Name:

Business Address:

**Note:**

- (a) Indian agents name & address \_\_\_\_\_
- (b) Installation, commissioning & training charges, if any \_\_\_\_\_
- (c) Cost of Spares \_\_\_\_\_
- (d) The Indian agent's commission shall paid in Indian Rupees only based on the Exchange Rate prevailing on the date of negotiation of documents in accordance with clause 22.1 of GCC.
- (e) The cost of optional items shall be indicated separately.



**PRICE SCHEDULE FOR GOODS BEING OFFERED FROM INDIA**

Name of the Bidder \_\_\_\_\_  
No. \_\_\_\_\_

Tender

1	2	3	4	5	6	7	8	9	10	11
Sl. No.	Item Description	Country of Origin	Unit	Qty	Ex-Works. Ex-Warehouse, Ex-show room off the shelf price (inclusive of all taxes already paid)	Total price Ex-Works. Ex-Warehouse, Ex-show room off the shelf price (inclusive of all taxes already paid) 5x6	VAT & other taxes like excise duty payable, if contract is awarded	Packing & forwarding up to station of dispatch, if any	Charges of inland transportation, insurance up to Lab./Instt.	Installation, Commissioning & training charges, If any.

Total Bid price in Indian Rupees \_\_\_\_\_  
\_\_\_\_\_ in words.

**Signature of Bidder**

**Name:**

**Business Address:**

**Note:**

- (a) The cost of optional items shall be indicated separately.
- (b) Cost of spares \_\_\_\_\_

**MANUFACTURER’S AUTHORIZATION FORM**

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that re binding on the Manufacturer]*

Date: *[Insert date (as Day, month and year) of Bid submission]*

Tender No.: *[Insert number from Invitation for Bids]*

To: *[Insert complete name and address of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[Insert type of goods manufactured]* having factories at *[insert full address of Manufacturer’s factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following goods, manufactured by us *[insert name and or brief description of the goods]*, and to subsequently negotiate and sign the contract.

We hereby extend our full guarantee and warranty in accordance with **Clause 20** of the Terms and Conditions of Contract with respect to the Goods offered by the above firm.

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

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_ *[insert date of signing]*

**PREVIOUS SUPPLY ORDERS FORMAT**

Name of the Firm \_\_\_\_\_

Order placed by <i>{Full address of Purchaser}</i>	Order No. and Date	Description and quantity of ordered equipment	Date of completion of delivery as per contract	Date of actual completion of delivery	Remarks indicating reasons for late delivery, if any and justification for price difference of their supply order & those quoted to us.	Has the equipment been installed satisfactorily?  <i>(Attach a certificate from the Purchaser/ Consigner)</i>	Contact Person along with Telephone no., Fax no. and e-mail address.

Signature and Seal of the Manufacturer/ bidder .....

Place:

Date:

**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. This should be done on the letter head of the firm]

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

Tender No.: *[Insert number from invitation of bids]*

Page 1 of \_\_\_\_\_ pages

1. Bidder's Legal Name *[Insert Bidder's legal name]*
2. In case of JV, legal name of each party: *[insert legal name of each party in JV]*
3. Bidders actual or intended Country of Registration : *[insert actual or intended country of registration]*
4. Bidder's year of registration: *[insert Bidder's year of registration]*
5. Bidder's Legal Address in Country of Registration: *[insert bidder's legal address in country of registration]*
6. Bidder's Authorized Representative Information
  - Name: *[insert Authorization Representative's name]*
  - Address: *[insert Authorization Representative's address]*
  - Telephone/Fax numbers: *[insert Authorization Representative's telephone/fax numbers]*
  - Email address: *[insert Authorization Representative's email address]*
7. Attach are copies of original documents of : *[check the box(es) of the attached original documents]*
8. Articles of Incorporation or Registration of firm names in 1 above.

Signature and Seal of the Manufacturer/ bidder

Place:

Date: