

# **BID DOCUMENT**

## **(e-Procurement)**

**Tender/Project No: TC/LAB/MUM/CHEM/2016 (15-4)**

**TENDER FOR PURCHASE OF CHEMICALS FOR THE LABORATORY OF TEXTILES  
COMMITTEE AT MUMBAI FOR THE YEAR 2016-17**

Issued On: [14.03.2017]

**TEXTILES COMMITTEE**  
**(Govt. of India, Ministry of Textiles)**  
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Issuing Authority: Shri Kartikay Dhanda, Director (Laboratories), Textiles Committee, Mumbai

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**TC/LAB/MUM/Chem/2016 (15-4)**

**Date: 14.03.2017**

## **TENDER NOTICE FOR PURCHASE OF CHEMICALS FOR THE LABORATORY OF TEXTILES COMMITTEE AT MUMBAI**

Bids are invited by Textiles Committee from bonafide manufacturers or authorized dealers for the supply of Chemicals for the laboratory of Textiles Committee at Mumbai. Interpretation of the terms & conditions and other related issues in the tender would rest with Textiles Committee only. Tenders can be downloaded from <https://eprocure.gov.in/eprocure/app>.

Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-Procurement/e-Tender portal are prerequisite for e-Tendering. The bidders are to submit the bids through online e-Tendering system to the Tender Inviting Authority (TIA). An Earnest Money Deposit (EMD) along with Tender Document fee has to be submitted along with the Bid. Bids without EMD and Tender Document fee shall not be considered. Schedule of Tendering process is given below:

1	Starting date of issue of Tender document.	14 <sup>th</sup> March 2017
2	Last date of issue of Tender document.	4 <sup>th</sup> April 2017
3	Date and time for Pre-bid meeting (Briefing Session) in order to clarify any points related to the tender.	20 <sup>th</sup> March 2017 11.00 hrs.
4	Last date and time of submission of Bid (Both Technical & Commercial)	4 <sup>th</sup> April 2017 16.00 hrs.
5	Date and time of opening of Technical Bid	5 <sup>th</sup> April 2017 16.00 hrs
6	Earnest Money Deposit (Bid Security)	Rs. <b>25,000/-</b> (Rupees Twenty five thousand only)

**1: Issue of Tender documents:**

Tender document is available and can be downloaded from <https://www.eprocure.gov.in/eprocure/app> The bidder shall pay **Rs. 1000/-** (non refundable) by Demand Draft/Pay Order/Banker's Cheque/online payment NEFT drawn in favour of "Textiles Committee" payable at Mumbai, on or before the closing of tenders.

**2: Submission of Bid documents:**

Bidder shall submit the bids online through the Central Public Procurement Portal for e-Procurement at <https://www.eprocure.gov.in/eprocure/app> as per instructions given at Section III along with the required documents as per instructions given at the check list for bidders.

A pre-bid meeting (Briefing Session) for bidders will be held at Textiles Committee, Board Room, 5<sup>th</sup> Floor, Textiles Committee, P. Balu Road, Prabhadevi, Mumbai-400 025, on **20<sup>th</sup> March 2017 at 11.00 hrs.** in order to clarify any points related to the Tender. The bidders or their authorized representatives may attend this meeting, if desire so.

Last date & time for submission of online Bids is **4<sup>th</sup> April 2017**. The bids will be opened online on the **next day at 16.00 hrs** online at the Central Public Procurement Portal for e Procurement at <https://www.eprocure.gov.in/eprocure/app>. Bidders can access the tendering process at the portal.

After the scrutiny of Technical bids, the only bidders who are found to be technically responsive will be considered for commercial bids. The result of the screening of Commercial Bids shall be accessible to the bidders on the Central Public Procurement Portal for e Procurement at <https://www.eprocure.gov.in/eprocure/app>.

Address for Communication: The Director (Laboratories), Textiles Committee, Laboratory Division, P. Balu Road, Prabhadevi Chowk, Prabhadevi, Mumbai– 400 025. Tel: **022-66527519/520**, Fax: **022-66527588** E-mail: [tclabmumbai@gmail.com](mailto:tclabmumbai@gmail.com) ,[dlab.tc@nic.in](mailto:dlab.tc@nic.in).

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## **PART 1 – BIDDING PROCEDURES**

### **Section I: Instructions for Online Bid Submission**

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>

1. Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-Procurement/e-tender portal are prerequisite for e-tendering.
2. Bidder should register for the enrollment in the e-Procurement site using the Online Bidder Enrollment option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide only valid and true information including valid email id. All the correspondence shall be made directly with the contractors/bidders through email id as registered.
3. Bidder need to login to the site through their user ID/ password chosen during enrollment/registration.
4. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any other Certifying Authority recognized by Controller of Certifying Authorities (CCA) India on eToken/SmartCard, should be registered.
5. The registered DSC only should be used by the bidder in the transactions and should ensure safety of the same.
6. Contractor/Bidder may go through the tenders published on the site and download the tender documents/schedules for the tenders.
7. After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as required, otherwise bid will be rejected.
8. Any clarifications may be sought online through the tender site, through the contact details or during pre-bid meeting if any. Bidder should take into account the corrigendum if any published before submitting the bids online.
9. Bidder may log in to the site through the secured login by the user id/ password chosen during enrolment/registration and then by submitting the password of the e-Token/Smartcard to access DSC.
10. Bidder may select the tender in which he/she is interested in by using the search option and then move it to the “my tenders” folder.
11. From “my tender” folder, bidder may select the tender to view all the details uploaded there.
12. It shall be deemed that the bidder has read and understood all the terms and conditions before submitting the offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the incomplete bid shall stand rejected.
13. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and ordinarily it shall be in PDF/xls/rar/jpg/dwf formats. If there is more than one document, all may be clubbed together and provided in the requested format. Bidders Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same if permitted may be uploaded. The file size being less than 1 MB the transaction is ideal for uploading.
14. The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
15. Bidder should submit the Tender Fee/ EMD as specified in the tender. The hard copy should be posted/couriered/given in person to the Tender Inviting Authority, within bid submission due date and time as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
16. While submitting the bids online, the bidder shall read the terms and conditions and may accept the same to proceed further to submit the bid packets.

17. The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
18. The details of the DD/any other accepted instrument, physically delivered, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise submitted bid shall not be acceptable or liable for rejection.
19. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read, understood and agreed with all clauses of the bid document including General conditions of contract without any exception.
20. The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid may be rejected.
21. If the price bid format is provided in a spread sheet file like BoQ\_XXXX.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid/BOQ template shall not be modified / replaced by the bidder; else the bid submitted is liable to be rejected for the tender.
22. The bidders are advised to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission due date and time (as per Server System Clock). The TIA shall not be held responsible for any delay or the difficulties faced during the submission of bids online by the bidders.
23. After the bid submission (i.e. after Clicking —Freeze Bid Submission in the portal), the acknowledgement number indicated by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and also be used as entry pass to participate in the bid opening.
24. The time settings fixed in the server side and displayed at the top of the tender site, shall remain valid for all actions of requesting, bid submission, bid opening etc., in the e-Tender system. The bidders should follow such time during bid submission.
25. All the data being entered by the bidders would be encrypted using Public Key Infrastructure (PKI) encryption techniques to ensure the secrecy of the data. The data entered is not retrievable by unauthorized persons during the bid submission and until the time of bid opening by any person.
26. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
27. The confidentiality of the bids is maintained with the use of Secured Socket Layer (SSL) 128 bit encryption technology. Data storage encryption of sensitive fields is done.
28. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
29. For any queries regarding e-Tendering process, the bidders may contact at address as provided in the tender document. Parallely for any further queries, the bidders are advised to contact over phone: 1-800-233-7315 or send a mail to – [cppp-nic@nic.in](mailto:cppp-nic@nic.in).

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## **Section II. Instructions to Bidders**

### **A. General**

#### **1. Scope of Bid**

1.1 Supply of goods and related services as per Specifications in BDS

1.2 Throughout these Bidding Documents unless the context otherwise requires:

- “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;
- “singular” means —“plural” and vice versa; and
- “day” means calendar day.

#### **2. Corrupt and Fraudulent practices**

2.1 The Purchaser requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section V.

2.2 Further in pursuance of this policy, Bidder shall permit and cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers to provide access to purchaser to all the accounts, records and other documents relating to submission of the applicant, bid submission (in case prequalified), and contract performance (in case of award), to inspect and to have them audited by auditors appointed by the purchaser.

#### **3. Eligible Bidders**

3.1 A Bidder may be a firm, a company, a limited liability partnership (LLP), a government- owned entity or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent.

3.2 In the case of a joint venture, all members shall be jointly and severally liable for the execution of the contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and during the contract execution in the event the JV is awarded the contract

3.3 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:

- (a). directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- (b). receives or has received any direct or indirect subsidy from another Bidder; or
- (c). has the same legal representative as another Bidder; or
- (d). has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
- (e). participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid shall result in the disqualification of all Bids in which such Bidder is involved. This, however does not limit the inclusion of the same subcontractor in more than one bid; or
- (f). any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
- (g). any of its affiliates has been hired (or is proposed to be hired) by the Purchaser for the contract implementation; or
- (h). would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project that it provided or was provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
- (i). has a close business or family relationship with a Professional staff of the Purchaser (or of the project implementing agency, or of a recipient of a part of the contract/loan/grant) who:
  - (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or
  - (ii) would be involved in the implementation or supervision of such contract.

3.4 A foreign firm and individual may be ineligible if as a matter of law or regulations, India prohibits commercial relations with the country of bidder

3.5 A Bidder shall provide such evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request

## **B. Contents of Bidding Document**

### **4. Sections of Bidding Document**

**4.1** The Bidding Documents consist of Parts 1, 2, 3 and 4, which include all the Sections indicated below, and should be read in conjunction with any Addenda if any, issued.

#### **PART 1 Bidding Procedures**

Section I Instructions for Online Bid Submission

Section II Instruction to Bidders

Section III Bid Data Sheet (BDS)

Section IV Prequalification

Section V Policy of Textiles Committee against the Corrupt and Fraudulent Practices

#### **PART 2 Supply Requirement Procedures**

Section VI Schedule of Requirement

#### **PART 3 Contract**

Section VII General Conditions of Contract

Section VIII Special Conditions of Contract

#### **PART 4 Bidding and Contract Forms**

Section IX Bidding Forms

Section X Contract Forms

**4.2** The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.

**4.3** Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the Bidding Document. In case of any contradiction, documents obtained directly from the Purchaser shall prevail

**4.4** The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as required by the Bidding Documents.

### **5. Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting**

**5.1** Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address specified in the BDS or raise its enquiries during the pre-bid meeting if provided. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids within a period specified in the BDS. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Documents, including a description of the inquiry but without identifying its source. If so specified in the BDS, the Purchaser shall also promptly publish its response at the web page identified in the BDS. Should the clarification results in changes to the essential elements of the Bidding Documents, the Purchaser shall amend the Bidding Documents following the due procedure.

**5.2** If so specified in the BDS, the Bidder is advised to visit and examine the project site and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for procurement of Goods. The costs of visiting shall be at the Bidder's own expense.

**5.3** The Bidder and any of its personnel or agents shall be granted permission by the Purchaser to enter upon its premises and lands upon the express condition that the Bidder, its personnel, and agents shall indemnify the Purchaser against all liability in respect thereof.

**5.4** If so specified in the BDS, the Bidder's designated representative is invited to attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage

**5.5** The Bidder is advised to submit any questions in writing to reach the Purchaser not beyond TWO DAYS preceding the meeting

**5.6** Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Documents. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Purchaser exclusively through the issue of an addendum and not through the minutes of the pre-bid meeting. Absence in the pre-bid meeting shall not be a cause for disqualification of a Bidder.



## **6. Amendment of Bidding Document**

- 6.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by corrigendum. In case of e-procurement, corrigendum / amendment shall be published on <http://eprocure.gov.in/eprocure/app>.
- 6.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Purchaser. The Purchaser shall also promptly publish the addendum on the Purchaser's web page
- 6.3 The Purchaser may, at its discretion to give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, extend the deadline for the submission of bids.

## **C. Preparation of Bids**

### **7. Cost of Bidding**

- 7.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process
- 7.2 The Purchaser will not be responsible for any typographical errors/ambiguity/additions/omissions committed while filling up of the tender by the bidder.

### **8. Language of Bid**

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

### **9. Document Comprising the Bid**

- 9.1 The tender/Bid shall be submitted online in two parts, viz., Technical Bid and Commercial Bid.

#### **9.1.1 TECHNICAL BID**

The following documents are to be scanned and uploaded as part of the Technical Bid as per the tender document:

- (a). Scanned copy of Tender Forms (Techno Commercial Un-Priced Bid) and Tender Acceptance Letter);
- (b). Scanned copy of the completion schedules,
- (c). Scanned copy of Bid Security or copy of proof for submission of Tender Document Fee/ Earnest Money Deposit etc ;
- (d). Scanned copy of written confirmation authorizing the signatory of the Bid to commit the Bidder;
- (e). Scanned copy of documentary evidence (i) establishing the Bidder's qualifications to perform the contract if its bid is accepted and (ii) the Bidder's eligibility to bid;
- (f). Scanned copy of
  - a. documentary evidence, that the Goods and Related Services to be supplied by the Bidder are of eligible origin and
  - b. conform to the Bidding Documents, and
  - c. any other document required in the BDS;
- (g). Scanned copy of Pre-qualification Details as per Section-IV like PAN/TIN/Sales Tax / Service Tax etc.
- (h). Technical Bid.

All the original documents as well as the original payment instrument like Demand Draft/Bank Guarantee /Pay order or banker cheque of any scheduled bank against Tender Fee/EMD, samples as specified in this tender document have to be sent to the address of the Purchaser mentioned in Bid Data Sheet (BDS) by post/speed post/courier/by hand on or before bid Submission closing date & time. Beyond that the tender shall be summarily rejected without assigning any reason.

### **9.1.2 COMMERCIAL BID**

The commercial bid comprises of:

Financial bid (Priced bid) in the provided format.

The Price bid format is provided as BoQ\_XXXX.xls along with this Tender Document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ\_XXXX.xls and quote their offer/rates in the prescribed column. Bidders can quote Basic Price in INR or CURRENCY (for other than INR), in the prescribed column and upload the same in the commercial bid.

- 9.2** In addition to the above requirements, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement, there to.
- 9.3** The Bidder shall furnish in the Tender Forms information on Commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

### **10. Tender Forms and Price Schedules (BOQ)**

- 10.1** Tender Forms and Price Schedules (Bill of Quantity-BOQ) shall be prepared using the relevant forms furnished in Section IX, Bidding Forms and BOQ provided. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

### **11. Alternative Bids**

- 11.1** Unless otherwise specified in the BDS, alternative bids shall not be considered.

### **12. Bid priced and Discount**

- 12.1** The prices and discounts quoted by the Bidder in the Tender Forms and in the Price Schedules (BOQ) shall conform to the requirements specified as under.
- (a). All lots (contracts) and items must be listed and priced separately in the Price Schedules (BOQ).
  - (b). The price to be quoted in the Tender Forms shall be the total price of the bid, excluding any discounts offered.
  - (c). The Bidder shall quote any discount and indicate the methodology for their application in the Tender Forms.
  - (d). Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected. However, in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
- 12.2** If so bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted provided the bids for all lots (contracts) are opened at the same time.
- 12.3** Prices shall be quoted as specified in each Price Schedule (BOQ) as provided. The disaggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible country. Prices shall be entered in the following manner.

- (a). For Goods manufactured in India:
  - (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
  - (ii). any sales tax/VAT and other taxes payable on the Goods, if the contract is awarded to the Bidder; and
  - (iii). the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) as specified in the BDS.
- (b). For Goods manufactured outside India, to be imported:
  - (i). the price of the Goods quoted under Carriage and Insurance Paid (CIP) Model up to named place of destination in India as specified in the BDS;
  - (ii). the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the BDS;
- (c). For Goods manufactured outside India, already imported:
  - (i). the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.
  - (ii). the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
  - (iii). the price of the Goods, obtained as the difference between (i) and (ii) above;
  - (iv). any sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder and
  - (v). the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the BDS.
- (d). for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements: the price of each item comprising the Related Services (inclusive of any applicable taxes).

### **13. Currencies of Bid and Payment**

**13.1** The currency (ies) of the bid and the currency(ies) of payments shall be as specified in the BDS. The Bidder shall quote in Indian Rupees the portion of the bid price that corresponds to expenditures incurred in Indian Rupees, unless otherwise specified in the BDS.

### **14. Documents Establishing the Eligibility and Qualifications of the Bidder**

**14.1** To establish Bidder's their eligibility, Bidders shall complete the Tender Form (Techno Commercial Un-Priced Bid & Priced Bid), included in Section-IX, Bidding Forms. The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction

- (a). that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IX, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in India;
- (b). that, if required in the BDS, in case of a Bidder not doing business within India, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (c). that the Bidder meets each of the qualification criterion.

### **15. Period of Validity of Bids**

**15.1** Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non responsive.

**15.2** In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its Earnest Money Deposit (EMD). A Bidder acceding to the request will neither be required nor permitted to modify the bid

**15.3** Bid evaluation will be based on the bid prices without taking into consideration the above modifications

### **16. Bid Security**

**16.1** The Bidder shall furnish as part of its bid, a bid security, as specified in the BDS, in original form the amount and currency as specified in the BDS

**16.2** If a bid security is specified, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option:

- (a). an unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company);

- (b). an irrevocable letter of credit;
  - (c). a banker's cheque or Demand Draft ; or
  - (d). any other security as specified in the BDS of a reputed source from an eligible country. If the unconditional guarantee is issued by a financial institution located outside India, the issuing financial institution shall have a correspondent financial institution located in India to make it enforceable The bid security shall be valid for **forty five (45) days** beyond the original validity period of the bid, or beyond the extended period
- 16.3** If a Bid Security is specified, any bid not accompanied by a substantially responsive Bid Security, shall be rejected by the Purchaser as non-responsive.
- 16.4** If a Bid Security is specified, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security.
- 16.5** The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.
- 16.6** The Bid Security of the bidder may be forfeited or the Bid Securing Declaration executed:
- (a). if he withdraws from the bid during the period of bid validity specified by the Bidder on the Tender Forms, or any extension thereto provided by the Bidder ; or
  - (b). if he being successful Bidder fails to:
    - (i). sign the Contract; or
    - (ii). Furnish a performance security.
- 16.7** The bid security of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable entity at the time of bidding, the bid security shall be in the names of all members as named in the letter of intent.
- 16.8** The Micro Small and Medium Enterprises registered with NSIC for the particular trade/item for which the items is relevant are exempted from paying of tender fees and bid security provided that the registration is current. Copy of the registration certificate to be uploaded.

## **D. Submission and Opening of Bids**

### **17. Sealing and Marking of Bids**

- 17.1** The Bidder shall submit the bids electronically, through the e-procurement system (<https://eprocure.gov.in/eprocure/app>). Any document submitted through any other means will not be considered as part of the Bid except for the Originals as asked for in this tender. The bids shall be signed digitally by person who can be held responsible to fulfill all the obligations of the tender.

### **18. Deadline for Submission of Bids**

- 18.1** The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended

### **19. Late Bids**

- 19.1** The e-Procurement system would not allow any late submission of bids after due date and time as per server system. After electronic online proposal submission, the system generates a unique identification number which is time stamped. This shall be treated as acknowledgement of the proposal submission

### **20. Withdrawal, Substitution and Modification of Bids**

- 20.1** A Bidder may withdraw, substitute, or modify its bid on the e-procurement system before the date and time specified but not beyond.
- 20.2** 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 Tender Forms or any extension thereof Modification/Withdrawal of the Bid sent through any other means shall not be considered by the Purchaser

### **21. Bid Opening**

- 21.1** The Purchaser shall open the bids as per electronic bid opening procedures specified in Central Public Procurement Portal (CPPP) at the date and time specified. Bidders can also view the bid opening by logging on to the e-procurement system. Specific bid opening procedures are laid down at <https://eprocure.gov.in/eprocure/app> under the head —Bidders Manual Kit. The tenderer/bidder will be at liberty to be present either in person or through an authorized representative at the time of opening of the Bid or they can view the bid opening event online at their remote end. Price Bids of only those bidders shall be opened whose technical bids qualify.
- 21.2** The withdrawn bid will be available in the system therefore will be considered, If bidder once withdraws the bid then he will not be able to participate in the respective tender again. Modification

to the bid shall be opened and read out with the corresponding bid. Only bids that are opened and read out at bid opening shall be considered further

- 21.3 The Purchaser shall prepare a record of the bid opening that shall include,; the name of the Bidder; whether there is a withdrawal substitution, or modification; the Bid Price including any discounts and alternative bids; and the presence or absence of a bid security, if one was required. The Bidders' representatives who are present in the office of the Purchaser to witness the bid opening shall be requested to sign the record. The omission/refusal of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be made available on the e-procurement system.

## **E. Evaluation and Comparison of Bids**

### **22. Confidentiality**

- 22.1 Information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with the bidding process until information on Contract Award is communication to all Bidders.
- 22.2 No Bidder shall contact the purchaser on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Purchaser it should be done in writing.
- 22.3 Any effort by a Bidder to influence the purchaser in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.

### **23. Clarification of Bids**

- 23.1 To assist in the examination, evaluation, comparison of the bids, And qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids
- 23.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected

### **24. Determination of Responsiveness**

- 24.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself
- 24.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that: if accepted, would
- (i). affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
  - (ii). limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
  - (iii). if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids
- 24.3 The Purchaser shall examine the technical aspects of the bid submitted in accordance with instructions specified in tender document, in particular, to confirm that all requirements enumerated in the \_Schedule of Requirements' Section-VI have been complied with, without any material deviation or reservation or omission.
- 24.4 If a bid is not responsive to the requirements of Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation or omission

### **25. Nonconformities, Errors, and Omissions**

- 25.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation
- 25.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 25.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

- (a). 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;
  - (b). 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
  - (c). if there is a discrepancy between words and 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 (a) and (b) above
- 25.4** If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected.
- 26. Conversion to Single Currency**
- 26.1** For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as specified in the BDS
- 27. Margin of Preference**
- 27.1** Unless otherwise specified in the BDS, a margin of preference shall not apply.
- 28. Evaluation of Bids**
- 28.1** The Purchaser shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
- 28.2** To evaluate a Bid, the Purchaser shall consider the following:
- (a). evaluation will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price.
  - (b). price adjustment due to discounts offered;
  - (c). converting the amount resulting from above, if relevant, to a single currency;
  - (d). price adjustment due to quantifiable nonmaterial nonconformities in bids.
  - (e) During technical evaluation missing documents, if any, can be asked by Evaluation Committee for submission.
- 28.3** The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
- 28.4** The Purchaser's evaluation of a bid shall exclude and not take into account:
- (a). in the case of Goods manufactured in the India, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
  - (b). in the case of Goods manufactured outside India, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;
  - (c). any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 28.5** The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids.
- 29. Comparison of Bids**
- 29.1** The Purchaser shall compare the evaluated prices of all Bid substantially responsive bids established to determine the lowest evaluated bid. The comparison shall be on the basis of CIP- Carriage and Insurance Paid to (place of destination) prices for imported goods and EXW – Ex Works (named place of delivery) prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within India, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods.
- 30. Qualification of the Bidder**
- 30.1** The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria.
- 30.2** The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder.
- 30.3** An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall

proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.

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

**31.1** The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders

**F. Award of Contract**

**32. Award Criteria**

**32.1** The Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided the Bidder is determined to be qualified to perform the Contract satisfactorily.

**33. Purchaser's Right to Vary Quantities at Time of Award**

**33.1** At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents

**34. Notification of Award**

**34.1** Prior to the expiration of the period of bid validity, the Purchaser shall, notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the —Letter of Acceptance) shall specify the sum that the Purchaser will pay the Supplier in consideration of the supply of Goods (hereinafter and in the Conditions of Contract and Contract Forms called —the Contract Price). At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding.

**34.2** Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

**34.3** The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after notification of award, requests in writing the grounds on which its bid was not selected.

**35. Signing of Contract**

**35.1** Promptly after notification, the Purchaser shall send the Contract successful Bidder the Agreement within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

**35.2** Notwithstanding anything contained in clause 34.2, in case signing of the Contract Agreement is prevented by any export/import restrictions attributable to the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

**36. Performance Security**

**36.1** Within twenty eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the General Conditions of Contract (GCC), using for that purpose the Performance Security Form included in Section-X, Contract Forms, or another Form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in India. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily

**36.2** The performance security shall remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations including warranty obligations, if any.

### Section III. Bid Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). In case of inconsistency, the provisions herein shall prevail over those in ITB.

Clause No	<b>A. General</b>
1.1	<p><b>Scope of work:</b>  <b>PURCHASE OF CHEMICALS FOR THE LABORATORY OF TEXTILES COMMITTEE AT MUMBAI</b></p> <p><b>Site address for Mumbai:</b>  Textiles Committee (Ministry of Textiles, Govt. of India), P. Balu Road, Prabhadevi Chowk, Prabhadevi, MUMBAI- 400 025.</p> <p><b>The Purchaser is</b></p> <p style="text-align: center;"><b>TEXTILES COMMITTEE</b>  (Govt. of India, Ministry of Textiles)  Laboratory Division,  P. Balu Road, Prabhadevi Chowk, Prabhadevi,  Mumbai- 400 025  Tel: 022-66527519/520  Fax: 022-66527588  E-mail: <a href="mailto:tclabmbai@gmail.com">tclabmbai@gmail.com</a>, <a href="mailto:dlab.tc@nic.in">dlab.tc@nic.in</a>  Website: <a href="http://www.textilescommittee.gov.in">www.textilescommittee.gov.in</a></p>
3.1	A bidder can be a manufacturer / authorised dealer of the items he is bidding.
	<b>B. Contents of Bidding Documents</b>
4.4	The bidder shall be deemed to have full knowledge of documents and no extra charges consequent on any misunderstanding or otherwise shall be allowed.
5.1	Any Clarifications regarding bid should be submitted in writing atleast 3 days before the pre-bid meeting The Tender Issuing Authority will issue all clarifications, interpretations, meanings and specific directions, if any, through the Central Public Procurement Portal for e Procurement i.e. <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> .
5.4	Pre Bid meeting: <b>Date: 20<sup>th</sup> March 2017 Time: 11.00 P.M</b> Venue: Board Room, 5 <sup>th</sup> Floor, Textiles Committee, P. Balu Road, Prabhadevi, Mumbai -400 025
	<b>C. Preparation of Bids</b>
8	The language of the bid is: <b>English</b> . All correspondence exchange shall be in <b>English</b> language. Language for translation of supporting documents and printed literature is <b>English</b> .
9	The Bidder shall submit the following documents in its bid: <b>Technical bid</b> <ul style="list-style-type: none"> <li>• Covering letter along with Technical bid.</li> <li>• Compliance with Technical specifications wherever applicable.</li> <li>• Details of EMD submitted. Requisite Bid security (EMD) in the form of a Demand Draft/Pay Order/Banker's Cheque for <b>Rs.25,000/-</b>(Rupees Twenty five thousand only), <b>drawn in favour of "Textiles Committee" &amp; payable at Mumbai.</b></li> <li>• Full details of the person authorized to file the tender.</li> <li>• Proof of Manufacturer or Authorized agent.</li> <li>• Details of Requisite Tender document fees (Non refundable)</li> <li>• Self attested copy of power of attorney in favor of the signatory signing the Tender documents. It is not required in case of proprietary firm if the proprietor himself signs the documents.</li> </ul>



	<ul style="list-style-type: none"> <li>Financial statement of the bidder incorporating the turnover of business for the last 3 years.</li> <li>Copy of Current and Valid Income Tax clearance Certificate (ITCC) &amp; PAN card.</li> <li>Copy of Current Registration certificate from Central or State Sales tax authority.</li> <li>Any other documents in compliance with the Tender.</li> </ul> <p><b>Commercial Bid</b> As stated in instructions to bidders (Clause 9.1.2)</p>
12.1	<p>The bidder shall be deemed to have satisfied himself before Bidding as to the correctness and sufficiency of his Bid and about the rates quoted by him and cover all his obligations under the tender..</p> <p>The Bid shall be verified by the bidder for accuracy in the arithmetical calculations, prior to submission.</p> <p>Rates quoted by the bidder shall be valid till 6 months from the date of placing the purchase order or to an extended date as agreed upon mutually. The Bidder shall not withdraw or revise or alter any conditions, rate(s) quoted within this stated period, unless he is called upon to do so on mutual agreement / negotiations. The Competent Authority of Textiles Committee reserves the right to forfeit the security deposit (EMD &amp; Performance Security) if the bidder revokes or withdraws the Bid within this stated period.</p>
13	The bidder shall quote in Indian Rupees (INR)
15.1	Bid validity :180 days
16.1	Bidder shall submit interest free Earnest Money Deposit (EMD)/ Bid Security of <b>Rs 25,000/-</b> . The instrument should carry the Bid Id, Bid Ref. No. generated from the Central Public Procurement Portal for e Procurement i.e. <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> . On the reverse side.
16.2	Bidder shall submit Earnest Money Deposit (EMD) either in the form of Demand Draft/Pay Order/Banker's Cheque in favour of " <b>Textiles Committee</b> " and payable at <b>Mumbai</b> and it shall be interest free.
16.4	The EMD of the unsuccessful bidders will be returned after the award of the contract.
18.1	Deadline for submission of bids: <b>04 April 2017 16:00 hrs</b>
	<b>e-Evaluation and comparison of Bids</b>
27	The bidders shall quote only as per the packing size/quantity mentioned for each item and evaluation will be done strictly as based on the same
	<b>F. Award of Contract</b>
31	The Purchaser shall award the Contract to the Bidder for whose bid has been determined to be the lowest evaluated bid, item wise .
32.1	The Purchaser reserves the right to increase or decrease the quantity of items originally specified in Section VI, Schedule of Requirements, provided this does not exceed the 20% of the originally specified quantity.
35	<p>The successful bidder shall have to deposit an amount of <b>5% of the total value of the contract</b> towards interest free performance Security by way of Demand Draft (DD) or Bank Guarantee (BG) as per the format given under no Serial No.2 - <b>Section X. Contract Forms..</b> This BG or DD shall be submitted along with the acceptance of the Purchase Order.</p> <p>The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations including warranty obligations</p>

## Section IV. Prequalification

1. Authorized person to indicate the compliance of technical specifications in the respective pages of the tender document and sign the same.
2. The bidder is i) either manufacturer or ii) an authorized agent for the supply of the aforesaid items for which the Bid is submitted.
3. The bidder shall quote only for the brands for which he is an authorized dealer of chemicals. as applicable.
4. The bidder shall quote the rates for the following brands only, as per the details given below: Further, the bidder shall quote for **any one brand for which the rates quoted are lowest /competitive.**
  - i) Spectroscopy Grade– only Merck
  - ii) HPLC Grade- Merck/Qualigens/Thermo Fisher, Rankem, Advent
  - iii) AR Grade- Merck/Qualigens/Thermo Fisher, Rankem, Advent, SRL
  - iv) LR Grade- Merck/Qualigens/Thermo Fisher, Rankem, Advent, SRL
  - v) Commercial Grade- Any brand / make
5. Copy of Current Registration certificate from Central or State Sales tax authority.
6. Copy of Current and Valid Income Tax clearance Certificate (ITCC) & PAN card.
7. Financial statement of the bidder incorporating the turnover of business for the last 3 years.
8. Self attested copy of power of attorney in favor of the signatory signing the Tender documents. It is not required in case of proprietary firm if the proprietor himself signs the documents.
9. Proof of Manufacturer or Authorized agent.
10. Full details of the person authorized to file the tender.

## Section V. Policy of Textiles Committee against the Corrupt and Fraudulent Practices

Textiles Committee strictly adheres to its policy against corruption and requires that bidders and their agents, subagents, sub-contractors, suppliers etc. shall not indulge in any kind of corrupt practices, fraudulent practices, collusive practices, coercive practices, obstructive practices or other kinds of corruption declared as crimes under Indian law.

- a) If bidder or their agents, subagents, sub-contractors, suppliers etc. are found, directly or indirectly, involved in such practices, bid or agreement and execution thereof at any stage may be rejected or cancelled as the case may be by the Textiles Committee and besides it , Textiles Committee may initiate legal actions including civil and criminal proceeding.

For the purpose of this provision the terms are defined as follows:

- (i) —“Corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;<sup>1</sup> ;
- (ii) —“Fraudulent Practices” is any act or omission including a misrepresentation which knowingly or recklessly made to mislead another party to obtain financial or other benefit or to avoid an obligation;<sup>2</sup>
- (iii) —“Collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;<sup>3</sup>
- (iv) — “Coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;<sup>4</sup>

- 1 **For the purpose of this sub-paragraph, —another partyll** refers to a public official acting in relation to the procurement process or contract execution. In this context, —**public officialll** includes Textiles Committee staff and employees of other organizations taking or reviewing procurement decisions
  - 2 For the purpose of this sub-paragraph, —partyll refers to a public official; the terms —benefitll and —obligationll relate to the procurement process or contract execution; and the —act or omissionll is intended to influence the procurement process or contract execution.
  - 3 For the purpose of this sub-paragraph, —partyll refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.
  - 4 For the purpose of this sub-paragraph, —partyll refers to a participant in the procurement process or contract execution.
    - (v) — “Obstructive practice” is: deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.
- b) Besides actions under clause (a) Textiles Committee may also take action to blacklist such bidder either indefinitely or for a specified period.

## **PART 2 – Supply Requirements**

### **Section VI. Schedule of Requirements**

#### **Contents**

**1. List of Goods and Delivery Schedule** - As given in Technical & Commercial bids

**2. Technical Specifications:**

The bidder shall quote only for the brands for which he is an authorized dealer of chemicals as applicable. The bidder shall quote the rates for the following brands only, as per the details given below: Further, the bidder shall quote for **any one brand for which the rates quoted are lowest /competitive.**

- i) Spectroscopy Grade– **only Merck**
- ii) HPLC Grade- **Merck, Qualigens/Thermo Fisher, Rankem, Advent**
- iii) AR Grade- **Merck, Qualigens/Thermo Fisher, Rankem, Advent, SRL**
- iv) LR Grade- **Merck, Qualigens/Thermo Fisher, Rankem, Advent, SRL**
- v) Commercial Grade- **Any brand / make**

Packing of the chemicals should be such that the quality of the items is retained during delivery and its life expectancy period. The details of the date of manufacturing and expiry date, if applicable, should be there on the packing. Items without these details will not be accepted. In case of toxic / hazardous chemicals, material safety data sheet to be provided. The validity period of the chemicals on unopened condition should be for a minimum period of 5 years.

## **PART - 3 Contract**

### **Section VII. General Conditions of Contract**

#### Table of Clauses

- 1. Definitions
- 2. Contract Document
- 3. Fraud and Corruption
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## **1. Definitions:**

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

“Textiles Committee” means Textiles Committee established under the Textiles Committee Act 1963.

“Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

“Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.

“Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

“Day” means calendar day.

“Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

“GCC” means the General Conditions of Contract.

“Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

“The Project Site,” term where applicable, means the place of work named in the Special Conditions of Contract (SCC).

“Purchaser” means Textiles Committee, and other entities of the Textiles Committee competent for purchasing Goods and Services, as specified in the SCC.

“Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.

“SCC” means the Special Conditions of Contract.

“Subcontractor” means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

“Supplier” means the person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

## **2. Contract Documents:**

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

## **3. Corrupt and Fraudulent Practices:**

3.1 The Textiles Committee requires compliance with its policy against the corrupt and fraudulent practices as set forth Section- V.

3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

## **4. Interpretation:**

4.1 Unless the context requires otherwise, singular means plural and vice versa.

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

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

4.4 Non waiver: (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract. (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

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

**5. Language:**

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

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

**6. Joint Venture, Consortium or Association:**

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

**7. Eligibility:**

7.1 The Bidder should not have been declared insolvent by the competent court.

7.2 The Bidder should not be disqualified for contract under the law of the land.

7.3 The Bidder should not be adjudged defaulter of Tax Payment under Income Tax Law or any other Law for the time being in-force.

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

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

**8. Notices:**

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

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

**9. Governing Law:**

9.1 The Contract shall be governed by and interpreted in accordance with the laws of India, unless otherwise specified in the SCC.

9.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in India when

(a) as a matter of law or official regulations, India prohibits commercial relations with that country; or

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, India prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

**10. Settlement of Disputes:**

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If 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 settle the issue by

- arbitration, as hereinafter provided, as to the matter in dispute, no arbitration in respect of the matter be commenced unless such notice is given in accordance with this Clause for the final settlement of the matter. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.
- 10.3 All questions, disputes and differences arising shall be referred by the Secretary, Textiles Committee to the sole arbitrator for arbitration under the provision of the Arbitrations and Conciliation Act, 1996.
- 11. Obligations during arbitrations:**
- 11.1 Notwithstanding any reference to arbitration in Clause 10, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Purchaser shall pay any amount due to the Supplier.
- 12. Scope of Supply:**
- 12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
- 13. Deliver and Documents:**
- 13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The Supplier should take responsibility for delivering the items inside the premises of the respective laboratories of Textiles Committee as specified in the Purchase Order, without any additional cost to Textiles Committee
- 14. Supplier's Responsibilities:**
- 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
- 15. Contract Price:**
- 15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.
- 16. Terms of Payment:**
- 16.1 Payments for supplies made shall be released only after the supplies appropriate to the requirement made.
- 16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, within ninety (90) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
- 16.4 The currencies in which payment shall be made to the supplier under this contract shall be Indian currency unless otherwise agreed
- 17. Taxes and Duties:**
- 17.1 For goods manufactured outside India, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside India.
- 17.2 For goods Manufactured within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in India, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent or country or origin, the supplies shall provide benefit from any such tax saving to the purchaser.
- 18. Performance Security:**
- 18.1 If required as specified in the SCC, the Supplier shall, within **twenty-one (21) days** of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC.

- 18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract
- 18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser.
- 18.4 Performance security should remain valid for a period of **sixty (60) days** beyond the date of completion of all contractual obligations of the supplier including warranty obligation.
- 18.5 Bid security shall be refunded to the successful bidder within **30** days of receipt of performance security.

**19. Copyright:**

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

**20. Confidential Information:**

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

**21. Subcontracting:**

- 21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later on shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

**22. Specifications and Standards:**

- 22.1 Technical Specifications and Drawings
- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section-VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin or India.
  - (b) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes



in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

**23. Packing and Documents:**

- 23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

**24. Insurance:**

- 24.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or Damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Inco terms or in the manner specified in the SCC.

**25. Transportation and Incidental Services :**

- 25.1 The Supplier is required under the Contract to transport the Goods to a specified place of final destination within India, defined as the Project Site, transport to such place of destination in India, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the "Contract Price"; or any other agreed upon trade terms (specify the respective responsibilities of the Purchaser and the Supplier)
- 25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
  - (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- 25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services otherwise shall be at the cost of suppliers.

**26. Inspections and Tests :**

- 26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC.
- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in India as specified in the SCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the

Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

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

**27. Liquidated Damages :**

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

**28. Warranty :**

- 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 28.2 Subject to Sub-Clause 22.1(b) of GCC, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India
- 28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or warranty period mentioned by supplier whichever period concludes later unless mutually agreed.
- 28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects
- 28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC; the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**29. Patent Indemnity:**

- 29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered.
- 29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claims.
- 29.3 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

**30. Force Majeure:**

- 30.1 For purposes of this Clause, —Force Majeure means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 30.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably possible, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 30.3 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.

**31. Change Orders and Contract Amendments:**

- 31.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
  - (b) the method of shipment or packing;
  - (c) the place of delivery; and
  - (d) the Related Services to be provided by the Supplier.
- 31.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.
- 31.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 31.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**32. Extensions of Time:**

- 32.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 32.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 32.1.

**33. Termination:**

- 33.1 Termination for Default
- (a). The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
    - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 32;
    - (ii) if the Supplier fails to perform any other obligation under the Contract; or
    - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
  - (b). In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 33.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or

Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

33.2 Termination for Insolvency.

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

33.3 Termination for Convenience.

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

The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

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

34. **Assignment:**

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

## Section VIII. Special Conditions of Contract

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

GCC Ref. Clause No.	SCC
5	Language of the contract is English
8	Communication Address: The Director (Laboratories), Textiles Committee, Ministry of Textiles, Government of India Laboratory Division, P. Balu Road, Prabhadevi, Mumbai -400 025
10.2	Arbitration: The sole arbitrator will be the Textiles Commissioner/ Vice Chairman Textiles Committee or any other officer appointed by him whose decision shall be final and binding on both the parties.
13	The successful bidder should take responsibility for delivering the items inside the premises of the Laboratories at Mumbai, at the address specified in the Purchase Order.
16.3	Terms of payment: Payment shall be made after satisfactory delivery of items.
18.1	The successful bidder shall have to deposit an amount of <b>5% of the total value of the contract</b> towards interest free performance security for the performance of the contract.
18.3	Performance Security shall be paid in the form of Demand Draft (DD) or Bank Guarantee (BG) / on line payment as per the format given
21.1	Orders for the supply of items, once placed with successful bidder is non transferable and <b>no sub-contracting is permitted</b> . Textiles Committee reserves the right to cancel the order and forfeit the EMD in such event.
23.2	In case of short supply or wrong supply of items, or supply of items in damaged conditions, it is the responsibility of the successful bidder (supplier) to arrange for the supply of the required items within 7 days as per the purchase order, Any additional expenditure, whatsoever, for the above will be borne by the successful bidder only.
24	It is the sole responsibility of the supplier viz. successful bidder to process insurance claim in case, if items are received in fully or partly damaged condition or missing in transit. No extra payment will be borne by Textiles Committee towards clearing charges, freight or any other charges whatsoever for rectifying /replacement of the damaged items.
26	The successful bidder is bound to supply only genuine brand/ make/model/specification etc of the items as specified in the Bid. If the purity/ specification / brand of the items delivered is not as per our requirement or as specified in the certificate of analysis, such items will be returned and cost of that item should be refunded to Textiles Committee. Further, Textiles Committee reserves the right for canceling the order with that supplier /bidder /manufacturer /agents
27	The successful bidder shall adhere to the delivery period of 30 days from the date of issuance of purchase order. Delay in non-execution of order other than force majeure shall attract penalty at simple interest of 0.2% for every week of delay.

## Part 4 -Bidding Forms and Contract Forms

### Section IX: Bidding Forms

#### Table of Forms

1. Tender Form (Techno commercial unpriced Bid)
2. Tender Form (Price Bid)
3. Bidder Information Form
4. Manufacturer's Authorization

## 1.TENDER FORM

**(Techno commercial un-priced Bid)**  
(On the letter head of the firm submitting the bid)

Tender No.....

To

The \_\_\_\_\_

\_\_\_\_\_

Dear Sir,

1. I/We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.
2. I/We have dully submitted the statement of compliance of Technical specification as in Technical Bid Format
3. I/We meet the eligibility requirements and have no conflict of interest ;
4. I/We have not been suspended nor declared ineligible in India;
5. I/We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods:
6. I/We offer to supply the items as listed in the schedule to this tender hereto/portion thereof as you may specify in the acceptance of Tender at the price given in the said Schedule and agree to hold this offer open for a period of **180** days from the date of opening of the tender.
7. I/we shall be bound by a communication of acceptance issued by you.
8. I/We have understood the Instruction to bidders and Conditions of Contract in the form as enclosed with the invitation to the tender and have thoroughly examined the specifications quoted in the Schedule hereto and am/are fully aware of the nature of the goods required and my/our offer is to supply the goods strictly in accordance with the specifications and requirements.
8. A crossed Bank Draft in favor of the Textiles Committee for Rs. 25000/- (Rupees Twenty five thousand only.....) as Earnest Money is enclosed. The Draft is drawn on .....Bank payable at Mumbai
9. A crossed Bank Draft in favor of the Textiles Committee for Rs.1000/- (Rupees...one thousand only.....) (non-refundable) as Tender Document Fee is enclosed. The Draft is drawn on .....Bank payable at Mumbai.
10. The following have been added to form part of this tender.
  - (a) Schedule of requirements, quoting the make only duly signed and stamped.(without indicating price)
  - (b) Copy of last audited balance sheet.
  - (c) Copy of Central or State sales tax registration certificate.
  - (d) Copy of income tax clearance certificate and PAN card.
  - (e) Proof of manufacturing Unit, dealership certificate/general order suppliers.
  - (f) Details of the person authorized to file the bid
  - (g) Proof for power of attorney in favor of signatory in case of other than proprietorship firm.
  - (h) Any other enclosure. (Please give details)
11. We undertake to execute all orders which have been placed to meet emergent requirements on priority basis.
12. Certified that the bidder is:
  - a) A sole proprietorship firm and the person signing the bid document is the sole proprietor/constituted attorney of the sole proprietor,

**Or**

  - b) A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the

partnership by virtue of the partnership agreement/by virtue of general power of attorney.

**Or**

c) A company and the person signing the document is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections/deletions should invariable be duly attested by the person authorized to sign the bid document).

- 13. We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof shall constitute a binding contract between us.
- 14. If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- 15. We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process, other than alternative bids submitted;
- 16. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption

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

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

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

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

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

\*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

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

Yours faithfully,

(Signature of bidder)

Dated this day of \_\_\_\_\_

Address:.....

.....

Telephone No. : \_\_\_\_\_

FAX \_\_\_\_\_

E-mail \_\_\_\_\_

Company seal

### 3. Bidder Information Form

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

Date: *[insert date (as day, month and year) of Bid Submission]* ADVT. No.: *[insert number of bidding process]*

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

1. Bidder's Name: *[insert Bidder's legal name]*
2. In case of JV, legal name of each member : *[insert legal name of each member in JV]*
3. Bidder's 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 Address in country of registration: *[insert Bidder's legal address in country of registration]*
6. Bidder's Authorized Representative Information

Name: *[insert Authorized Representative's name]* Address: *[insert Authorized Representative's Address]*

Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]* Email Address: *[insert Authorized Representative's email address]*

### 4. Manufacturer's Authorization

*[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 are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the BDS.]*

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

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

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

To: *[insert complete name 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 27 of the General 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]*



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

### Technical bid format

Line Item	CHEMICALS	Make / Brand	Required Unit Pack size	Quoted Unit Pack Size	Compliance	
					Yes	No
<b>I. Spectroscopy Grade (only make / brand of Merck)</b>						
1.	Potassium Bromide		100 g			
<b>II. HPLC Grade (only make/brand of Merck, Advent, Qualigen /Thermo Fisher)</b>						
2.	Methanol		2.5 lit.			
<b>III. AR Grade (only make/brand of Merck, Advent, Qualigen /Thermo Fisher, SRL, Rankem)</b>						
3.	Diethyl ether		500 ml			
4.	Sodium Sulphate anhydrous		500 g			
5.	Acetic Acid Glacial		2.5 lit.			
6.	Acetic Anhydride		500 ml			
7.	Ammonium Acetate		500 g			
8.	Citric acid		500 g			
9.	Dipotassium Hydrogen Ortho Phosphate		500 g			
10.	Ethyl Acetate		500 ml			
11.	Formaldehyde Solution 37-41%		500 ml			
12.	Nitric acid		2.5 lit.			
13.	Sodium Borohydride		500 g			
14.	Sodium Dihydrogen Orthophosphate dihydrate		500 g			
15.	Starch		500 g			
16.	Toluene		500 ml			
17.	Iso Propanol		500 ml			
18.	Tannic Acid		100 g			
<b>IV. LR Grade (only make/brand of Merck, Advent, Qualigen /Thermo Fisher, SRL, Rankem)</b>						
19.	Sulphuric Acid 98%		5 lit			
20.	Tetra Chloro ethylene(Perchloroethylene)		500 ml			
21.	Xylene		2.5 lit			
22.	Acetone		2.5 lit.			
23.	Benzene		2.5 lit			
24.	Chlorobenzene		2.5 lit			
25.	Hydrochloric Acid (35 - 38%) sp gr- 1.19		5 lit.			
26.	N,N, Dimethyl Formamide		2.5 lit.			
27.	Sodium Hydroxide pellet		5 kg.			
28.	Iodine Resublimed		100 g			
29.	Lactic Acid		500 ml			
30.	Phenol		500 ml			
31.	Potassium Hydrogen Phosphate		500 g			
32.	Triethyl amine		500 ml			
33.	Ammonium Dihydrogen Orthophosphate		500 g			
34.	Barium Hydroxide		500 g			
35.	Calcium Chloride fused		500 g			
36.	Chloroform		1 lit.			
37.	Cyclohexanone		2.5 lit			

38.	Dextrose anhydrous		500 g			
39.	Diastase		100 g			
40.	Diethyl amine		500 ml			
41.	Diphenyl amine		500 ml			
42.	Dipotassium hydrogen Phosphate		100 g			
43.	Disodium Hydrogen Phosphate		500 g			
44.	Disodium Hydrogen Phosphate Dodecahydrate		500 g			
45.	Erichrome Black T Indicator		25 g			
46.	Ethylene Diamine		500 ml			
47.	Ferric Chloride		500 g			
48.	Ferrous Ammonium Sulphate		500 g			
49.	Glycerol purified		500 ml			
50.	Hydrofluoric acid 40%		500 ml			
51.	L-Histidine Mono Hydrochloride		25 g			
52.	M-cresol		500 ml			
53.	Methyl Orange Indicator solution		125 ml			
54.	Petroleum ether 40-60° C		2.5 lit			
55.	Phenolphthalein indicator solution		125 ml			
56.	Potassium Carbonate		500 g			
57.	Sodium Carbonate		500 g			
58.	Sodium Chloride		500 g			
59.	Sodium Formaldehyde Sulphoxylate B		250 g			
60.	Sodium Hypo chlorite 4%		500 ml			
61.	Sodium Perborate Tetrahydrate		500 g			
<b>V. Commercial Grade (any make/brand)</b>						
62.	Silica Gel		500 g			
63.	Silicon oil		5 lit			

## Commercial bid format

Line Item	Chemicals	Make/ Brand	Reqd. Unit Pack Size	Quoted Unit Pack Size	No. of Unit (Est.)	Rate / Unit (INR) Excluding Taxes	Total cost for Est. Unit (INR)	Duty, Taxes etc. (%)	Total Inclusive of Taxes (INR)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8) = 6 x 7	(9)	(10) = 8 + (8 x 9) / 100
<b>I. Spectroscopy Grade: (only make / brand of Merck)</b>									
1.	Potassium Bromide		100 g		1				
<b>II. HPLC Grade: (only make/brand of Merck, Advent, Qualigen /Thermo Fisher)</b>									
2.	Methanol		2.5 lit.		24				
<b>III. AR Grade: (only make/brand of Merck, Advent, Qualigen /Thermo Fisher, SRL, Rankem)</b>									
3.	Diethyl ether		500 ml		300				
4.	Sodium Sulphate anhydrous		500 g		100				
5.	Acetic Acid Glacial		2.5 lit.		1				
6.	Acetic Anhydride		500 ml		1				
7.	Ammonium Acetate		500 g		1				
8.	Citric acid		500 g		12				
9.	Dipotassium Hydrogen Ortho Phosphate		500 g		2				
10.	Ethyl Acetate		500 ml		2				
11.	Formaldehyde Solution 37-41%		500 ml		2				
12.	Nitric acid		2.5 lit.		1				
13.	Sodium Borohydride		500 g		1				
14.	Sodium Dihydrogen Orthophosphate dihydrate		500 g		6				
15.	Starch		500 g		1				
16.	Toluene		500 ml		12				
17.	ISO Propanol		500 ml		1				
18.	Tannic Acid		100 g		1				
<b>IV. LR Grade: (only make/brand of Merck, Advent, Qualigen /Thermo Fisher, SRL, Rankem)</b>									
19.	Sulphuric Acid 98%		5 lit		100				
20.	Tetra Chloroethylene (Perchloroethylene)		500 ml		50				
21.	Xylene		2.5 lit		40				
22.	Acetone		2.5 lit.		60				
23.	Benzene		2.5 lit		60				
24.	Chlorobenzene		2.5 lit		40				
25.	Hydrochloric Acid (35 - 38%) sp gr- 1.19		5 lit.		80				

26.	N,N, Dimethyl Formamide		2.5 lit.		120				
27.	Sodium Hydroxide pellet		5 kg.		50				
28.	Iodine Resublimed		100 g		1				
29.	Lactic Acid		500 ml		1				
30.	Phenol		500 ml		6				
31.	Potassium Hydrogen Phosphate		500 g		4				
32.	Triethyl amine		500 ml		1				
33.	Ammonium Dihydrogen Orthophosphate		500 g		1				
34.	Barium Hydroxide		500 g		1				
35.	Calcium Chloride fused		500 g		6				
36.	Chloroform		1 lit.		2				
37.	Cyclohexanone		2.5 lit		8				
38.	Dextrose anhydrous		500 g		2				
39.	Diastase		100 g		6				
40.	Diethyl amine		500 ml		1				
41.	Diphenyl amine		500 ml		1				
42.	Dipotassium hydrogen Phosphate		100 g		2				
43.	Disodium Hydrogen Phosphate		500 g		6				
44.	Disodium Hydrogen Phosphate Dodecahydrate		500 g		2				
45.	Erichrome Black T Indicator		25 g		1				
46.	Ethylene Diamine		500 ml		1				
47.	Ferric Chloride		500 g		1				
48.	Ferrous Ammonium Sulphate		500 g		1				
49.	Glycerol purified		500 ml		6				
50.	Hydrofluoric acid 40%		500 ml		1				
51.	L-Histidine Mono Hydrochloride		25 g		2				
52.	M-cresol		500 ml		2				
53.	Methyl Orange Indicator solution		125 ml		1				
54.	Petroleum ether 40-60° C		2.5 lit		1				
55.	Phenolphthalein indicator solution		125 ml		1				
56.	Potassium Carbonate		500 g		1				
57.	Sodium Carbonate		500 g		6				
58.	Sodium Chloride		500 g		6				
59.	Sodium Formaldehyde Sulphoxylate B		250 g		1				

60.	Sodium Hypo chlorite 4%		500 ml		12				
61.	Sodium Perborate Tetrahydrate		500 g		1				
<b>V. Commercial Grade ( any make/brand)</b>									
62.	Silica Gel		500 g		1				
63.	Silicon oil		5 lit		2				

## **Section X. Contract Forms**

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security when required, shall only be completed by the successful Bidder after contract award.

### Table of Forms

1. Contract Agreement
2. Performance Security

## 1. Contract Agreement

### AGREEMENT TO BE SUBMITTED BY SUCCESSFUL BIDDER (ON NON-JUDICIAL STAMP PAPER OF Rs.100)

THIS AGREEMENT is made at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2016 between THE TEXTILES COMMITTEE, a Statutory Body under the Ministry of Textiles, Government of India having its Head Office at P. Balu Road, Prabhadevi Chowk, Prabhadevi, Mumbai – 400 025 hereinafter referred to as "the Committee", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors, assignees or representatives of the One Part and M/S. \_\_\_\_\_ having its registered office at \_\_\_\_\_ hereinafter referred to as the "Supplier" which expression shall unless it be repugnant to the context or meaning thereof include its successors, assignees, representatives or partners as the context may admit of the Other Part.

#### WHEREAS:

1. The Committee has placed an order with \_\_\_\_\_ hereinafter referred to as Supplier of chemicals.
2. The Supplier has agreed to supply the above items at the conditions given in purchase order No. \_\_\_\_\_ dated \_\_\_\_\_ placed at **Annexure-I (Order Details)**.
3. The Supplier shall abide by the terms and conditions as set out in Purchase Orders issued from time to time.
4. Except in the case of deliberate negligence on the part of the Committee, for which the Committee hereby indemnifies the Supplier, the Committee shall not be liable for any loss or damage sustained by the Supplier due to the act of omission whatsoever and howsoever for itself, during the contract proceeds.
5. Both the parties shall bear with the force-majoure, which could not be reasonably foreseen.
6. **Complaint & Appeal procedure:**
  - 6.1. Arbitration: In the event of any dispute or difference arising out of operation of this agreement, the same shall be referred to the sole arbitrator governed by the Arbitration & Conciliation Act 1996 and the sole arbitrator will be the Textiles Commissioner/ Vice Chairman Textiles Committee or any other officer appointed by him whose decision shall be final and binding on both the parties.

Signed:

Authorised Signatory of  
Textiles Committee  
Name and Designation

Seal of Textiles Committee

Signed:

Authorised Signatory of  
Supplier  
Name and Designation

Seal of Supplier

## 2. Performance Security

### **FORMAT FOR BANK GUARANTEE** **(ON NON-JUDICIAL STAMP PAPER OF Rs.100/-)**

**(Applicable for successful bidders, to be submitted in lieu of performance security deposit)**

Bank guarantee No. \_\_\_\_\_ Date: \_\_\_\_\_

This deed of guarantee made this \_\_\_\_\_ day of \_\_\_\_\_ 2016 {(Name and address of the Bank) hereinafter referred to as 'the Bank')} which expression shall where successors and assignees of the Bank and the Textiles Committee, (hereinafter referred to as the Committee) which expression shall unless repugnant to the context of the meaning thereof include its legal representatives, successors and assignees.

WHEREAS the Committee has placed its Purchase Order bearing No. \_\_\_\_\_ dated \_\_\_\_\_ on (name and address of the bidder) (hereinafter called 'the supplier' for the supply of \_\_\_\_\_).

The Bank shall not be discharged or released from this guarantee by any arrangement between the supplier and the Committee with or without the consent of the Bank or any alterations in the obligation of the parties or by any indulgence, forbearance shown by Committee to the supplier and the same shall not prejudice or restrict remedies against the Bank nor shall the same in any event be a ground of defense by the Bank against the Committee. In case the Committee puts forth a demand in writing on the Bank for the payment of the amount in full or in part against this Bank guarantee, the Bank shall considered that such demand by itself a conclusive evidence and proof that the supplier has failed in complying with the terms and conditions stipulated by Committee in the purchase order and payment shall be made to the Committee without raising any dispute regarding the reasons for any such lapse/failure on the part of the supplier.

This guarantee shall be in addition to and without prejudice to any other securities or remedies which the Committee may have to hereinafter possess against the supplier and the Committee shall be under no obligation to marshal in favor of the Bank any such securities or fund or assets that the Committee may be entitled to receiving or have a claim upon and the Committee at its absolute discretion may vary, exchange renew, modify or refuse to complete or enforce or assign any security or instrument.

The Bank agrees that the amount hereby guaranteed shall be due and payable to the Committee on Committee's serving with a notice requiring the payment of the amount and such notice shall be deemed to have been served on the bank either by actual delivery thereof to the Bank or by dispatch to Committee thereof to the Bank by Registered Post shall be deemed to have been duly served on the Bank notwithstanding that the notice may not in fact have been delivered to the Bank.

In order to give full effect to the provisions of this guarantee, the Bank hereby waives all inconsistent with the above provisions and which the Bank might otherwise as guarantor be entitled to claim and enforce.

NOTWITHSTANDING anything contained herein before, the liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). The guarantee shall remain in force till the \_\_\_\_\_ and unless the

guarantee is renewed or a claim is preferred against the Bank within three months from the said date all rights of the Committee under the guarantee shall cease and Bank shall be released and discharged from all liability hereunder.

\_\_\_\_\_  
(SIGNATURE)

PLACE:

DATE:

SEAL

CODE NO.

NOTE: SUPPLIERS SHOULD ENSURE THAT SEAL AND CODE NO. OF THE SIGNATORY ARE AFFIXED BY BANKER, BEFORE SUBMISSION OF THE BANK GUARANTEE.