

**17.1****Standard Bidding Document (SBD)**

(Procurement of Services of Information & Communication Agency)

Women Development Corporation

Department of Social Welfare, GoB

Indira Bhawan, R.C. Singh Path, Patna-800 001

Ph.: 0612- 2547843, email: [support@wdcbihar.org.in](mailto:support@wdcbihar.org.in)

[www.wdcbihar.org.in](http://www.wdcbihar.org.in)

**Not Transferable**

Tender Document for Services of Information & Communication Agency

Tender No. - PR no. 11484 Dated 19.12.2017

This Tender Document Contains 130 pages.

***Paras not relevant to this tender are cut off (XYZ) and mentioned NA. This may kindly be taken into note.***

This Documents is sold to:

M/s. \_\_\_\_\_

Address \_\_\_\_\_

Details of contact person in Women Development Corporation, Bihar regarding this tender:-

Name : Rupesh Kumar Sinha

Designation: Project Director (i/c)

Address: Women Development Corporation

Indira Bhawan, R.C. Singh Path, Patna-1

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**Section –I****17.2****Notice Inviting Tender (NIT)****Women Development Corporation**

Department of Social Welfare, GoB

Indira Bhawan, R.C. Singh Path, Patna-800 001

Ph.: 0612- 2547843, email: [support@wdcbihar.org.in](mailto:support@wdcbihar.org.in)[www.wdcbihar.org.in](http://www.wdcbihar.org.in)**Tender No.- PR no. 11484 Date 19.12.2017**

- (i) Sealed tenders are invited from eligible and qualified tenderers for Services of Information & Communication:

Schedule No.	Brief Description of Goods/services	Quantity (with unit)	Earnest Money	Remarks
1	As per Section VII	Rate Contract	Rs.2 Lakh	

Type of Tender (two bid/PQB/EOI/RC/Development/Indigenisation/Disposal of Scrap)	Two BID & RC
Dates of sale of tender documents:	
Price of the Tender Document	5,000.00
Place of sale of tender documents	WDC website
Date of pre-bid conference	NA
Closing date and time for receipt of tenders	05.01.2018, 3PM
Place of receipt of tenders	WDC Office
Time and date of opening of tenders	05.01.2018, 4PM
Place of opening of tenders	WDC Office
Nominated Person/ Designation to Receive Bulky Tenders (Clause 17.6.1 Submission of Tender)	WDC Reception Counter

- (ii) Interested tenderers may obtain further information about this requirement from the above office selling the documents. They may also visit our website mentioned above for further details.

- (iii) Tender documents may be purchased on payment of non-refundable fee of Rs.: 5,000.00 (Rupees five thousand only) per set in the form of account payee demand draft drawn on a commercial bank in India in favour of managing Director, Women Development Corporation, payable at Patna.
- (iv) ~~If required, the tender documents will be mailed by registered post/ speed post to the domestic tenderers and by International air mail. The tenderer is to add the applicable postage cost in the non-refundable fee mentioned above. (NA)~~
- (v) Tenderer may download the tender documents from the web site [www.wdcbihar.org.in](http://www.wdcbihar.org.in) and submit its tender with the downloaded document, along with the required non-refundable fee as mentioned above.
- (vi) Tenderers shall ensure that their tenders, duly sealed and signed, complete in all respects as per instructions contained in the Tender Documents, are dropped in the tender box located at the address given below on or before the closing date and time indicated above, failing which the tenders will be treated as late and rejected. ~~However in case of e-procurement steps prescribed by NIC will be followed by the tenderers.~~
- (vii) In the event of any of the above mentioned dates being declared as a holiday/closed day for the purchase organisation, the tenders will be sold/received/opened on the next working day at the appointed time.
- (viii) The tender documents are not transferable.

**Managing Director**

## Section –II

### 17.3 General Instructions to Tenderer (GIT)

#### 17.3.1 Introduction

- (i) Definitions and abbreviations, which have been used in these documents, shall have the meanings as indicated in General Conditions of Contract.
- (ii) For sake of convenience, whole of this Standard Bidding Document (including all sections) is written in reference to Procurement of Goods Tenders. However this SBD would be utilized for all types of Tenders e.g. EOI, PQB, Rate Contract, Tenders involving samples, Sale/Disposal of Scrap Material and Development/ Indigenisation, Procurement of Services etc. Therefore the construction of all clauses are to be interpreted in the context of particular type of tender beyond the letter of the clause, read with the additional clauses for the specific type of tenders in General Instructions to Tenders/ General Conditions of Contract.
- (iii) These tender documents have been issued for the requirements mentioned in Section-VI (*List of Requirements*) which also indicates, inter-alia, the required delivery schedule and terms & place (i.e. destination) of delivery.
- (iv) This Section provides the relevant information as well as instructions to assist the prospective tenderers in preparation and submission of tenders. It also includes the mode and procedure to be adopted for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract. With this limited objective, GIT is not intended to be complete by itself and the rest of this document – SIT (*Special Instructions to Tenderers*), GCC (*General Conditions of Contract*) and SCC (*Special Conditions of Contract*) in

particular may also be thoroughly studied before filling up the Tender Document. There would be certain topics covered in GIT/SIT as well as in GCC/SCC from different perspectives. In case of any conflict between these, provisions of GCC/SCC would prevail.

- (v) The tenderes shall also read the SIT (*Special Instructions to Tenderers*) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIT and the SIT, the provisions contained in the SIT shall prevail over those in the GIT.

### **17.3.2 Language of Tender**

The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and Women Development Corporation, Bihar, shall be written in the Hindi or English language, unless otherwise specified in the Tender. However, the language or any printed literature furnished by the tenderer in connection with its tender may be written in any other language provided the same is accompanied by Hindi or English translation. For purposes of interpretation of the tender, the English translation shall prevail.

### **17.3.3 Eligible Tenderers**

This invitation for tenders is open to all suppliers who fulfil the eligibility criteria specified in these documents.

### **17.3.4 Eligible Goods and Services**

All goods and related services to be supplied under the contract shall have their origin in India or other

countries, subject to any restriction imposed in this regard as per SIT (*Special Instructions to Tenderers*). The term “origin” used in this clause means the place where the goods are mined, grown, produced, manufactured or from where the related services are arranged and supplied.

#### **17.3.5 Tendering Expense**

The tenderer shall bear all costs and expenditure incurred and/ or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. Women Development Corporation, Bihar will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the tendering process.

### **17.4 TENDER DOCUMENTS**

#### **17.4.1 Content of Tender Documents**

The tender documents includes -

- (i) Notice Inviting Tender (NIT)
- (ii) General Instructions to Tenderers (GIT)
- (iii) Special Instructions to Tenderers (SIT)
- (iv) General Conditions of Contracts (GCC)
- (v) Special Conditions of Contracts (SCC)
- (vi) List of Requirements
- (vii) Technical Specifications
- (viii) Quality Control Requirements
- (ix) Qualification/Eligibility Criteria
- (x) Tender Form
- (xi) Price Schedule
- (xii) Questionnaire
- (xiii) Bank Guarantee Form for EMD
- (xiv) Manufacturer’s Authorisation Form

- (xv) Bank Guarantee Form for Performance Security
- (xvi) Contract Form
- (xvii) Letter of Authority for attending a Bid Opening
- (xviii) Shipping Arrangements for Liner Cargoes
- (xix) Proforma of Bills for Payments

**17.4.2** The relevant details of the required goods and services, the terms, conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above – mentioned documents. The interested tenderers before formulating the tender and submitting the same to Women Development Corporation, Bihar should read and examine all the terms, conditions, instructions etc. contained in the tender documents. Failure to provide and/ or comply with the required information, instructions etc incorporated in these tender documents may result in rejection of its tender.

**17.4.3 Amendments to Tender Documents**

- (i) At any time prior to the deadline for submission of tenders, Women Development Corporation, Bihar may, for any reason deemed fit by it, modify the tender documents by issuing suitable amendment(s) to it.
- (ii) Such an amendment will be notified on CPP or in writing by registered/speed post or by fax/ e-mail followed by copy of the same by suitable recorded post to all prospective tenderers, which have received the tender documents and will be binding on them.

- (iii) In order to provide reasonable time to the prospective tenderers to take necessary action in preparing their tenders as per the amendment, Women Development Corporation, Bihar may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with the deadline.

#### **17.4.4 Pre-Bid conference**

If found necessary, a pre-bid conference may be stipulated in the SIT, for clarification/amendment to Technical specifications/techno-commercial conditions in two bid tender. All vendors are expected to point out any deficiency in the technical specifications and the same will be examined and notified in the manner stated in para-17.4.3(ii).

#### **17.4.5 Clarification of Tender Documents**

A Tender requiring any clarification or elucidation on any issue of the tender documents may take up the same with Women Development Corporation, Bihar in writing or by e-mail. Women Development Corporation, Bihar will respond in writing to such request provided the same is received by Women Development Corporation, Bihar not later than twenty one days (unless otherwise specified in the SIT) prior to the prescribed date of submission of tender. Copies of the query and clarification shall be uploaded on CPP or sent to all prospective bidders who have received the bidding documents.

### **17.5 PREPARATION OF TENDERS**

#### **17.5.1 Documents Comprising the Tender**



The tender to be submitted by Tenderer shall contain the following documents, duly filled in, as required:-

- (i) Tender Form and Price Schedule along with list of deviations from the clauses of this SBD, if any.
- (ii) Documentary evidence, as necessary in terms of GIT clause 17.3.3 & 17.5.8 (documents establishing tenderers' eligibility and qualifications) establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
- (iii) Documents and relevant details to establish in accordance with GIT clause 17.5.9 (Documents establishing Goods Conformity to Tender document) that the goods and the allied services to be supplied by the tenderer conform to the requirement of the tender documents along with list of deviations if any
- (iv) ~~Earnest Money furnished in accordance with GIT clause {17.5.10(i) – EMD} alternatively, documentary evidence as per GIT clause {17.5.10(ii) – EMD} for claiming exemption from payment of Earnest Money. (NA)~~
- (v) Questionnaire {as per clause 17.4.1 (xii)}.
- (vi) ~~Manufacturer's Authorisation Form {as per clause 17.4.1 (xiv)}.(NA)~~

**Note** – The tenderers may also enclose in their tenders, technical literature and other documents as and if considered necessary by them.

**17.5.2** A tender, that does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

**17.5.3** Tender sent by fax/e-mail shall be ignored.

**17.5.4 Tender Currencies –**

- (i) Unless otherwise specified, the tenderer shall quote only in Indian Rupees.
- (ii) Where the tender condition specifies acceptance of quotations in different currencies, then, for domestic goods, prices shall be quoted in Indian Rupees only and imported goods, prices shall be quoted either in Indian Rupees or in the currency stipulated in the SIT, mentioning, inter-alia, the exchange rate adopted for converting foreign currency into Indian Rupees. As regards price(s) for allied services, if any required with the goods, the same shall be quoted in Indian Rupees if such services are to be performed/undertaken in India. Commission for Indian Agent, if any and if payable shall be indicated in the space provided for in the price schedule and quoted in Indian Rupees only.
- (iii) Tenders, where prices are quoted in any other way shall be treated as unresponsive and rejected.

**17.5.5 Tender Prices**

- (i) The Tenderer shall indicate on the Price Schedule {as per clause 17.4.1 (xi)}, all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a

tenderer, same should be clarified accordingly by the tenderer.

- (ii) If there is more than one schedule in the List of Requirements, the tenderer has the option to submit its quotation for any one or more schedules and, also, to offer special discount for combined schedules. However, while quoting for a schedule, the tenderer shall quote for the complete requirement of goods and services as specified in that particular schedule.
- (iii) The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules {as per clause 17.4.1 (xi)}.
- (iv) While filling up the columns of the price schedule, the following aspects should be noted for compliance.
- (v) For goods offered from within India, the prices in the corresponding price schedule shall be entered separately in the following manner:-
  - (a) The price of the goods, quoted ex-factory, ex-showroom, ex-warehouse or off-the-shelf, as applicable, including all taxes and duties like sales tax, VAT, Custom Duty, Excise Duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc.(NA)
  - (b) Any sales or other taxes and any duties including excise duty, which will be payable on the goods in India if the contract is awarded.

- (c) Charges towards inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements
  - (d) The price of incidental services, as and if mentioned in List of Requirements.
- (vi) For goods offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner:
- (a) The price of goods quoted FAS/FOB port of shipment, CIF port of entry in India or CIP specified place of destination in India as indicated in the List of Requirements.
  - (b) Wherever applicable, the amount of Custom Duty and Import Duty on the goods to be imported.
  - (c) The charges for inland transportation, insurance and other local costs incidental to delivery of the goods from the port of entry in India to their final destination, as specified in the List of Requirements.
  - (d) The charges for incidental services, as and if mentioned in the List of Requirements.

(vii) **Additional information and instruction on Duties and Taxes :**

If the Tenderer desires to ask for excise duty, sales tax, custom duty etc. to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken

inclusive of such duties and taxes and no claim for the same will be entertained later.

(viii) **Excise Duty :**

- (a) If reimbursement of Excise Duty is intended as extra over the quoted prices, the supplier must specifically say so also indicating the rate, quantum and nature of the duty applicable. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of excise duty will be entertained after the opening of tenders.
- (b) If a tenderer chooses to quote a price inclusive of excise duty and also desires to be reimbursed for variation, if any, in the excise duty during the time of supply, the tenderer must clearly mention the same and also indicate the rate and quantum of excise duty included in its price. Failure to indicate all such details in clear terms may result in statutory variations being denied to the tenderer.
- (c) Subject to sub clause 17.5.5 {(viii) (a) & (b)} above, any change in excise duty upward/downward as a result of any statutory variation in excise duty taking place within original delivery period shall be allowed to the extent of actual quantum of excise duty paid by the supplier. In case of downward revision in excise duty, the actual quantum of reduction of excise duty shall be reimbursed to BIHAR GOVT. by the

supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.

(ix) **Sales Tax/VAT/CST/GST :**

If a tenderer asks for Sales Tax/VAT/CST/GST to be paid extra, the rate and nature of such taxes applicable should be shown separately. Such taxes will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to such taxes and is payable as per the terms of the contract.

(x) **Wherever Value Added Tax is applicable, the following may be noted:**

- (a) The tenderer should quote the exact percentage of VAT that they will be charging extra.
- (b) While quoting the rates, tenderer should pass on (by way of reduction in prices) the set off/input tax credit that would become available to them by switching over to the system of VAT from the existing system of sales tax, duly stating the quantum of such credit per unit of the item quoted for.
- (c) The tenderer while quoting for tenders should give the following declaration:-

“We agree to pass on such additional set off/input tax credit as may become available in future in respect of all the inputs used in the manufacture of the final product on the date of supply under the VAT scheme by way of reduction in

price and advise the purchaser accordingly”.

- (d) The supplier while claiming the payment shall furnish the following certificate to the paying authorities :-

“We hereby declare that additional set offs/input tax credit to the tune of Rs.\_\_\_\_ has accrued and accordingly the same is being passed on to the purchaser and to that effect the payable amount may be adjusted.

(xi) **Octroi and Local Taxes**

- (a) Unless otherwise stated in the SIT, the goods supplied against contracts placed by Women Development Corporation, Bihar are not exempted from levy of Town Duty, Octroi Duty, Terminal Tax and other Levies of Local Bodies. In such cases, the supplier should make the payment to avoid delay in supplies and forward the receipt of the same to the purchasing department for reimbursement and, also, for further necessary action.
- (b) In cases where exemption is available, suppliers should obtain the exemption certificate from the purchasing department to avoid payment of such levies and taxes.

(xii) **Duties/Taxes on Raw Material**

Women Development Corporation, Bihar is not liable for any claim from the supplier on account of fresh imposition and/or increase (including statutory increase) of excise duty, custom duty, sales tax etc. on raw materials and/or

components used directly in the manufacture of the contracted goods taking place during the pendency of the contract, unless such liability is specifically agreed to in terms of the contract.

(xiii) **Imported Stores not liable to Above-mentioned Taxes and Duties :**

Above mentioned Taxes and Duties are not leviable on imported Goods and hence would not be reimbursed.

(xiv) **Custom Duty**

In respect of imported stores offered from abroad, the tenderer shall specify the rate as well as the total amount of customs duty payable. The tenderer shall also indicate the corresponding Indian Customs Tariff Number applicable for the goods in question.

- (a) For transportation of imported goods offered from abroad, relevant instructions as incorporated under GCC clause of “*Transportation of Goods*”, shall be followed.
- (b) For insurance of goods to be supplied, relevant instructions as provided under GCC clause “*Insurance*” shall be followed.
- (c) Unless otherwise specifically indicated in this tender document, the terms FOB, FAS, CIF, CIP etc. for imported goods offered from abroad, shall be governed by rules & regulations prescribed in the current edition of “*INCOTERMS*”, published by the International Chamber of Commerce.
- (d) The need for indication of all such price components by the tenderers, as required in



this clause is for the purpose of comparison of the tenders by Women Development Corporation, Bihar and will no way restrict Women Development Corporation, Bihar's right to award the contract on the selected tenderer on any of the terms offered.

#### **17.5.6 Indian Agent**

If a foreign tenderer has engaged an agent in India in connection with its tender, the foreign tenderer, in addition to indicating Indian Agent's commission, if any, in a manner described under GIT sub clause 17.5.4 (ii) above, shall also furnish the following information:

- (i) The complete name and address of the India Agent and its permanent income tax account number as allotted by the Income Tax authority.
- (ii) The details of the services to be rendered by the agent for the subject requirement.
- (iii) One manufacturer can authorise only one agent/dealer. Also one agent cannot represent more than one supplier or quote on their behalf in a particular tender enquiry. Such quote is likely to be rejected. There can be only one bid from :-
  - (a) The principal manufacturer directly or one Indian Agent on his behalf.
  - (b) The foreign principal or any of its branch/division.
  - (c) Indian/Foreign Agent on behalf of only one Principal.
- (iv) In case the bidder is an Indian Agent of foreign principal, it needs to be enlisted with the DGS&D under compulsory enlistment scheme.

**17.5.7 Firm Price/Variable Price.**

- (i) Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account.
- (ii) In case the tender documents require offers on variable price basis, the price quoted by the tenderers will be subject to adjustment during original delivery period to take care of the changes in the cost of labour and material components in accordance with the price variation formula to be specified in the SIT. If an tenderer submits firm price quotation against the requirement of variable price quotation, that tender will be prima-facie acceptable and considered further, taking price variation asked for by the tenderer as zero.
- (iii) However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in GIT clause 17.5.5 will apply for both firm price tender and variable price tender.
- (iv) Subject to provisions of Clause 17.5.4 above, where prices are quoted in foreign currencies, involving imports – Foreign Exchange Rate Variation (ERV) would be borne by the Purchaser within the original Delivery Period. The offer of the Tenderer should indicate import content and the currency used for calculating import content.
- (v) Base Exchange rate of each major currency used for calculating Foreign Exchange content of the contract should be indicated. The base date of ERV would be opening date of tender and

variation of ERV beyond would be from the date of opening of tender to the date of remittance to the foreign principal by the supplier. However no variation in price will be allowed if the variation in the rate of exchange remains within the limit of plus/minus 3%. Any increase or decrease in the custom duty by reason of variation in the rate of exchange in terms of contract will be to the buyer's account.

- (vi) In case delivery period is re-fixed/ extended, ERV will not be admissible, if this is due to default of the supplier.
- (vii) **Documents for claiming ERV**
  - (a) A bill of ERV claims enclosing working sheet.
  - (b) Banker's Certificate/Debit Advice detailing FE paid and exchange rate.
  - (c) Copies of import order placed on supplier.
  - (d) Invoice of supplier for the relevant import order.

#### **17.5.8 Documents Establishing Tenderer's Eligibility and Qualifications**

- (i) Pursuant to GIT clause 17.5.1, the tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.
- (ii) The documentary evidence needed to establish the tender's qualifications shall fulfil the following requirements:
  - (a) In case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorised by the goods manufacturer to quote for and supply

the goods to Women Development Corporation, Bihar. The tenderer shall submit the manufacturer's authorisation letter to this effect as per the standard form provided under Section-XIV in this document.

- (b) The tenderer has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section-IX in this document.
- (c) In case the tenderer is not doing business in India, it is/will be duly represented by an agent stationed in India fully equipped and able to carry out the required contractual functions and duties of the supplier including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/ or technical specifications.
- (d) In case the tenderer is an Indian agent quoting on behalf of a foreign manufacturer, the India agent is already enlisted under the compulsory Enlistment Scheme of Ministry of Finance, Govt. of India, operated through Director General of Supplies & Disposals (DGS&D) New Delhi.

#### **17.5.9 Documents Establishing Good's Conformity to Tender document**

- (i) The tenderer shall provide in its tender the required as well as the relevant documents like technical data, literature, drawing etc. to

establish that the goods and services offered in the tender fully conform to the goods and services specified by Women Development Corporation, Bihar in the tender documents. For this purpose the tenderer shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by Women Development Corporation, Bihar in the tender documents to establish technical responsiveness of the goods and services offered in its tender.

- (ii) In case there is any variation and/ or deviation between the goods & services prescribed by Women Development Corporation, Bihar and that offered by the tenderer, the tenderer shall list out the same in a chart form without ambiguity along with justification, and provide the same along with its tender.
- (iii) If a tenderer furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to Women Development Corporation, Bihar in this regard.

#### **17.5.10 Earnest Money Deposit (EMD)**

- (i) Pursuant to GIT clause 17.5.1 (iv) the tenderer shall furnish along with its tender, earnest money for amount as shown in the List of Requirements. The Earnest money is required to protect Women Development Corporation, Bihar against the risk of the tenderer's unwarranted

conduct as amplified under sub-clause 17.6.3 (ii) below.

- (ii) ~~The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with DGS&D or with National Small Industries Corporation or with BIHAR GOVT. are exempted from payment of earnest money. In case the tenderer falls in these categories, it should furnish certified copy of its valid registration details (with DGS&D or NSIC or BIHAR GOVT. as the case may be).~~ (NA)
- (iii) The earnest money shall be denominated in Indian Rupees.
- (iv) The earnest money shall be furnished in one of the following forms :
  - (a) Account Payee Demand Draft\* or
  - (b) Fixed Deposit Receipt\* or
  - (c) Banker's Cheque\* or
  - (d) Bank Guarantee+,
  - \* These shall be drawn on any scheduled commercial bank in India.
  - + the same is to be provided from scheduled commercial bank in India as per the format specified under Section XIII.
- (v) The Earnest Money shall be valid for a period of forty five days beyond the validity period of the tender.
- (vi) Unsuccessful tenderer's earnest monies will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money

will be returned without any interest, after receipt of performance security from that tenderer.

- (viii) Earnest Money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender. The successful tenderer's earnest money will be forfeited if it fails to furnish the required performance security within the specified period.

#### **17.5.11 Validity of offer**

- (i) If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 120 days in case of two bid system after the date of tender opening prescribed in the tender document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- (ii) In exceptional cases, the tenderers may be requested by Women Development Corporation, Bihar to extend the validity of their tenders upto a specified period. Such request(s) and responses thereto shall be conveyed through CPP/e-mail/fax etc. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly.
- (iii) In case the day upto which the tenders are to remain valid falls on/subsequently declared a holiday or closed day for Women Development Corporation, Bihar, the tender validity shall

automatically be extended upto the next working day.

- (iv) **Compliance with the Clauses of Tender Document:** - Tender must comply with all the clauses of Tender Document. In case there are any deviations, these should be listed in a chart from without any ambiguity along with justification.

#### **17.5.12 Signing and Sealing of Tender**

- (i) An authenticated copy of the document which authorizes the signatory to commit on behalf of the firm shall accompany the offer. The individual signing the tender or any other documents connected therewith should clearly indicate his full name and designation and also specify whether he is signing
- (a) As Sole Proprietor of the concern or as attorney of the Sole Proprietor;
  - (b) As Partner(s) of the firm;
  - (c) As Director, Manager or Secretary in case the of Limited Company duly authorized by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.
- (ii) The authorisation signatory of the tenderer must sign the tender at appropriate places and initial the remaining pages of the tender.
- (iii) The tenderers shall submit their tenders as per the instructions contained in GIT clause 17.5.
- (iv) The tender shall either be typed or written in indelible ink and the same shall be signed by the tenderer or by a person(s) who has been duly authorised to bind the tenderer to the contract.



The letter of authorisation shall be by a written power of attorney, which shall also be furnished along with the tender.

- (v) The tender shall be duly signed at the appropriate places as indicated in the tender documents and all other pages of the tender including printed literature, if any shall be initiated by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initiated by the person(s) signing the tender.
- (vi) The tenderer is to seal the tender in envelope writing the address of Women Development Corporation, Bihar and tender reference number on the envelope. The sentence “Not to be opened” before 4.00 pm Date : ..... (the tenderer is to put the date & time of tender opening) are to be written on envelope. The inner envelopes are then to be put in a bigger outer envelope, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, Women Development Corporation, Bihar will not assume any responsibility for its misplacement, premature opening, late opening etc. as above.
- (vii) For purchasing capital equipment, high value plant, machinery etc. of complex and technical nature, tender document will seek quotation in two parts (Two Bid System) – first part containing the relevant technical details of the equipment/machinery etc. and in the second part, price quotation along with other allied

issues. First part will be known as 'Technical Bid' and the second part 'Financial Bid'. Tenderer shall seal separately 'Technical Bid' and 'Financial Bid' and covers will be suitably super scribed. Both these sealed covers shall be put in a bigger cover and sealed and evaluation would be done as described at para 5.1 of Chapter-5. Further details would be given in SIT, if considered necessary. However the procedure adopted by NIC for two bid system may be followed in case of e-procurement.

## **17.6 SUBMISSION OF TENDERS**

### **17.6.1 Submission of Tenders**

- (i) Unless otherwise specified, the tenderers are to deposit the tenders in the tender box kept for this purpose at a place as indicated in NIT. In case of bulky tender, which cannot be put into tender box, the same shall be submitted by the tenderer by hand to the designated officers of Women Development Corporation, Bihar, as indicated in clause (i) of NIT. The officer receiving the tender will give the tenderer an official receipt duly signed with date and time.
- (ii) The tenderers must ensure that they deposit their tenders not later than the closing time and date specified for submission of tenders. In the event of the specified date for submission of tender falls on/is subsequently declared a holiday or closed day for Women Development Corporation, Bihar, the tenders will be received upto the appointed time on the next working day.

### **17.6.2 Late Tender**

A tender, which is received after the specified date and time for receipt of tenders will be treated as “late” tender and will be ignored.

### **17.6.3 Alteration and Withdrawal of Tender**

- (i) The tenderer, after submitting its tender, is permitted to alter/modify its tender so long as such alterations/modifications are received duly signed, sealed and marked like the original tender, within the deadline for submission of tenders. Alterations/modifications to tenders

received after the prescribed deadline will not be considered.

- (ii) No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a tenderer withdraws the tender during this period, it will result in forfeiture of the Earnest Money furnished by the tenderer in its tender besides other sanctions by Women Development Corporation, Bihar.

## **17.7 TENDER OPENING**

### **17.7.1 Opening of Tenders**

- (i) Women Development Corporation, Bihar will open the tenders at the specified date and time and at the specified place as indicated in clause 17.2 (i) of NIT. In case the specified date of tender opening falls on/is subsequently declared a holiday or closed day for Women Development Corporation, Bihar, the tenders will be opened at the appointed time and place on the next working day.
- (ii) Authorised representatives of the tenderers, who have submitted tenders on time may attend the tender opening, provided they bring with them letter(s) of authority as per the format in SBD XVII from the corresponding tenderers. The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representative's names & signatures and corresponding tenderer's names and addresses.
- (iii) During the tender opening, the tender opening official(s) will read the salient features of the

tenders like description of the goods offered, price, special discount if any, delivery period, whether earnest money furnished or not and any other special features of the tenders, as deemed fit by the tender opening official(s).

- (iv) In the case of two bid system mentioned in clause 17.5.12 (vii) above, the bids shall be scrutinized and evaluated by the competent committee/authority with reference to parameters prescribed in the tender document as per procedure prescribed at para 5.1 of Chapter-5. Other financial bids would be returned unopened to the respective bidders under Registered AD/Speed Post or any other mode with proof of delivery.

## **17.8 SCRUTINY AND EVALUATION OF TENDERS**

### **17.8.1 Basic Principle**

Tenders will be evaluated on the basis of the terms & conditions already incorporated in the tender document, based on which tenders have been received and the terms, conditions etc. mentioned by the tenders in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.

### **17.8.2 Preliminary Scrutiny of Tenders**

- (i) The tenders will first be scrutinized to determine whether they are complete and meet essential and important requirements, conditions etc. as prescribed in the tender document. The tenders, that do not meet the basic requirements, are liable to be treated as unresponsive and ignored.

- (ii) The following are some of the important aspects, for which a tender may be declared unresponsive and ignored;
  - (a) Tender is unsigned.
  - (b) Tender is not eligible.
  - (c) Tender validity is shorter than the required period.
  - (d) Required EMD has not been provided.
  - (e) Tenderer has quoted for goods manufactured by a different firm without the required authority letter from that manufacturer.
  - (f) Tenderer has not agreed to give the required performance security.
  - (g) Goods offered are sub-standard, not meeting the required specification etc.
  - (h) Tenderer has not agreed to essential condition(s) specially incorporated in the tender enquiry.
  - (i) Against a schedule in the List of Requirement (incorporated in the tender enquiry), the Tenderer has not quoted for the entire requirement as specified in that schedule. For example – in schedule it has been stipulated that the Tenderer will supply the equipment, install and commission it and also train Women Development Corporation, Bihar's officials for operating the equipment. The tenderer has however, quoted only for supply of the equipment).

### **17.8.3 Minor Infirmary/irregularity/Non-Conformity**

If during the preliminary examination, Women Development Corporation, Bihar find any minor infirmity and/ or irregularity and/ or non-conformity in a tender, Women Development Corporation, Bihar may waive the same provided it does not constitute any material deviation and financial impact and also

does not prejudice or affect the ranking order of the tenderers. Wherever necessary, Women Development Corporation, Bihar will convey its observation on such minor issues to the tenderer through CPP/registered/speed post etc. asking the tenderer to respond by a specific date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

#### **17.8.4 Discrepancy in Prices**

- (i) If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless Women Development Corporation, Bihar feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- (ii) If there is an error in a total price, which has been worked out through addition and/ or subtraction of subtotals, the subtotals shall prevail and the total corrected; and
- (iii) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 17.8.4(i) & 17.8.4(ii) above.
- (iv) If, as per the judgement of Women Development Corporation, Bihar, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered/speed post. If the tenderer does not agree to the observation of Women Development Corporation, Bihar, the tender is liable to be ignored.

**17.8.5 Discrepancy between original and copies of Tender**

~~In case tender is invited in duplicate, any discrepancy observed between the text etc. of the original copy and that in the other copies of the same tender set, the text etc. of the original copy shall prevail. Here also, BIHAR GOVT. will convey its observation suitably to the tenderer by register/speed post and, if the tenderer does not accept BIHAR GOVT.'s observation, that tender will be liable to be ignored. (NA)~~

**17.8.6 Clarification of Bids**

During evaluation and comparison of bids, purchaser may, at its discretion ask the bidder for clarification of its bid. The clarification should be received within 15 days from the issue of letter to the bidder. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.

**17.8.7 Qualification/Eligibility Criteria**

Tenders of the tenderers, who do not meet the required qualification/eligibility criteria prescribed in Section IX, will be treated as unresponsive and will not be considered further.

**17.8.8 Conversion of tender currencies of Indian Rupees**

In case of tender document permits the tenderers to quote their prices in different currencies, all such quoted prices of the responsive tenderers will be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the BC selling exchange rates established by the State Bank of India for similar transactions, as on the date of tender opening.



**17.8.9 Schedule-wise Evaluation**

In case the list of requirements contains more than one schedule, the responsive tenders will be evaluated and compared separately of each schedule. The tender for schedule will not be considered if the complete requirements prescribed in that schedule are not included in the tender. However, as already mentioned in GIT sub clause 17.5.5 (ii), tenderers have the option to quote for any one or more schedules and offer discounts for combined schedules. Such discounts, wherever applicable, will be taken into account to determine the tender or combination of tenders offering the lowest evaluated cost for Women Development Corporation, Bihar in deciding the successful tenderer for each schedule, subject to that tenderer(s) being responsive.

**17.8.10 Comparison on CIF/CIP Destination Basis**

Unless mentioned otherwise in Section-III – Special Instructions to Tenderers and Section –VI – List of Requirements, the comparison of the responsive tenders shall be on CIF/CIP destination basis, duly delivered, commissioned, etc. as the case may be.

**17.8.11 Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders**

- (i) Further to GIT Clause 17.8.9 above, Women Development Corporation, Bihar's evaluation of a tender will include and take into account the following:
  - (a) In the case of goods manufactured in India or goods of foreign origin already located in India, sales tax & other similar taxes and excise duty & other similar duties, which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and

- (b) In the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the tenderer) on the goods if the contract is awarded on the tenderer.
- (ii) Women Development Corporation, Bihar's evaluation of tender will also take into account the additional factors, if any, incorporated in SIT in the manner and to the extent indicated therein.
- (iii) ~~As per policies of the Government from time to time, the purchaser reserves its option to give price preference to Small Scale Industries in comparison to the large scale Industries. This price preference cannot however be taken for granted and every endeavour need to be made by such firms to bring down cost and achieve competitiveness.-(NA)~~
- (iv) If the tenders have been invited on variable price basis, the tenders will be evaluated, compared and ranked on the basis of the position as prevailing on the day of tender opening and not on the basis of any future date.

#### **17.8.12 Tenderer's capability to perform the contract**

- (i) Women Development Corporation, Bihar, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily. If, there is more than one schedule in the List of Requirements, then, such determination will be made separately for each schedule.

- (ii) The above mentioned determination will, inter-alia, take into account the tenderer's financial, technical and production capabilities for satisfying all the requirements of Women Development Corporation, Bihar as incorporated in the tender document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the tenderer in its tender as well as such other allied information as deemed appropriate by Women Development Corporation, Bihar.

**17.8.13 Cartel Formation/Pool Rates**

Cartel formation or quotation of Pool/Co-ordinated rates, leading to “Appreciable Adverse Effect on Competition” (AAEC) as identified in Competition Act, 2002, as amended by Competition (Amendment) Act, 2007, would be considered as a serious misdemeanour and would be dealt accordingly as per clause 17.9.5 below.

**17.8.14 Negotiations**

Normally there would be no price negotiations. But Women Development Corporation, Bihar reserves its right to negotiate with the lowest acceptable bidder (L1), who is technically cleared/approved for supply of bulk quantity and on whom the contract would have been placed but for the decision to negotiate, under special circumstances in accordance with CVC guidelines i.e. normally there should be no negotiation. Selection of contractors by negotiations should be a rare exception rather than the rule and may be resorted to only in the exceptional circumstances under the following circumstances :-

- (i) Where the procurement is done on proprietary basis
- (ii) Items to be procured are supplied by only a limited sources of supply
- (iii) Items where there is suspicion of cartel formation.

**17.8.15 Contracting Women Development Corporation, Bihar**

- (i) From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact Women Development Corporation, Bihar for any reason relating to this tender enquiry and/or its tender, it should do so only in writing.
- (ii) It will be treated as a serious misdemeanour in case a tenderer attempts to influence Women

Development Corporation, Bihar's decision on scrutiny, comparison, evaluation and award of the contracts. In such a case the tender of the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by Women Development Corporation, Bihar, in terms of clause 17.9.5 of GIT.

## **17.9 AWARD OF CONTRACT**

### **17.9.1 Women Development Corporation, Bihar's Right to accept any Tender and Reject any or All Tenders**

Women Development Corporation, Bihar reserves the right to accept in part or in full any tender or reject any tender without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers.

### **17.9.2 Award Criteria**

Subject to GIT clause 17.8.12 above, the contract will be awarded to the evaluated most responsive tenderer decided by Women Development Corporation, Bihar in terms of GIT Clause 17.8.10.

### **17.9.3 Variation of Quantities at the Time of Award**

~~No variation of quantities at the time of awarding the contract.~~ (NA)

### **17.9.4 Parallel Contracts**

Women Development Corporation, Bihar reserves its right to conclude Parallel contracts, with more than one bidder (for the same tender). If this is foreseen at

the time of Tendering, a clause would be included in SIT giving further details.

### **17.9.5 Serious Misdemeanours**

- (a) Following would be considered serious misdemeanours:
  - (i) Submission of misleading /false / fraudulent information/documents by the bidder in their bid.
  - (ii) Submission of fraudulent/unencashable Financial Instruments stipulated under Tender or Contract Condition.
  - (iii) Violation of Code of Ethics laid down in Clause 25.32 of GCC.
  - (iv) Cartel formation or quotation of Pool/Co-ordinated rates leading to “Appreciable Adverse Effect on competition” (AAEC) as identified under the Competition Act 2002.
  - (v) Deliberate attempts to pass off inferior goods or short quantities.
  - (vi) Violation of Fall Clause by Rate Contract holding Firms.
  - (vii) Attempts to influence Women Development Corporation, Bihar’s decisions on scrutiny, comparison, evaluation and award of Tender.
- (b) Besides, suitable administrative actions, like rejecting the offers or delisting of registered firms, Women Development Corporation, Bihar would ban/blacklist Tenderers committing such misdemeanour, including declaring them ineligible to be awarded Women Development Corporation, Bihar contracts for indefinite or for a stated period.

**17.9.6 Notification of Award**

- (i) Before expiry of the tender validity period, Women Development Corporation, Bihar will notify the successful tenderer(s) through CPP/registered/speed post or by fax/e-mail (to be confirmed by registered/speed post) that its tender for goods & services, which have been selected by Women Development Corporation, Bihar, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful tenderer must furnish to Women Development Corporation, Bihar the required performance security within 30 days from the date of this notification. Relevant details about the performance security have been provided under GCC Clause under Section –IV.
- (ii) The notification of award shall constitute the conclusion of the contract.

**17.9.7 Issue of Contract**

- (i) Within seven working days of receipt of performance security, Women Development Corporation, Bihar will send the contract form (as per Section XVI) duly completed and signed, in duplicate, to the successful tendered by registered/speed post.
- (ii) Within seven days from the date of issue of the contract, the successful tenderer will return the original copy of the contract, duly signed and dated to Women Development Corporation, Bihar by registered/speed post.

**17.9.8 Non-receipt of Performance Security and Contract by Women Development Corporation, Bihar**

Failure of the successful tenderer in providing performance security within 14 days of issue of RC/Supply Order shall make the tenderer liable for forfeiture of its EMD and, also, for further sanctions by Women Development Corporation, Bihar against it.

**17.9.9 Return of EMD**

The Earnest Money of the successful tenderer and the unsuccessful tenderers will be returned to them without any interest, whatsoever, in terms of GIT clause.

**17.9.10 Publication of Tender Result**

The name and address of the successful tenderer(s) receiving the contract(s) will be mentioned in the notice board / Women Development Corporation, Bihar website.



## 18. Additional General Instructions Applicable to Specific Types of Tenders

**18.1 Rate Contract Tenders** – In addition to the GIT as mentioned in the Section –II above {Clause- 17.3 to 17.9}, following GIT will be applicable to rate contract tenders:

- (i) ~~Earnest Money Deposit is not applicable.~~ (NA)
- (ii) In the schedule of Requirement, no commitment of quantity is mentioned; only the anticipated requirement is mentioned without any commitment.
- (iii) Women Development Corporation, Bihar reserves the right to conclude more than one rate contract for the same item.
- (iv) Unless otherwise specified in SIT, the period of a Rate Contract would normally be for one year, extendable by two more years based on performance of the agency & requirement of Women Development Corporation, Bihar.
- (v) During the period of Rate Contract, Women Development Corporation, Bihar may withdraw the Rate Contract by serving suitable notice. The prescribed notice period is generally thirty days.
- (vi) During the period of Rate Contract, in case of emergency, Women Development Corporation, Bihar may purchase the same item through adhoc contract with a new supplier.
- (vii) During the period of Rate Contract, Women Development Corporation, Bihar would have the option to renegotiate the price with the rate contract holders.
- (viii) Usually, the terms of delivery in rate contracts are FOR destination station (District Headquarters in Bihar or State Headquarter as required).
- (ix) Supply orders, incorporating definite quantity of goods to be supplied along with all other required conditions following the rate contract terms, will be issued by the

concerned Procuring Officer for obtaining supplies through the rate contract.

- (x) Women Development Corporation, Bihar is entitled to place supply orders up to the last day of the validity of the rate contract and, though supplies against such supply orders will be affected beyond the validity period of the rate contract, all such supply will be guided by the terms & conditions of the rate contract.
- (xi) The rate contract will be guided by “Fall Clause” as described below.

### **18.2 Fall Clause**

If the rate contract holder reduces its price or sells or even offers to sell the rate contracted goods, following conditions of sale similar to those of the rate contract, at a price lower than the rate contract, to any person or organisation during the period of the rate contract, the rate contract price will be automatically reduced with effect from the date for all the subsequent supplies under the rate contract and the rate contract amended accordingly. Any violation of the fall clause would be considered a serious misdemeanour under clause of the GIT and action, as appropriate, would be taken as per provision of that clause.

### **18.3 Performance Security**

Value of Performance Security would be stipulated in the SIT, Performance Security shall, however, not be demanded again in the individual supply orders issued subsequently against rate contracts.

### **18.4 Renewal of Rate Contracts**

In case, it is not possible to conclude new rate contracts before the expiry of existing rate contracts would be extended with same terms, conditions etc for a period of two more

year, with the consent of the rate contract holders. Rate contracts of the firms, who do not agree to such extension, will be left out. Period of such extension would generally not be normally more than three months.

## **19. Prequalification Bidding**

- 19.1** Prequalification Bidding is for short listing of qualified Bidders who fulfil the Prequalification criteria as laid down in SIT or in Section-IX of SBD – Qualification Criteria, for procurement of goods or services as listed in Section –VI of SBD – List of Requirements. Shortlisted Bidders would be informed of their qualification and short listing in accordance with the stipulations laid down in the SIT. Unless otherwise stipulated in the SIT the PQB short listing would be valid only till the next procurement tender. Further conditions will be elaborated in the SIT.
- 19.2** If stipulated in the SIT, only these shortlisted qualified bidders would be invited to participate in the Procurement of the requirements. Otherwise SIT may also indicate that instead of floating a separate PQB tender, it may be combined with the Procurement Tender, as a three bid tender. Initially the first Packet containing PQB would be opened and evaluation would be done. Thereafter the rest of tender would be handled as a two bid system for only those bidders who succeed in PQB.

## **20. Tenders involving Samples**

### **20.1 (NA)**

**20.2** Purchaser's Samples : If indicated in the SIT, A Purchaser's sample may be displayed to indicate required characteristics over and above the Specifications for perusal of the bidders. Name and Designation of the Custodian, Place, Dates and Time of inspection of Purchaser's sample will be indicated in the SIT. The supplies in the contract will have to meet the indicated required characteristics for which the Purchaser's sample was displayed, besides meeting the specifications listed in Section –VII – Technical Specifications of the SBD. He would be issued a sealed Purchaser's sample for the purpose at the time of award of the contract.

**20.3** Pre-Production Samples : If stipulated in SIT, successful contractor would be required to submit a Pre-Production sample(s) to the Inspecting Officer/ or the nominated authority mentioned in the contract within the time specified therein. If the Contractor is unable to do so, he must apply immediately to the office issuing the acceptance of tender for extension of time stating the reasons for the delay. If the Purchaser is satisfied that a reasonable ground for an extension of time exists, he may allow such additional time as he considers to be justified (and his decision shall be final) with or without alteration in the delivery period stipulated in the contract and on such conditions as he deems fit. In the event of the failure of the Contractor to deliver the pre-production sample by the date specified in the acceptance of tender or any other date to which the time may be extended as aforesaid by the Purchaser or of the rejection of the sample, the Purchaser shall be entitled to cancel the contract and, if so desired, purchase or authorise the purchase of the stores at the risk and cost of the Contractor (unless specified otherwise in the SIT). In such an event, in

case of Security Items where urgency develops due to such delays, Women Development Corporation, Bihar reserves its right to procure not more than one year's requirement against this "Risk & Cost" tender from existing pre-qualified and security cleared firms. Bulk supply will only be allowed if this sample(s) pass the tests laid down in the Section –VIII – Quality Control Requirements in the SBD.

- 20.4** Testing of Samples : Tests, procedures and testing laboratories for testing samples would be detailed in the Section –VIII – Quality Control Requirements in the SBD.
- 20.5** Validation/Prolonged Trials : If specified in SIT or in the Section –VIII – Quality Control Requirements in the SBD, pre-production samples may have to undergo validation or extended trial before their performance can be declared satisfactory.
- 20.6** Parameters settings and duration of Validation Tests would be indicated in the Section –VIII – Quality Control Requirements in the SBD. It would also stipulate the period or event marking end of validation trials. It would also be indicated therein whether the Permission to start bulk production will have to wait full validation or it can go on in parallel.

**21. ~~Expression of Interest (EOI) Tenders: (NA)~~**

**21.1** EOI tenders are floated for short listing firms who are willing and qualified for:-

- (i) Registration of Vendors for supply of particular Stores or certain categories of Stores.
- (ii) Development of new items or Indigenisation of Imported stores.

**21.2** The qualification/eligibility criteria required and the format of submission of such Data would be indicated in the Section-IX – Qualification Criteria, in the SBD.

**21.3** Objectives and scope of requirement would be indicated in the Section VI – List of Requirements, in the SBD. Indicative quantity required yearly and its future requirements would also be indicated.

**21.4** In case of EOI for development of new items or for indigenisation, prospective firms would be given opportunity to inspect the Machine/item at the place of installation at the place, dates and time mentioned in SIT.

**21.5** In case EOI is for registration of vendors, Registration Fees and validity period of registration would be detailed in the SIT.

**21.6** Short List of Suppliers: The suppliers shall be evaluated for short listing, inter-alia, based on their past experience of supplying goods in similar context, financial strength, technical capabilities etc. Each supplier will be assigned scores based on weightages, assigned to each of the criteria mentioned in the Section –IX – Qualification Criteria, in the SBD.

**21.7** If stipulated in the SIT, the firm's capacity and capability may be assessed by a nominated committee or by a third party nominated by BIHAR GOVT..

**21.8** All suppliers who secure the minimum required marks (normally 50% unless otherwise specified in the Section IX) would be short listed. Section IX may alternatively specify

minimum qualifying requirement for each of the criteria i.e. minimum years of experience, minimum number of assignments executed, minimum turnover etc. Under such circumstances, all suppliers who meet the minimum requirement, as specified, will be short listed.

**21.9** In case of EOI for registration of vendors, registration letters would be issued to the shortlisted tenderers.

**21.10** In case of EOI for development/indigenisation, these shortlisted tenderes would only be allowed to participate in the subsequent development/indigenisation tenders.



**22. ~~Tenders for Disposal of Scrap (NA)~~**

**22.1** Introduction – The tender is for Sale of Scrap material lying at various locations. Details of scrap for sale including Description, Present Condition, Lot Size and its location would be given in the Section VI- List of Requirements. Detailed instructions in this regard are contained in Chapter-14 (Disposal).

**22.2** Basis of this sale-

- (i) The sale of scrap is strictly on “As is; Where is; whatever is” basis. Tenderer must satisfy himself on all matters with regard to quality, quantity, nature of stores etc., before tendering as no complaint or representation of any kind shall be entertained after the sale contract is concluded.
- (ii) The description of lot in the particulars of sale has been given for the purpose of identification thereof only and the use of such description shall not constitute the sale thereof to be sale by description and no sale shall be invalid by reason of any defect or deviation or variation in any lot or on account of any lot not being exactly described and the purchaser shall not be entitled to claim any damage or compensation whatsoever on account of such fault, error in description, weight or the like.
- (iii) All quantities of scrap whether by weight or measurement mentioned in the Tender notice are only approximate and should the quantity, on actual weight or measurement basis as the case may be and whenever delivered on such basis, works out less than the advertised and/or projected quantity, the BIHAR GOVT. shall not under any circumstances be liable to make good any such deficiency.

- (iv) BIHAR GOVT. reserves right to increase or decrease the quantity of any item or items or terminate the contract at any stage by giving one week's notice. No claim whatsoever shall lie against the BIHAR GOVT. on account of such termination of the contract or variation in the quantity.
- (v) BIHAR GOVT. shall have the right to remove certain items which it feels were not intended for sale but were inadvertently made a part of the scrap material or of the lot offered for sale lying at the premises or were joined or attached to the material offered for sale.
- (vi) Tenderers desirous of purchasing and participating in the tender must visit the site before submitting the offer, after taking due permission from the concerned stock holders. The tenderers submitting the offers shall be deemed to have visited the site and acquainted themselves thoroughly with materials intended for sale in all respect.
- (vii) Any person giving offer shall be deemed to have made himself fully conversant with the Terms & Conditions of the Tender Sale, as well as the location and conditions of the materials being sold and shall be deemed to have agreed to all the stated terms and conditions herein under.

### **22.3 Submission of Offer:**

- (i) Unless specified otherwise in the SIT, tenders shall hold good for acceptance for a minimum period of 90 days from the date of opening of the tenders. The offers of the tenderers shall be irrevocable.
- (ii) The BIHAR GOVT. reserves right to reject any offer without assigning any reason therefore.
- (iii) Unless otherwise stated in the SIT, the amount of EMD in such tenders would be 5% of the value of the tender.

The earnest money shall be forfeited if the tenderer unilaterally withdraws amends, impairs or derogates from his offer in any respect within the period of validity of his offer.

- (iv) If the offer of the tenderer is not accepted by the BIHAR GOVT., the Earnest Money deposit made by the tenderer shall be refunded to him. No interest shall be payable on such refunds. The EMD deposited by the successful tenderer shall remain with the BIHAR GOVT. till payment of the security deposit (SD) money, as stipulated in relevant clause, has been made. It may be adjusted as part of the total SD money at the discretion of the BIHAR GOVT..
- (v) All types of taxes, duties whatever in force by State Government or India Government shall be payable extra by the purchaser as per rules applicable to BIHAR GOVT.. TIN/PAN or any other valid registration number whichever is necessary for transaction/wherever applicable must be provided in the Bid of the Tenderer.
- (vi) All arrangement for lifting and transportation of scrap material, including manpower, crane, transport vehicle and trolley etc., if required shall be made by the purchaser concerned only and the BIHAR GOVT. shall not provided or help in providing any such arrangements and the rate quoted by the purchaser must include such and all incidental charges.
- (vii) Registered dealers who are exempted from payment of Sales Tax must submit copies of their Registration Certificate of concerned authority and shall be

required to submit necessary form duly completed in all respect to BIHAR GOVT. before obtaining delivery order, duly signed by the partner of the firm or the person authorised to do so.

- (viii) Evaluation of tenders for disposal of scrap will be done on similar basis as Tenders for Procurement of Goods, except that the selection of the bidders shall be on the basis of the highest responsive Bidder (H1). In case full quantity is not offered to be taken by the H1, parallel contracts would be placed.

#### **22.4 Notification of Acceptance and Award of Contract:**

- (i) The successful tenderer, herein after referred to as purchasers, shall have to submit Performance Bank Guarantee (PBG) @ 10% of the total sale value of the contract within 5 working days of issue of contract (excluding the date of issue of sale contract). The PBG shall be deposited in the form of bank draft/pay order, drawn on any scheduled bank in favour of DACS, as mentioned in the clause of NIT in connection with EMD.
- (ii) The purchaser has to pay balance payment within 20 days from the date of notification of acceptance, which is to be issued by BIHAR GOVT. or his authorised representative, in form of Bank Draft drawn in favour of same authority as mentioned above. In case of any, default to deposit balance payment, BIHAR GOVT. reserves right to terminate the contract and forfeit the security deposit.

#### **~~22.5 Disposal Tenders for Security and Sensitive Machinery and Items (NA)~~**

- (i) Non misuse declaration: The bidder is required to give an undertaking that he or his employees or legal heirs will ensure that such items purchased from BIHAR GOVT., will be utilised only for scrap recovery and will not be misused for any other purpose. He will also ensure that this undertaking is honoured and it got underwritten from further down the line scrap processors/re-purchasers, if any. In case his firm changes hands, it will be his responsibility to ensure that the new owners honour and underwrite this undertaking.
- (ii) If stipulated in SIT delivery would be given only in dismantled/cut-up condition.

**23. ~~Development and Indigenisation Tenders:~~ (NA)**

- 23.1** If specified in SIT the contract documents may be issued free of cost, and submission of earnest money deposit and security deposit may be relaxed.
- 23.2** If specified in SIT, the tenderers may quote separately for:-
- (i) Price/rate for bulk supply of item in development/indigenization supplies and
  - (ii) Separately, cost of development including cost of pre-production samples. Firms would be paid only for the number of samples specified in the tender. If he has to manufacture more samples due to failure of earlier one, he would not be paid for it.
- 23.3** L-1 would be determined on the basis of rate of item quoted including reference to total cost of the development cost (including the cost of prototype) plus the notional total cost of quantities that will be required over next three years, wherever applicable.
- 23.4** Development contracts may, as far as feasible be concluded with two or more contractors in parallel.
- 23.5** The ratio of splitting of the supply order between various development agencies/firms in cases of parallel development, including criteria therefore, would be specified in the SIT.
- 23.6** However, in case the requirement is meagre and complex technology is involved, or quantity or the equipment/spares is limited/small/uneconomic if distributed between two vendors, the entire order could be placed upon the L1 vendor only.
- 23.7** If specified in SIT, advance and intermediate payment to suppliers may be allowed.

**Section –III****24 Special Instructions to Tenderers (SIT)**

**24.1** The following Special Instructions to Tenderers will apply for this service purchase. These special instructions will modify/ substitute/supplement the corresponding General Instructions to Tenderers(GIT) incorporated in Section–II. The corresponding GIT clause numbers have also been indicated in the text below:

**24.2** In case any conflict between the provision in the GIT and that in the SIT, the provision contained in the SIT shall prevail.

**24.3** Clauses of GIT listed below include a possibility for variation in their provisions through SIT. There could be other clauses in SIT as deemed fit.

<b>Sl. No.</b>	<b>GIT Clause No.</b>	<b>Topic</b>	<b>SIT Provision</b>
1	17.3.4	Eligible Goods and Services (Origin of Goods)	
2	17.4.4	Pre-bid Conference	
3	17.4.5	Time Limit for receiving request for clarification of Tender Documents	
4	17.5.4 (ii)	Tender Currency	
5	17.5.5 (xi)	Applicability of Octroi and Local Taxes	
6	17.5.7	PVC Clauses & Formula	
7	17.5.11	Tender Validity	
8	17.5.12(vii)	e-procurement	
9	17.8.11(ii)	Additional Factors for Evaluation of offers	
10	17.9.4	Parallel Contracts	
11	18.1	Tender for Rate Contracts	
12	19.1,19.2	PQB Tenders	
13	20.1,20.3,20.5	Tenders involving Purchaser's and Pre-production samples	
14	21.4,21.5	EOI Tenders	
16	22	Tenders for Disposal of Scrap	
17	23	Development/Indigenization Tenders	

**Section – IV****25 General Conditions of Contract (GCC)****Part-I General Conditions of Contract applicable to all types of Tenders****25.1 Definition and Interpretation**

- (i) “Contract” means the letter or memorandum communicating to the Contractor the acceptance of the tender and includes “Intimation of Award” of his tender; “Contract” includes and Bid Invitation, Instructions to Tenderers, Tender, Acceptance of Tender, General Conditions of Contract, Schedule of Requirements, particulars and the other conditions specified in the acceptance of tender which has been accepted or acted upon by the Contractor and a formal agreement, if executed.
- (ii) “Contractor” or “Supplier” means the individual or the firm supplying the goods and services. The term includes his employees, agents, successors, authorised dealers, stockists and distributors. Other homologous terms are : Vender, Firm, Manufacturer, OEM etc.
- (iii) “Drawing” means the drawing or drawings specified in or annexed to the Specifications.
- (iv) “Government” means the Central Government or State Government as the case may be.
- (v) The “Inspecting Officer” means the person, or organisation specified in the contract for the purpose of inspection of stores of work under the contract and includes his/their authorised representative.
- (vi) “Purchase Officer” means the officer signing the acceptance of tender and includes any officer



who has authority to execute the relevant contract on behalf of the Purchaser.

- (vii) The “Purchaser” means Women Development Corporation, Bihar – the organisation purchasing goods and services as incorporated in the documents.
- (viii) “Signed” includes stamped, except in the case of an acceptance of tender or any amendment thereof.
- (ix) “Test” means such test as is prescribed by the particulars or considered necessary by the Inspecting Officer whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting Officer.
- (ix) The delivery of the stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract, after approval of the Inspecting Officer if so provided in the Contract –
  - (a) The consignee at his premises;
  - (b) Where so provided, the interim consignee at his premises;
  - (c) A carrier or other person named in the contract for the purpose of transmission to the consignee;
  - (d) The consignee at the destination station in case of contract stipulating for delivery of stores at destination station.
- (x) “Writing” or “Written” includes matter either in whole or in part, in manuscript, typewritten, lithographed, cyclostyled, photographed or printed under or over signature or seal, as the case may be.

- (xi) Words in the singular include the plural and vice-versa.
- (xii) Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
- (xiii) The heading of these conditions shall not affect the interpretation or construction thereof.
- (xiv) PARTIES: The parties to the contract are the “Contractor” and the “Purchaser”, as defined above.
- (xv) “Tender” means quotation /bid received from a firm/supplier.
- (xvi) “Goods” means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, industrial plant etc. which the supplier is required to supply to Women Development Corporation, Bihar under the contract. Other homologous terms are: Stores, Materials etc.
- (xvii) “Services” means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- (xviii) “Earnest Money Deposit” (EMD) means monetary guarantee to be furnished by a Tenderer along with its tender.
- (xix) “Performance Security” means monetary guarantee to be furnished by the successful Tenderer for due performance of the contract

placed on it. Performance Security is also known as Security Deposit or Performance Bank Guarantee.

- (xx) “Consignee” means the person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of despatch to another person as provided in the Contract then that “another” person as provided in the Contract then that “another” person is the consignee, also known as ultimate consignee.
- (xxi) “Specification” or “Technical Specification” means the drawing/document/standard that prescribes the requirement to which product or service has to conform.
- (xxii) “Inspection” means activities such as measuring, examining, testing, analysing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- (xxiii) “Day” means calendar day.

## **25.2 Application**

- 25.2.1** The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same are not superseded by the Special Conditions of Contract (SCC) prescribed under Section –V of this document.
- 25.2.2** General Conditions of the contract shall not be changed from one tender to other.

### **25.2.3 Other Laws and Conditions that will Govern the Contract**

Besides GCC and SCC following conditions and Laws will also be applicable and would be considered as part of the Contract:

- (i) Indian Contract Act, 1972
- (ii) Sale of Goods Act, 1930
- (iii) Arbitration and Conciliation Act, 1996
- (iv) Competition Act, 2002 as amended by Competition (Amendment Act), 2007
- (v) Contractor's Tender Submissions including Revised Offer during Negotiations if any
- (vi) Conditions in other parts of the Tender Documents
- (vii) Correspondence including counter-offers if any, between the Contractor and Women Development Corporation, Bihar during the Tender Finalisation.
- (viii) Notification of award and Contract Documents.
- (ix) Subsequent Amendments to the Contract.

## **25.3 Use of Contract documents and information**

- 25.3.1** The supplier shall not, without Women Development Corporation, Bihar's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of Women Development Corporation, Bihar in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract

emanating from this tender document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purpose of such performance for this contract.

**25.3.2** During the process of procurement of Security or Sensitive Machinery and items, Tender Documents and the specifications/drawing of such items would be issued only after having **Non- Disclosure agreement** with the Vendors, in addition to safeguards mentioned in sub-para above.

**25.3.3** Further, the supplier shall not, without Women Development Corporation, Bihar' prior written consent, make use of any document or information mentioned in GCC's Sub-Clause 25.3.1 above except for the sole purpose of performing this contract.

**25.3.4** Except the contract issued to the supplier, each and every other document mentioned in GCC sub-clause 25.3.1 above shall remain the property of Women Development Corporation, Bihar and, if advised by Women Development Corporation, Bihar, all copies of all such documents shall be returned to Women Development Corporation, Bihar on completion of the supplier's performance and obligations under this contract.

## **25.4 Patent Rights**

The supplier shall, at all times, indemnify Women Development Corporation, Bihar, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement

of any right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against Women Development Corporation, Bihar, Women Development Corporation, Bihar shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to Women Development Corporation, Bihar.

## **25.5 Country of Origin**

- 25.5.1** All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.
- 25.5.2** The word “origin” incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.

## **~~25.6 Performance Bond/Security (NA)~~**

- 25.6.1** Within 14 days (or as specified) from the date of issue of notification of award by Women Development Corporation, Bihar, the supplier shall furnish performance security to Women Development Corporation, Bihar for an amount equal to 5-10% (as decided in consultation with Finance Division) of total value of the contract, valid up to sixty days after the date of completion of all contractual obligations by the supplier, including the warranty obligations.
- 25.6.2** The Performance Security shall be denominated in Indian Rupees or in the currency of the contract and shall be in one of the following forms:

- (i) Account Payee Demand Draft or Fixed Deposit Receipt drawn on any Commercial Bank in India, in favour of Women Development Corporation, Bihar as indicated in the clause-(iii) of NIT in reference to tender fee.
- (ii) Bank Guarantee issued by a Commercial Bank in India, in the prescribed form as provided in Section-XV of this document.

**25.6.3** In the event of any loss due to supplier's failure to fulfil its obligations in terms of the contract, the amount of the performance security shall be payable to Women Development Corporation, Bihar to compensate Women Development Corporation, Bihar for the same.

**25.6.4** In the event of any amendment issued to the contract, the supplier shall, within thirty days of issue of such amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

**25.6.5** Subject to GCC sub-clause 25.6.3 above, Women Development Corporation, Bihar will release the performance security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations.

## **25.7 Technical Specifications and Standards**

The Goods & Services to be provided by the supplier under this contract shall conform to the technical specifications and quality control parameters mentioned in "Technical Specification" and "Quality Control Requirements" under Sections VII and VIII of this document.

## **25.8 Packing and Marking**

**25.8.1** The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit upto final destination as per the contract.

**25.8.2** The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements under Sections VII and VIII and in SCC under Section V. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.

### **25.8.3 Packing Instructions**

Unless otherwise mentioned in the Technical Specification and Quality Control Requirements under Section VII and VIII and in SCC under Section V, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality :-

- (i) Contract Number and Date



- (ii) Brief description of goods including quantity
- (iii) Packing list reference number
- (iv) Country of origin of goods
- (v) Consignee's name and full address
- (vi) Supplier's name and address

## **25.9 Inspection and Quality Control**

**25.9.1** Women Development Corporation, Bihar through its nominated representative(s) will, without any extra cost to Women Development Corporation, Bihar, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. Women Development Corporation, Bihar shall inform the supplier in advance, in writing, Women Development Corporation, Bihar's programme for such inspection and, also the identity of the officials to be deputed for the purpose.

**25.9.2** The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to Women Development Corporation, Bihar's Inspector at no charge to Women Development Corporation, Bihar.

**25.9.3** If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, Women Development Corporation, Bihar's Inspector may reject them and the supplier shall replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to Women Development Corporation, Bihar and resubmit the same to Women Development Corporation, Bihar's Inspector for conducting the Inspections and tests again.

**25.9.4** In case the contract stipulates pre-despatch inspection of the ordered goods at suppliers premises, the supplier shall put up the goods for such inspection to Women Development Corporation, Bihar's Inspector well ahead of contractual delivery period, so that Women Development Corporation, Bihar's Inspector is able to complete the inspection within the contractual delivery period.

**25.9.5** If the supplier tenders the goods to Women Development Corporation, Bihar's Inspector for inspection at the last moment without providing reasonable time to the Inspector for completing the inspection within the contractual delivery period, the Inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and

this will be without any prejudice to the legal rights and remedies available to Women Development Corporation, Bihar under the terms & conditions of the contract.

**25.9.6** Women Development Corporation, Bihar's contractual right to inspect, test and if necessary, reject the goods after the goods arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by Women Development Corporation, Bihar's inspector during pre-despatch inspection mentioned above.

**25.9.7** Goods accepted by Women Development Corporation, Bihar and/ or its Inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute Women Development Corporation, Bihar's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause.

## **25.10 Terms of Delivery**

Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the contract.

## **25.11 Transportation of Goods**

**25.11.1** The supplier shall not arrange part-shipments and/ or transshipment without the express/prior written consent of Women Development Corporation, Bihar.

**25.11.2 Instructions for transportation of domestic goods including goods already imported by the**

**supplier under its own arrangement:** In case no instruction is provided in this regard in the SCC, the supplier will arrange transportation of the ordered goods as per its own procedure.

#### **25.11.3 Shipping Arrangement for Foreign Contracts:**

In the case of FOB/FAS contracts, shipping arrangements shall be made by the Ministry of Shipping and Transport, in accordance with details given in SBD Section –XVIII. The contractor shall give adequate, notice to the Forwarding Agents/Nominees about the readiness of the Cargo from time to time and at least Six Weeks notice in advance of the required position for finalising the shipping arrangements. In the case of CIP/CIF contracts, the Contractor shall arrange shipment in accordance with the requirements of the Ministry of Shipping & Transport, indicated in the same SBD section (as applicable).

### **25.12 Insurance**

**25.12.1** Unless Otherwise instructed in the SCC, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery as follow :-

- (i) In case of supply of domestic goods on CIF/CIP destination basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the supplier by getting the stores duly insured.

The insurance cover shall be obtained by the supplier in its own name and not in the name of BIHAR GOVT. or its Consignee.

- (ii) In case of FOB offer for import of Goods, insurance shall be arranged by the Purchaser. However, the supplier must give sufficient notice to the Purchaser prior to the date of shipment, so that the insurance cover for the shipment can be activated. The supplier must co-ordinate so as to ensure that the shipment sails only with the Insurance Cover in place.
- (iii) In case of Import of Goods, even in case where the insurance is paid by the Purchaser, and loss or damage shall be made good by the Contractor free of cost, without waiting for the settlement of Insurance claim. The payment after settlement of insurance claim shall be reimbursed by the Purchaser to the Contractor. It will be entirely the responsibility of the Contractor to make good loss/damage without waiting for settlement of insurance claim so that machine is commissioned within the time specified in the contract.

## **25.13 Spare Parts**

**25.13.1** If specified in the List of Requirements and in the resultant contract, the supplier shall supply/provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/or supplied by the Supplier:

- (a) The spare parts as selected by the Women Development Corporation, Bihar to be

purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations;

(b) In case the production of the spare parts is discontinued:

(i) Sufficient advance notice to Women Development Corporation, Bihar before such discontinuation to provide adequate time to Women Development Corporation, Bihar to purchase the required spare part etc;

(ii) Immediately following such discontinuation, providing Women Development Corporation, Bihar, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by Women Development Corporation, Bihar.

**25.13.2** Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to Women Development Corporation, Bihar promptly on receipt of order from Women Development Corporation, Bihar.

## **25.14 Incidental Services**

**25.14.1** Subject to the stipulation, if any, in the SCC(Section-V) and the Technical Specification (Section –VII), the supplier shall be required to perform any or all of the following services:

- (i) Providing required jigs and tools for assembly, start up and maintenance of the goods.
- (ii) Supplying required number of operation & maintenance manual for the goods
- (iii) Installation and Commissioning of the goods.
- (iv) Training of Women Development Corporation, Bihar's operators for operating and maintain the goods
- (v) Providing after sales service during the tenure of the contract.
- (vi) Providing maintenance service after expiry of the warranty period of the goods if so incorporated in the contract.

**25.14.2** Prices to be paid to the supplier by Women Development Corporation, Bihar for any of the required incidental services, if not already included in the contract price during the placement of the contract, shall be settled and decided in advance by Women Development Corporation, Bihar and the supplier. However, such prices shall not exceed the contemporary rates charged by the supplier to other customers for similar services.

## **25.15 Distribution of Despatch Documents for Clearance/Receipt of Goods**

**25.15.1** The supplier shall send all the relevant despatch documents well in time to Women Development Corporation, Bihar to enable Women Development Corporation, Bihar to clear or receive (as the case may be) the goods in terms of the contract. Unless otherwise specified in the SCC, the usual documents involved and the drill to be followed in general for this purpose are as follows:

- (i) For domestic goods**, including goods already imported by the supplier under its own arrangement within 24 hours of despatch, the

supplier shall notify Women Development Corporation, Bihar, consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by registered post/speed post or as instructed in the contract :

- (a) Supplier's invoice indicating, inter alia description and specification of the goods, quantity, unit price, details of total value;
- (b) Packing list;
- (c) Insurance Certificate
- (d) Railway Receipt/Consignment note
- (e) Manufacturer's guarantee certificate and in-house inspection certificate;
- (f) Inspection certificate issued by Women Development Corporation, Bihar's Inspector
- (g) Expected date of arrival of goods at destination and
- (h) Any other document(s), as and if specifically mentioned in the contract.

**(ii) For Imported Goods**, within 3 days of despatch, the supplier will notify Women Development Corporation, Bihar, consignee and other concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by Courier (or as instructed in the Contract), besides advance intimation by Fax/e-mail:

- (a) Clean on Board Airway Bill/Bill of lading
- (b) Original Invoice
- (c) Packing List
- (d) Certificate of Origin from Seller's Chamber of Commerce



- (e) Certificate of Quality and current manufacture from OEM
- (f) Dangerous Cargo Certificate (if applicable)
- (g) Insurance Policy of 110% if CIP/CIF contract
- (h) Performance Bond/Warranty Certificate

## **25.16 Warranty**

**25.16.1** The supplier warrants that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by Women Development Corporation, Bihar in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (except when the design adopted and/ or the material used are as per Women Development Corporation, Bihar's specifications) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.

**25.16.2** This warranty shall remain valid for the period as specified in the contract after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by Women Development Corporation, Bihar in terms of the contract.

**25.16.3** In case of any claim arising out of this warranty, Women Development Corporation, Bihar shall promptly notify the same in writing to the supplier.

**25.16.4** Upon receipt of such notice, the supplier shall, with all reasonable speed (or within the period, if specified in the SCC), repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on

Women Development Corporation, Bihar for such replaced parts/goods thereafter.

**25.16.5** In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended to a further period of original warranty as per contract from the date such rectified/replaced goods starts functioning to the satisfaction of Women Development Corporation, Bihar.

**25.16.6** If the supplier, having been notified, fails to rectify/replace the defect(s) within a reasonable period (or within the period, if specified in the SCC), Women Development Corporation, Bihar may proceed to take such remedial action(s) as deemed fit by Women Development Corporation, Bihar, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which Women Development Corporation, Bihar may have against the supplier.

#### **25.17 Assignment**

The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with Women Development Corporation, Bihar's prior written permission.

#### **25.18 Sub Contracts**

**25.18.1** The Supplier shall notify Women Development Corporation, Bihar in writing of all sub-contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.

**25.18.2** Sub contract shall be only for bought out items and sub-assemblies.

**25.18.3** Sub contract(s) shall also comply with the provisions of GCC Clause 25.5 (Country of Origin).

**25.19 Modification of Contract**

**25.19.1** Once a contract has been concluded, the terms and conditions thereof will generally not be varied. However if necessary, Women Development Corporation, Bihar may by a written order given to the supplier at any time during the period of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:-

- (a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufacture for Women Development Corporation, Bihar.
- (b) Mode of packing.
- (c) Incidental services to be provided by the supplier.
- (d) Mode of despatch.
- (e) Place of delivery.
- (f) Any other area(s) of the contract, as felt necessary by Women Development Corporation, Bihar depending on the merits of the case.

**25.19.2** In the event of any such modification/ alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and /or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier does not agree to the adjustment

made by Women Development Corporation, Bihar, the supplier shall convey its views to Women Development Corporation, Bihar within thirty days from the date of the suppliers receipt of Women Development Corporation, Bihar's amendment/ modification of the contract.

**25.19.3 Option Clause** - By a suitable provision in the SCC, the Purchaser may reserve the right to increase the ordered quantity upto 25% at any time, till final delivery date of the contract, by giving reasonable notice even through the quantity ordered initially has been supplied in full before the last date of Delivery Period.

**25.20 Prices**

Prices to be charged by the supplier for supply of goods and provision of services in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its tender or during negotiations, if any, and incorporated in the contract except for any price adjustment authorised in the SCC.

**25.21 Taxes and Duties**

**25.21.1** Supplier shall be entirely responsible for all taxes, duties, fees, levies etc., incurred until delivery of the contracted goods to Women Development Corporation, Bihar.

**25.21.2** Further instruction, if any, shall be as provided in the SCC.

**25.22 Terms and Mode of Payment** – Unless specified otherwise in SCC, the terms of payments would be as follow:

**25.22.1** Unless specified otherwise in SCC, usual payment term is 100% on receipt and acceptance of goods by the Purchaser and on production of all required documents by the supplier.

**25.22.2 For Domestic Goods** - Unless specified otherwise in SCC, payments to suppliers are usually made by account payee cheque or through ECS (if agreed by DACS) only.

- (i) Where the terms of delivery is FOR dispatching Station, the payment terms, depending on the value and nature of the goods, mode of transportation etc. may be – 50% to 90% (as specified in SIT) on proof of dispatch and other related documents and balance or receipt at site and acceptance by the consignee.
- (ii) Where the terms of delivery is CIF destination/delivery at site/FOR destination, usual payment term is 100% on receipt and acceptance of goods by the consignee and on production of all required documents by the supplier.
- (iii) Where goods to be supplied also need installation and commissioning by the supplier, the payment terms are generally as under:
  - (a) FOR dispatching station
    - 50% on proof of despatch along with other specified documents
    - 30% on receipt of the goods at site by the consignee and balance

- 20% on successful installation and commissioning and acceptance by the user Branch/Location.

(b) CIF/FOR destination & Delivery at site

- 90% on receipt and acceptance of goods by the consignee at destination and on production of all required documents by the supplier.
- 10% on successful installation and commissioning and acceptance by the consignee.

**25.22.3 For Imported Goods** – Unless otherwise specified in SCC, payments are made through an irrevocable Letter of Credit (LC).

- (i) Cases where Installation, Erection and Commissioning (if applicable) are not the responsibility of the supplier – 80% of FOB/FAS price is to be paid against invoice, shipping documents, inspection certificate (*where applicable*), manufacturer's test certificate etc. and balance 20% on receipt of goods and its suitability ascertained by the user.
- (ii) Cases where installation, Erection and Commissioning are the responsibility of the Supplier, 70% to 90% net FOB/FAS price (as specified in the SCC) will be paid against invoice, inspection certificate (where applicable), shipping documents etc. and balance within 30 days of successful installation and commissioning at the consignee's premises and acceptance by the consignee.

- (iii) Payment of Agency Commission against FOB/FAS contract – Entire 100% agency commission is generally paid in Indian Rupees; after all other payments have been made to the supplier in terms of the contract.
- (iv) In case of CIP/CIF contract, payment upto 90% of the contract will be paid through LC and balance amount of 10% to 20% including freight & insurance etc. will be paid on delivery of stores. However, Freight, Insurance, Port Handling & Custom Clearance charges will be paid as per actual restricted to the quoted rate/amount on submission of original AWB/bill of lading/bill for local transportation and receipts of payments made thereof.

**25.22.4** Unless specified otherwise in the SCC, the following general conditions will apply for payment to the supplier.

**25.22.5** The payment shall be made in the currency/currencies authorised in the Contract.

**25.22.6** The Supplier shall send its claim for payment in writing as per Section XIX - “Proforma for Bill for Payment” , when contractually due, along with relevant documents etc., duly signed with date, as specified in SCC and in a manner as also specified therein.

**25.22.7** While claiming payment, the supplier is also to certify in the bill that the payment being claimed

is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.

**25.22.8** The important documents which the supplier is to furnish while claiming payment are:

- (i) Original Invoice
- (ii) Packing List
- (iii) Certificate of country of origin of the goods from seller's Chamber of Commerce
- (iv) Manufacturer's test certificate
- (v) Performance/Warranty Bond
- (vi) Certificate of Insurance
- (vii) Clean on Bill of Lading /Airway Bill/Rail Receipt or any other despatch document, issued by a Government Agency or an agency duly authorised by the concerned Ministry/Department.
- (viii) Consignee's Certificate confirming receipt and acceptance of Goods
- (ix) Dangerous Cargo Certificate (if required) in case of Imported Goods
- (x) Any other document specified.

**25.22.9** While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty, custom duty) from Women Development Corporation, Bihar, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to Women Development Corporation, Bihar, Women Development Corporation, Bihar's share



out of such refund received by the supplier. The supplier shall also refund the applicable amount to Women Development Corporation, Bihar immediately on receiving the same from the concerned authorities.

## **25.23 Delay in the Supplier's performance**

**25.23.1** The time for and the date specified in the contract or as extended for the delivery of the stores shall be deemed to be the essence of the contract and the supplier shall deliver the goods and perform the services under the contract within the time schedule specified by Women Development Corporation, Bihar in the list of Requirements and as incorporated in the contract.

**25.23.2** Subject to the provision under GCC clause 25, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions besides any administrative action:

- (a) Imposition of liquidated damages
- (b) Forfeiture of its performance security
- (c) Termination of the contract for default

**25.23.3** If at any time during the period of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform Women Development Corporation, Bihar in writing about the same and its likely duration and make a request to Women Development Corporation, Bihar for extension of the delivery schedule accordingly.

On receiving the supplier's communication, Women Development Corporation, Bihar shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligation by issuing an amendment to the contract.

**25.23.4** When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:

- (i) Women Development Corporation, Bihar shall recover from the supplier, under the provisions of the clause 25 of the General Conditions of Contract, Liquidated Damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
- (ii) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract.
- (iii) But nevertheless, Women Development Corporation, Bihar shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax or any other duty or tax

or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

**25.23.5** The supplier shall not despatch the goods after expiry of the delivery period. The supplier is required to apply to Women Development Corporation, Bihar for extension of delivery period and obtain the same before despatch. In case the supplier despatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and/or any other expense related to such supply shall lie against Women Development Corporation, Bihar.

#### **25.24 Liquidated Damages**

Subject to GCC clause 25.28, if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, Women Development Corporation, Bihar shall, without prejudice to other rights and remedies available to Women Development Corporation, Bihar under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 0.5% ( or any percentage prescribed in the SCC) of the delivered price of the delayed goods and/ or services for each week delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 10% (or any percentage prescribed in the SCC) of the delayed good's or service's contract price(s). During the above mentioned delayed period of supply and/or performance, the conditions incorporated under GCC sub clause 25.23.4 above shall also apply.

## **25.25 Custody and Return of Women Development Corporation, Bihar Materials/Equipment/ Documents loaned to Contractor**

**25.25.1** Whenever stores are required to be issued to the firm/contractor for fabrication or prototypes or sub-assemblies are issued for guidance in fabrication, these would be issued against appropriate Bank Guarantee, appropriate insurance may be asked if specified in the SCC.

**25.25.2** All drawings and samples issued to the contractor in connection with the contract must be returned by him. Final payment will be withheld if this is not done, besides any other sanction deemed fit by Women Development Corporation, Bihar.

## **25.26 Termination for default**

**25.26.1** Women Development Corporation, Bihar, without prejudice to any other contractual rights and remedies available to it (Women Development Corporation, Bihar), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within any extension thereof granted by Women Development Corporation, Bihar pursuant to GCC sub-clauses 25.23.3 and 25.23.4.

**25.26.2** In the event of Women Development Corporation, Bihar terminates the contract in whole or in part,

pursuant to GCC sub-clause 25.26.1 above, Women Development Corporation, Bihar may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit at the “Risk and Cost” of the supplier and the supplier shall be liable to Women Development Corporation, Bihar for the extra expenditure, if any, incurred by Women Development Corporation, Bihar for arranging such procurement.

**25.26.3** Unless otherwise instructed by Women Development Corporation, Bihar, the supplier shall continue to perform the contract to the extent not terminated.

**25.27 Termination for Insolvency**

If the supplier becomes bankrupt or otherwise insolvent, Women Development Corporation, Bihar reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to Women Development Corporation, Bihar.

**25.28 Force Majeure**

**25.28.1** In the event of any unforeseen event directly interfering with the supply of stores arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the Contractor shall, within a week from the commencement thereof,

notify the same in writing to the Purchaser with reasonable evidence thereof. Unless otherwise directed by Women Development Corporation, Bihar in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for a period of 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days notice to the other party in writing. In case of such termination, no damage shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.

**25.28.2** Notwithstanding the provisions contained in GCC clauses 25.23, 25.24 & 25.26, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.

**25.28.3** In case due to a Force Majeure event Supplier is unable to fulfil its contractual commitment and responsibility, Women Development Corporation, Bihar will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

## **25.29 Termination for convenience**

**25.29.1** Women Development Corporation, Bihar reserves the right to terminate the contract, in whole or in

part for its (Women Development Corporation, Bihar's) convenience, by serving written notice on the supplier at any time during the currency of contract. The notice shall specify that the termination is for the convenience of Women Development Corporation, Bihar. The notice shall also indicate in-ter-alia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.

**25.29.2** The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by Women Development Corporation, Bihar following the contract terms, conditions and prices. For the remaining goods and services, Women Development Corporation, Bihar may decide:

- (i) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and/or
- (ii) To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

**25.30 Governing Language**

The contract shall be written either in Hindi or English language following the provision as contained in GIT clause – 17.3.2. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

**25.31 Notices**

**25.31.1** Notices, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable or telex or facsimile and confirmed in writing. The procedure will also provide the sender of notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

**25.31.2** The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

**25.32 Code of Ethics**

Women Development Corporation, Bihar as well as bidders, suppliers, contractors and consultants under Women Development Corporation, Bihar contracts shall observe the highest standard of ethics during the procurement or execution of such contracts. In pursuit of this policy for the purpose of this provision, the terms set forth below are defined as follows:

- (i) “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- (ii) “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- (iii) “Coercive practice” harming or threatening to harm, directly or indirectly, persons or their



property to influence their participation in the procurement process or affect the execution of a contract;

- (iv) A particular violation of ethics may span more than one of above mentioned unethical practices.

**25.32.1** The following policies will be adopted in order to maintain the standards of ethics during procurement:

- (i) A proposal for award will be rejected if it is determined that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.
- (ii) A contract will be cancelled if it is determined at any time that Women Development Corporation, Bihar representatives/officials have directly or indirectly, engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract.
- (iii) In case any individual staff is found responsible, suitable disciplinary proceedings should be initiated against such staff under the applicable government conduct rules. The existing provisions under the Indian law including the instructions of Central Vigilance Commission should be followed in this regard.

- (iv) Firms or individuals shall be banned/blacklisted after following due process, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Women Development Corporation, Bihar contract, if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an Women Development Corporation, Bihar contract.

### **25.33 Resolution of disputes**

**25.33.1** If dispute or difference of any kind shall arise between Women Development Corporation, Bihar and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty one days of its occurrence, then, unless otherwise provided in the SCC, either Women Development Corporation, Bihar or supplier may seek recourse to settlement of disputes through arbitration as per The Arbitration and Conciliation Act 1996 as per the following clause.

**25.33.2 Arbitration Clause** - If both parties fail to reach such amicable settlement, then either party (the Purchaser or Seller) may within 21 days of such failure give a written notice to the other party

requiring that all matters in dispute or difference be arbitrated upon. Such written notice shall specify the matters which are in difference or of difference of which such written notice has been given and no other matter shall be referred to the arbitration in accordance with the conciliation and arbitration rules of International Chamber of Commerce (ICC)/United National Commission on International Trade Law (UNCITRL) by three arbitrators appointed in accordance with the procedure set out in clause below. The arbitration proceeding shall be held in New Delhi and shall be conducted in English language. All documentation to be reviewed by the arbitrators and/or submitted by the parties shall be written or translated into English. Venue of arbitration shall be New Delhi. The arbitrator or arbitrators appointed under this article shall have the power to extend time to make the award with the consent of the parties. Pending reference to arbitration, the parties shall make all endeavours to complete the contract/work in all respects and all disputes, if any, will finally be settled in the arbitration.

#### **25.34 Applicable Law**

**25.34.1** The contract shall be interpreted in accordance with the laws of India.

**25.34.2** Irrespective of the place of delivery, or the place of performance or the place of Payments under the contract, the contract shall be deemed to have been made at the place from which the notification of acceptance of the tender has been issued.

**25.34.3** The Courts of the place from where the notification of acceptance has been issued – shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

## **25.35        Secrecy**

**25.35.1** The Contractor shall take all reasonable steps necessary to ensure that all persons employed in any work in connection with the contract, have full knowledge of the Official Secrets Act and any regulations framed there under.

**25.35.2** Any information obtained in the course of the execution of the contract by the Contractor, his servants or agents or any person so employed, as to any matter whatsoever, which would or might be directly or indirectly , of use to any enemy of India, must be treated secret and shall not at any time be communicated to any person.

**25.35.3** Any breach of the aforesaid conditions shall entitle the Purchaser to cancel the contract and to purchase or authorise the purchase of the stores at the risk and cost of the Contractor. In the event of such cancellation, the stores or parts manufactured in the execution of the contract shall be taken by the Purchaser at such price as he considers fair and reasonable and the decision of the Purchaser as to such price shall be final and binding on the Contractor.

**Part-II Additional General Conditions of Contract for specific types of Tenders in addition/modification to clauses mentioned above.**

**26. ~~Disposal/Sale of Scrap by Tender~~ (NA)**

**26.1** During the currency of contract, no variation in price or rate shall be admissible.

**26.2 Payment and Default**

**26.2.1** Payment may be made in the form of cash or Demand draft/Pay order issued by any scheduled commercial bank and drawn in favour of the Account mentioned in the NIT.

**26.2.2** No interest will be paid to the purchaser for the amounts paid or deposited with the Women Development Corporation, Bihar and subsequently found refundable to the purchaser under any of the conditions of the contract.

**26.2.3** If the purchaser fails to deposit sale value for a sold lot within the allowed period as per relevant clause Women Development Corporation, Bihar may forfeit the security deposit. Request for an extension of this period, made by the purchaser may be considered by the Women Development Corporation, Bihar and may at its discretion, on the merits of the case, allow further time not excluding 50 days from the date of the contract. Interest shall be leviable on such amount at a rate of 2% per annum higher than the PLR of State Bank of India, from the date of expiry of the payment date to actual date of payment (actual date of payment inclusive).

**26.2.4** The lot or lots in respect of which forfeiture has been made, shall be deemed to have been abandoned by

the purchaser to all intents and purposes and may be re-sold or otherwise disposed of at the discretion of the Women Development Corporation, Bihar without reference to the purchaser concerned and without incurring any liability on part of Women Development Corporation, Bihar whatsoever in respect there under.

**26.2.5** In case extension is granted by Women Development Corporation, Bihar and due to late payment of sale amount the delivery cannot be completed by the purchaser, in accordance with the relevant clause of Special Conditions of Tender sale, then ground rent shall also be leviable as per relevant clause of Special Conditions of Tender sale.

**26.2.6** On production of proof of having made payment, nominated authority shall issue a delivery order authorising the purchaser to take delivery of the Scrap Materials.

### **26.3 Deliveries, Delays and Breach of Contract.**

**26.3.1** The title of goods or material sold shall not be deemed to have been passed to the Purchaser/Bidder until and unless the full and final payment has been made by the purchaser, in accordance with the contract to the Women Development Corporation, Bihar and the authorised Officer has issued the Delivery order in favour of the purchaser. The materials sold may be removed from the premises only on production of the cash receipt for the payment and a delivery order from the officer authorised by the Women Development Corporation, Bihar.

- 26.3.2** Unless specified otherwise in SIT, delivery period for lifting of material shall be within 60 days from the date of finalisation of contract agreement.
- 26.3.3** The work of delivery will be supervised by concerned OFFICER OF Women Development Corporation, Bihar (*of Stock Holder Branch*) or his authorised representative, representative of Accounts Branch and Estate Branch duly authorised by Women Development Corporation, Bihar for the purpose of delivery. Delivery will be allowed during working hours.
- 26.3.4** No delivery of or materials sold shall be given on Sundays, Gazetted Holidays and other holidays observed by Women Development Corporation, Bihar. The delivery of the goods or material shall be affected from the premises concerned only during its normal working hours. In order to complete the delivery within the working hours all loading must ceases half an hour before the normal closing time of the concerned premises. The decision of the Women Development Corporation, Bihar with regard the working hour shall be final and binding on the purchaser. Purchaser will not be allowed to lift the scrap material from more than one location at a time.
- 26.3.5** The purchased stores will be carried away by the purchaser at his risk and no claims against the Women Development Corporation, Bihar will be entertained for shortage in weight which may be discovered after the materials have left the premises wherefrom delivery is taken. If required the

purchaser shall provide his own bags, cases or other receptacles for the removal of scrap.

**26.3.6** The Women Development Corporation, Bihar shall not be responsible for any accident that may occur to purchaser's staff/labours for any reasons whatsoever. The purchaser will himself have to ensure the safety of his workers and shall be liable to pay claims, whatsoever if any. Women Development Corporation, Bihar will not carry any responsibility of such payments. The purchaser will be responsible to supply personal protection equipments to his staff/labours and no additional charges are admissible for the same.

**26.3.7** The materials sold, shall be removed by the purchaser within the period specified in relevant clause of Special Condition of Sale.

**26.3.8** In due to any default on the part of the Women Development Corporation, Bihar, the purchaser is unable to remove the materials sold within the specified period, the Women Development Corporation, Bihar may extend the period therefore and in such an event purchaser will be entitled to take delivery of the goods or the materials sold within such extended delivery period.

**26.3.9** If contractor fails to lift sold scrap within the specified period, penalty shall be levied at the rate of 0.5% per day of the value of un-removed Scrap. Moreover the material shall remain at the purchaser's risk until removal thereof. Further Women Development Corporation, Bihar will be entitled to charge the ground rent as stated in relevant Para of SCC, for the area in which the



materials sold are kept or stored – which would be recovered by the Women Development Corporation, Bihar from the Purchaser before removal of the material and in the event of default in payment thereof, the Women Development Corporation, Bihar at may its discretion shall be entitled to order the re-sale of such materials and forfeit the Security deposit or sale amount or both, paid by the purchaser.

**26.3.10** If the purchaser makes slow progress with his contract and the Women Development Corporation, Bihar is of opinion that he may fail to fulfil the contract within the time specified in the conditions of sale, it will be lawful for the Women Development Corporation, Bihar to cancel the whole contract or such portion thereof as may not have been completed and the Women Development Corporation, Bihar shall be at liberty to dispose of the goods in any manner at the risk and expense of the purchaser.

**26.3.11** The purchaser will have to comply with the provisions of the Contract Labour (Regulations and Abolition Act 1970 and Central Rules 1971 and obtain license from the Assistant Labour Commissioner or the competent authorities empowered to issue such license. Any failure on the part of the purchaser in this regard will be at his risk and consequences. He shall comply with workman's Compensation Act 1923, Payment of Wages Act 1936, and Minimum Wages Act 1948 and all other related statutory and legal provisions and obligations. The purchaser shall also indemnify the Women Development Corporation, Bihar against any

claim /liabilities that may occur to the contractor's labours and servants due to any reasons whatsoever.

**26.3.12** If the purchaser makes default in complying with any of the condition of the contract, the sale of lot or lots in respect of which such default is made may be cancelled and such lot or lots may be put up again for sale and in such an event if a lower price is offered and accepted for such lot or lots then the purchaser shall be liable to pay the difference in price thereof together with all expenses occasioned by such resale in default to the Women Development Corporation, Bihar provided further that the purchaser in default shall not be entitled to claim any profit which may arise from such resale.

**Section – V****27 Special Conditions of Contract (SCC)**

The following Special Conditions of Contract (SCC) will apply for this purchase. The corresponding clauses of General Conditions of Contract (GCC) relating to the SCC stipulations have also been incorporated below. These Special Conditions will modify/ substitute/supplement the corresponding (GCC) clauses.

**27.1** Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

**27.2** Clauses of GCC listed below include a possibility for variation in their provisions through SCC. There could be other clauses in SCC as deemed fit :-

Sl. No.	GCC Clause No.	Topic	SCC Provision
1	25.8	Packing and Marking	NA
2	25.11.2	Transportation of Domestic Goods	
3	25.12	Insurance	NA
4	25.14.1	Incidental Services	
5	25.15	Distribution of Despatch Documents for clearance/receipt of Goods	
6	25.16.2, 25.16.4	Warrantee Clause	
7	25.19.3	Option Clause	
8	25.20	Prices	
9	25.21	Taxes & Duties	
10	25.22	Terms & Mode of Payments	
11	25.24	Quantum of LD	
12	25.25.1	BG & Insurance for material loaned to contractor	
13	25.33.1	Resolution of Disputes	
14	26	Disposal/Sale of scrap by tender	

**27.3 Evaluation of the Proposal**

Envelopes marked 'A' will be opened first and the Minimum Eligibility Criteria will be verified.

## 27.4 Evaluation Criteria

A two-stage procedure will be adopted in evaluating the proposals with the technical evaluation being completed prior to any financial proposals being opened. The technical proposals will be evaluated using the following criteria:

- (i) The agency's relevant experience on conceptualization, designing and development of similar type of promotional items / awareness generation items/Informative materials , specifically for Govt. agencies (30 points);
- (ii) Resume of the communication expert(03 nos.)/content developer, Photographer(01 no.) & Legal Expert (01 no.) on acts and rules (30 points);
- (iii) Power point presentation of past development activities, specially for Govt. agencies, UN bodies, funding agencies (30 points)
- (iv) Infrastructure available and details of employees (10 points)

TOTAL – 100 points

The Financial Proposals shall be opened publically in the presence of the agencies that choose to attend. The date for the same would be communicated separately. The total financial price, which includes the price of all items, will be considered.

The financial bids of only those agencies will be opened which score a minimum of 70 percent in technical evaluation.

Empanelment for Rate Contract will be executed with more than one agency at the least cost.

**Section – VI****28 List of Requirements**

Schedule No.	Brief description of goods and services (Related specifications etc. are in Section –VII)	Quantity	Amount of Earnest Money
	As per Section VII	Rate Contract	Rs.: 2,00,000.00

Note:

EMD of the successful bidder will be retained over the rate contract period.

**Required Delivery Schedule:**

60 days or as per requirement to be specified in Work order.

**Required Terms of Delivery, Destination and preferred mode of Transportation:**

Delivery FOR District Headquarters of Bihar and State Headquarter, Patna

**Section – VII****29 Technical Specifications****Schedule – I :**

Sl.	ITEM	Specification		
1.	Single Pager Brochure	<p>Brief content about scheme/Acts/Provisions etc.</p> <p>Content Writing about scheme/Acts/Provisions /Content development, Photography, preparation of relevant illustration &amp; layout designing of brochure &amp; Multicolour Printing.</p> <p>Size : 10.5"x8.5", Paper 90 GSM C2S Art Paper, All Multicolour Printing Back to Back</p>		
2.	Three fold Brochure	<p>Brief content about scheme/Acts/Provisions etc.</p> <p>Content Writing about scheme/Acts/Provisions /Content development, Photography, preparation of relevant illustration &amp; layout designing of brochure &amp; Multicolour Printing.</p> <table><tr><td><p><b>Type A</b></p><p>Size : 14"x9.5", Paper 170 GSM C2S Art Paper, All Multicolour Printing with two creaz line &amp; folding</p></td></tr><tr><td><p><b>Type B</b></p><p>Size : 14"x9.5", Paper 100 GSM C2S Art Paper, All Multicolour Printing with two creaz line &amp; folding</p></td></tr></table>	<p><b>Type A</b></p> <p>Size : 14"x9.5", Paper 170 GSM C2S Art Paper, All Multicolour Printing with two creaz line &amp; folding</p>	<p><b>Type B</b></p> <p>Size : 14"x9.5", Paper 100 GSM C2S Art Paper, All Multicolour Printing with two creaz line &amp; folding</p>
<p><b>Type A</b></p> <p>Size : 14"x9.5", Paper 170 GSM C2S Art Paper, All Multicolour Printing with two creaz line &amp; folding</p>				
<p><b>Type B</b></p> <p>Size : 14"x9.5", Paper 100 GSM C2S Art Paper, All Multicolour Printing with two creaz line &amp; folding</p>				
3.	Two fold Brochure	<p>Brief content about scheme/Acts/Provisions etc.</p> <p>Content Writing about scheme/Acts/Provisions /Content development, Photography, preparation of relevant illustration &amp; layout designing of brochure &amp; Multicolour Printing.</p> <table><tr><td><p><b>Type A</b></p><p>Size : 10.5"x8.5", Paper 170 GSM C2S Art Paper, All Multicolour Printing with single creaz line &amp; folding</p></td></tr><tr><td><p><b>Type B</b></p><p>Size : 10.5"x8.5", Paper 100 GSM C2S Art Paper, All Multicolour Printing with single creaz line &amp; folding</p></td></tr></table>	<p><b>Type A</b></p> <p>Size : 10.5"x8.5", Paper 170 GSM C2S Art Paper, All Multicolour Printing with single creaz line &amp; folding</p>	<p><b>Type B</b></p> <p>Size : 10.5"x8.5", Paper 100 GSM C2S Art Paper, All Multicolour Printing with single creaz line &amp; folding</p>
<p><b>Type A</b></p> <p>Size : 10.5"x8.5", Paper 170 GSM C2S Art Paper, All Multicolour Printing with single creaz line &amp; folding</p>				
<p><b>Type B</b></p> <p>Size : 10.5"x8.5", Paper 100 GSM C2S Art Paper, All Multicolour Printing with single creaz line &amp; folding</p>				
4.	16+4 Pager Handbook	<p>Brief content about scheme/Acts/Provisions etc.</p> <p>Content Writing about scheme/Acts/Provisions /Content development, Photography, preparation of relevant illustration &amp; layout designing of brochure &amp; Multicolour Printing.</p> <p>Size: 8.5”x5.5", 16 Text pages 170 GSM C2S Art Paper, 4 Cover page</p>		

		300 GSM C2S Art Paper, All Multicolour Printing. Cover Polyester Lamination & Centre Stitch Binding
5.	32+4 Pager Handbook	<p>Brief content about scheme/Acts/Provisions etc.</p> <p>Content Writing about scheme/Acts/Provisions /Content development, Photography, preparation of relevant illustration &amp; layout designing of brochure &amp; Multicolour Printing.</p> <p>Size: 8.5"x5.5", 32 Text pages 100 GSM C2S Art Paper, 4 Cover page 300 GSM C2S Art Paper, All Multicolour Printing. Cover Polyester Lamination &amp; Centre Stitch Binding</p>
6.	20+4 Pager Booklet	<p>Brief content about scheme/Acts/Provisions etc.</p> <p>Content Writing about scheme/Acts/Provisions /Content development, Photography, preparation of relevant illustration &amp; layout designing of booklet &amp; Multicolour Printing.</p> <p>Size : 8.5"x10.5", 20 Text pages 130 GSM C2S Art Paper, 4 Cover page 300 GSM C2S Art Paper, All Multicolour Printing. Cover Polyester Lamination &amp; Centre Stitch Binding</p>
7.	40+4 Pager Booklet	<p>Brief content about scheme/Acts/Provisions etc.</p> <p>Content Writing about scheme/Acts/Provisions /Content development, Photography, preparation of relevant illustration &amp; layout designing of booklet &amp; Multicolour Printing.</p> <p>Size : 8.5"x10.5", 40 Text pages 100 GSM C2S Art Paper, 4 Cover page 300 GSM C2S Art Paper, All Multicolour Printing. Cover Polyester Lamination &amp; Centre Stitch Binding</p>
8.	48+4 Pager Booklet	<p>Brief content about scheme/Acts/Provisions etc.</p> <p>Content Writing about scheme/Acts/Provisions /Content development, Photography, preparation of relevant illustration &amp; layout designing of booklet &amp; Multicolour Printing.</p> <p>Size : 8.5"x10.5", 48 Text pages 150 GSM C2S Art Paper, 4 Cover page 300 GSM C2S Art Paper, All Multicolour Printing. Cover Polyester Lamination &amp; Centre Stitch Binding</p>
9.	80+4 Pager Booklet	<p>Brief content about scheme/Acts/Provisions etc.</p> <p>Content Writing about scheme/Acts/Provisions /Content development, Photography, preparation of relevant illustration &amp; layout designing of Booklet &amp; Multicolour Printing.</p> <p>Size : 8.5"x10.5", 80 Text pages 90 GSM C2S Art Paper, 4 Cover page 300 GSM C2S Art Paper, All Multicolour Printing. Cover Polyester Lamination &amp; Perfect Stitch Binding</p>
10.	Posters for Awareness	<p>Brief content about scheme/Acts/Provisions etc.</p> <p>Content Writing about scheme/Acts/Provisions /Content development,</p>

	Generation	<p>Photography, preparation of relevant illustration &amp; layout designing of poster &amp; Multicolour Printing.</p> <p>Size: 18"x11", paper 170 GSM C2S Art Paper with Multicolour Printing.</p>
11.	Posters for Awareness Generation	<p>Brief content about scheme/Acts/Provisions etc.</p> <p>Content Writing about scheme/Acts/Provisions /Content development, Photography, preparation of relevant illustration &amp; layout designing of poster &amp; Multicolour Printing.</p> <p>Size: 18"x22", paper 170 GSM C2S Art Paper with Multicolour Printing.</p>
12.	16 Pager Comic Booklet	<p>Illustrated Comic Booklet about benefits of scheme/Acts/Provisions etc in Story form.</p> <p>Development a story on the benefits of scheme/Acts/Provisions etc. Script writing, preparation of illustration &amp; layout designing of Comic Booklet &amp; Multicolour Printing.</p> <p>Size: 8.5"x10.5", 16 Text pages 170 GSM C2S Art Paper, All Multicolour Printing. Centre Stitch Binding</p>
13.	Hoarding/Paper AD Designing	<p>Brief content about scheme/Acts/Provisions etc.</p> <p>Content Writing about scheme/Acts/Provisions /Content development, Photography, preparation of relevant illustration &amp; layout designing of Paper AD/Hoarding.</p>
14.	Awareness Sticker	<p>Awareness Content Writing about scheme/Acts/Provisions /Content development, Photography, preparation of relevant illustration &amp; layout designing &amp; multicolour Printing with shape cutting</p> <p>Size: 5"x10", 100 GSM C2S Art Paper pregummed, All Multicolour Printing.</p>
15.	Awareness Sticker	<p>Awareness Content Writing about scheme/Acts/Provisions /Content development, Photography, preparation of relevant illustration &amp; layout designing &amp; multicolour Printing with shape cutting</p> <p>Size: 5"x5", 100 GSM C2S Art Paper pregummed, All Multicolour Printing.</p>



**Section – VIII****30 Quality Control Requirements**

Goods to be supplied have to strictly adhere to the specifications as detailed in Section VII. Women Development Corporation, Bihar reserves the right to verify the quality of the goods supplied by hiring the service of any technical agency. On the recommendation of the technical agency, decision on payment for the work executed will be taken.

## Section – IX

### 31 Qualification/Eligibility Criteria

- Registered agency having its own GST No. (Copy of Registration must be submitted), PAN No. (Copy of Registration & Last three years IT return copy must be submitted).
- The firm should have experience of awareness generation/campaign, content writing, conceptualization, designing, illustration, printing of promotional items for Government/Public Sector Agencies. The bidder should furnish the information on past supplies and satisfactory performance (experience) in the Performa 31.1, proof must be submitted of at least five such assignments.
- The bidder should have achieved minimum average annual turnover of Rs. 1,00,00,000.00 (Rupees One Crore) in the last three completed financial years. A copy of the Audited profit and loss statement, Balance sheet etc for last three completed financial years, in support of the agency's financial standing & capability to perform the contract.
- Cost of bid document – Rs.5000/- in form of Demand Draft in favour of Managing Director, Women Development Corporation, Bihar
- Bid security in form of Demand Draft / Bank Guarantee of Rs. 2,00,000.00 in favour of Managing Director, Women Development Corporation, Bihar
- Bidder shall submit a self declaration of non blacklisting by any Govt./Public Sector agency.
- The agency should also submit detailed Resume of minimum three Communication Expert/Content Developer, Resume of one Photographer, Resume of one legal expert (for acts & rules provisions), whose service is proposed to be taken for this assignment & countersigned by the Head of the quoting agency.
- Minimum three Samples of previous works done.
- Agency would be required to submit a Power Point presentation in hard copy and CD, showcasing some of the Awareness Generation, Content Developed, Layout Designed and Execution the Agency had done in the Past for Govt. agencies, UN bodies, funding agencies.

- The Bidder should also submit the detail of infrastructure available and employees.
- Sample of material for the items as specified in Section VII-Schedule I

Notwithstanding anything stated above the purchaser reserves the right to assess bidder's capability and capacity to perform the contract should circumstances warrant such an assessment in the overall interest of the purchaser.

Tenders not submitted as per above prescribed manner will be treated as invalid.

Bidder to furnish stipulated documents in support of fulfilment of qualifying criteria. Non-submission of incomplete submission of documents may lead to rejection of offer.

### 31.1 Performa for Past Performance Statement

Name of the Firm:

Address :

Order placed by (full address of Purchaser)	Order no. & date	Description & quantity of ordered	Value of order	Date of completion of Delivery		REMARKS Indicating reasons for late delivery, if any
				As per contract	Actual	
1	2	3	4	5	6	7

*(Please add extra sheets if required)*

Signature and seal of Bidder

**Section – X****32 Tender Form (NA)**

Date.....

To

**The Managing Director**  
 Women Development Corporation, Bihar  
 Indira Bhawan, R.C. Singh Path, Patna

Reference: Your Tender Document .....  
 dated.....

We, the undersigned have examined the above mentioned tender enquiry document, including amendment No..... dated..... (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver..... (Description of goods & services) in conformity with your above referred document for the sum of..... (Total tender amount in figures and words), as shown in the price schedule (s), attached herewith and made part of this tender.

2. If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

3. We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 25.6 read with modification, if any, in Section-V “Special Conditions of Contract” for due performance of the contract.

4. We agree to keep our tender valid for acceptance for a period upto ....., as required in the GIT Clause 17.5.11, read with modification, if any in Section –III “Special Instructions

to Tenderers” or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender upto the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

5. We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry..... Dated this..... day of .....

For and on behalf of  
(With seal)

Signature

Name  
In the capacity of

(Duly authorised to sign the bid)

**Section – XI****33 Price Schedule**

Sl.	ITEM	Specification	Qty.	Unit Price (Excluding of GST)	Qty.	Unit Price (Excluding of GST)
1	Single Pager Brochure	As per specification given in Section VII	1,000 to 5,000 pcs		Above 5,001 pcs	
2	Three fold Brochure	As per specification given in Section VII	1,000 to 5,000 pcs	Type A	Above 5,001 pcs	Type A
				Type B		Type B
3	Two fold Brochure	As per specification given in Section VII	1,000 to 5,000 pcs	Type A	Above 5,001 pcs	Type A
				Type B		Type B
4	16+4 Pager Handbook	As per specification given in Section VII	1,000 to 5,000 pcs		Above 5,001 pcs	
5	32+4 Pager Handbook	As per specification given in Section VII	1,000 to 5,000 pcs		Above 5,001 pcs	
6.	20+4 Pager Booklet	As per specification given in Section VII	1,000 to 5,000 pcs		Above 5,001 pcs	
7.	40+4 Pager Booklet	As per specification given in Section VII	1,000 to 5,000 pcs		Above 5,001 pcs	
8.	48+4 Pager Booklet	As per specification given in Section VII	1,000 to 5,000 pcs		Above 5,001 pcs	
9.	80+4 Pager Booklet	As per specification given in Section VII	1,000 to 5,000 pcs		Above 5,001 pcs	

10.	Posters for Awareness Generation	As per specification given in Section VII	1,000 to 5,000 pcs		Above 5,001 pcs	
11.	Posters for Awareness Generation	As per specification given in Section VII	1,000 to 5,000 pcs		Above 5,001 pcs	
12.	16 Pager Comic Booklet	As per specification given in Section VII	1,000 to 5,000 pcs		Above 5,001 pcs	
13.	Hoarding/Paper AD Designing	As per specification given in Section VII	Per Design in soft & hard Copy		NA	NA
14.	Awareness Sticker	As per specification given in Section VII	1,000 to 5,000 pcs		Above 5,001 pcs	
15.	Awareness Sticker	As per specification given in Section VII	1,000 to 5,000 pcs		Above 5,001 pcs	

Unit GST@ \_\_\_\_\_%



**Section – XII****34 Questionnaire**

The tenderer should furnish specific answers to all the questions/issues mentioned below. In case a question /issue does not apply to a tenderer, the same should be answered with the remark “not applicable”.

**34.1** Wherever necessary and applicable, the tenderer shall enclose certified copy as documentary proof/evidence to substantiate the corresponding statement.

**34.2** In case a tenderer furnishes a wrong or evasive answer against any of the under mentioned question/issues, its tender will be liable to be ignored.

**34.3 Questions/Issues:**

- (i) Brief description and of goods and services offered:
- (ii) Offer is valid for acceptance upto.....
- (iii) Your permanent Income Tax Account No. as allotted by the Income Tax Authority of Government of India. Please attach certified copy of your latest/current Income Tax Clearance Certificate issued by the authority.
- (iv) Status:
  - (a) Are you currently registered with the Directorate General of Supplies & Disposals (DGS&D), New Delhi, and/or the National Small Industries Corporation (NSIC), New Delhi and/ or the present Women Development Corporation, Bihar and/or the Directorate of Industries of Delhi Government for the goods quoted? If so, indicate the date up to which you are registered and whether there is any monetary limit imposed on your registration.
  - (b) Are you currently registered under the Indian Companies Act, 1956 or any other similar Act?

Note- Please attach certified copy(s) of your registration status etc. in case your answer(s) to above queries is in affirmative.

- (v) Please indicate name & full address of your Banker(s).
- (vi) Please state whether business dealings with your currently stand suspended/banned by any Ministry/Deptt. Of Government of India or by any State Government.

Signature.....

Seal.....

(Full Name, Designation & Address of the person  
duly authorised to sign on behalf of the tenderer)

For and on behalf of .....

(Name, address and stamp of the tendering firm)

**Section – XIII****35 Bank Guarantee Form for EMD**

Whereas .....  
 (hereinafter called the “tenderer”) has submitted their offer  
 dated.....for the supply of .....  
 (hereinafter called the “tender”) against the purchaser’s tender  
 enquiry No. ....KNOW ALL MEN by these presents that WE  
 .....of ..... having our registered office at ..... are bound  
 unto .....(hereinafter called the “Purchaser) in the sum  
 of .....for which payment will and truly to  
 be made to the said Purchaser, the Bank binds itself, its  
 successors and assigns by these presents. Sealed with the  
 Common Seal of the said Bank this..... day of .....20.....

**THE CONDITIONS OF THIS OBLIGATION ARE:**

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

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to

substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

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

.....  
.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

**Section – XIV****36      ~~Manufacturer's Authorisation Form (NA)~~**

To

.....

.....

(Name and address of BIHAR GOVT.)

Dear Sirs,

Reference your tender document No..... dated .....

2. We, ..... who are proven and reputable manufacturers of ..... (name and description of the goods offered in the tender) having factories at..... hereby authorise M/s..... (name and address of the agent) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred tender enquiry documents for the above goods manufactured by us.

3. We further confirm that no supplier or firm or individual other than M/s.....(name and address of above agent) is authorised to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred tender enquiry documents for the above goods manufactured by us.

4. We also hereby extend our full warranty, as applicable as per clause of the General Conditions of Contract read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this tender document.

Your faithfully,

(Signature with date, name and designation)

For and on behalf of M/s.....

(Name & address of the manufacturers)

**Note-** This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.

**Section – XV****37. ~~BANK GUARANTEE PROFORMA FOR FURNISHING PERFORMANCE SECURITY (NA)~~**

In consideration for the President of India (hereinafter called “the Government”) having agreed to exempt ..... (hereinafter called “the said Contractor(s)” from the demand, under the terms and conditions of an Agreement dated..... made between ..... and ..... of Performance Security for the due fulfillment of the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for Rs..... (Rupees.....

(indicated the name of the Bank)

Bank”) at the request of ..... Contractor(s) do hereby undertake to pay to the Government an amount not exceeding Rs..... against any loss of damage caused to or suffered would be caused to or suffered by the Government by reasons of any breach of the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We..... do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s)’s failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto liability under this present being absolute and unequivocal.

The payment so made by us under this Bond shall be a valid discharge of our liability for payment thereunder and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

4. We..... further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till..... that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the..... guarantee thereafter.

5. We ..... further agree with Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forebear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance act or omission on the part of the Government to the said contractor(s) or any indulgence by the Government to the said Contractor(s) or by any such matter or this whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. Notwithstanding anything contained herein above our liability under the guarantee is restricted to Rs..... and shall remain in force until..... Unless a claim or suit under this guarantee is filed with us on or before ..... ALL OUR RIGHTS UNDER THE GUARANTEE SHALL BE FORFEITED and the Bank shall be relieved and discharged from all liabilities therein.

7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier(s).

8. We, ..... lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Government in writing.

Dated the ..... date of.....

for.....

(indicate the name of Bank)

Signature.....

Name of the Officer.....

Designation

Code No.....

Name of the Bank and Branch.....



**Section – XVI****38 Contract Form****Women Development Corporation, Bihar**

Contract No..... Dated .....

This is in continuation to this office's Acceptance of Tender No....  
dated.....

1. Name and Address of the Supplier:-.....
2. Women Development Corporation, Bihar's Tender document No..... dated..... and subsequent Amendment No..... dated..... (if any), issued by Women Development Corporation, Bihar.
3. Supplier's Tender No.....Dated..... and subsequent communication(s) No..... Dated..... (if any), exchanged between the supplier and Women Development Corporation, Bihar in connection with this tender.
4. In addition to this Contract Form, the following documents etc., which are included in the documents mentioned under paragraphs 2 & 3 above, shall also be deemed to form and be read and construed as part of this contract:
  - (i) General Conditions of Contract;
  - (ii) Special Conditions of Contract;
  - (iii) List of Requirements;
  - (iv) Technical Specifications;
  - (v) Quality Control Requirements;
  - (vi) Tender Form furnished by the supplier;
  - (vii) Price Schedule(s) furnished by the supplier in its tender;
  - (viii) Manufacturers' Authorisation Form (if applicable for this tender);
  - (ix) Acceptance of Tender (AT) issued by Women Development Corporation, Bihar

**Note** – The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under Section-V “General Conditions of Contract” of Women Development Corporation, Bihar’s Tender document shall also apply to this contract.

5. Some terms, conditions, stipulations etc. out of the above – referred documents are reproduced below for ready reference.

- (i) Brief particulars of the goods and services which shall be supplied/provided by the supplier are as under:

\_\_\_\_\_

\_\_\_\_\_ (as required)

Any other additional services (if applicable) and cost thereof.. ..... total value (in figure).....(in words).....

- (ii) Delivery schedule
- (iii) ~~Details of Performance Security (NA)~~
- (iv) Quality Control
- (a) Mode(s), Stage(s) and Place(s) of conducting inspections and tests.
- (b) Designation and address of Women Development Corporation, Bihar’s Inspecting Officer
- (v) Destination and despatch instructions
- (vi) Consignee, including port consignee, if any
- (vii) Warranty Clause
- (viii) Payment terms
- (ix) Paying authority

Signature, Name & Address of Women Development Corporation,  
Bihar’s authorised official  
For and on behalf of.....

Received and accepted this contract

Signature, Name & Address of Suppliers' authorised official  
For and on behalf of.....(name, address & Seal of the supplier)

Date.....

Place.....

**Section – XVII****39 Letter of Authority for attending a Bid Opening**

To

Women Development Corporation, Bihar

Subject : Authorisation for attending bid opening on ..... (date)  
in the tender of .....

Following person(s) are hereby authorised to attend the bid  
opening for the tender mentioned above on behalf of .....  
..... (Bidder) in order of preference  
given below.

Order of Preference	Name	Specimen Signature
I		
II		
Alternate Representative		
Signature of Bidder or officer authorised to sign the bid document on behalf of the bidder.		

**Note:**

1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the room where bids are opened may be refused in case authorisation as prescribed above is not produced.

**Section – XVIII****40 Shipping Arrangements for Liner Cargoes (NA)**

**Government of India  
Ministry of Surface Transport**

No. SC-11011/1/94-ASO.II/Vol.III  
1996

New Delhi, the 27th February,

**OFFICE MEMORANDUM**

**Sub: Ocean transportation of cargo under the control of Government/Public Sector Undertakings-Review of the Policy regarding.**

The undersigned is directed to say that as per the existing policy of Government of India all import contracts are to be finalized on FOB (Free on Board) / FAS (Free Alongside Ship) basis and those for exports on C&F (Cost and Freight)/CIF (Cost, Insurance, Freight) basis in respect of Government owned/controlled cargoes on behalf of Central Government Departments/State Government Departments and Public Sector Undertakings under them and in case of any departure there from, prior permission is required to be obtained from the chartering Wing of the Ministry of Surface Transport on a case to case basis. The shipping arrangements are centralized in the Ministry of Surface Transport. These instructions about FOB/FAS purchases and C&F/CIF sales and entering into contracts where the elements of foreign exchange expenditure is minimum already stand incorporated in the General Financial Rules of the Government.

2. Based on the difficulties/problems, as intimated by certain Government Departments/Public Sector Undertakings in the changed context of economic liberalization, the thrust on performance improvement and competitiveness of Public Sector Undertakings, decentralization of certain cargoes, Government has undertaken a thorough review of the above policy at various levels and it has now been decided by the Government that :-

- i) Government policy for import contracts to be finalized on FOB/FAS basis and for exports on CIF basis in respect of Government owned/controlled cargoes on behalf of Central Government Departments/State Government Departments and Public Sector Undertakings under them and centralized shipping arrangements through the Ministry of Surface Transport (Chartering Wing) in association with the concerned user Ministry/Department/PSU may continue.
- ii) Prior permission is required to be obtained from Ministry of Surface Transport on a case to case basis in case of any departure from the above policy. However, Ministry of Surface Transport shall ensure disposal of such requests within four working days on receipt of the complete information/request from the concerned Ministry/PSU.

- iii) Ministry of Surface Transport, Chartering Wing to ensure full utilization of suitable Indian vessels in case they are able to meet the indenter's requirements at competitive rates and are able to maintain the schedule.
- iv) In case of import of bulk quantities like fertilizers, coal, food grains etc. where freight element is substantial, a representative from Ministry of Surface Transport may be invited to participate in the discussions for advising on the shipping aspects of import/ export contracts.
- v) Ministry of Surface Transport should make all out efforts to finalize vessels, Indian or foreign, at the most competitive rates and before fixing the vessels, prior approval of the indenting department/PSU should be obtained.
- vi) In order to make imports and exports cost-effective and for judicious use of foreign exchange, Ministries/Departments should ensure imports on FOB/FAS and exports on CIF basis failing which necessary No Objection Certificate (NOC) should be obtained from Ministry of Surface Transport (Chartering Wing) while applying for release of necessary foreign exchange for the purpose of chartering foreign vessels and for making freight payment in foreign currency.
- vii) The tendering system to be followed by Ministries/ Departments /PSUs will be standardized. The Cabinet Secretariat will initiate appropriate action in this regard.

3. It is requested that above decision taken by the Government of India may kindly be brought to the notice of all the Public Sector Undertakings/Projects/ Autonomous Bodies/Purchasing & Selling Organizations under the administrative control of Ministries and Departments concerned and they may be advised to follow the prescribed procedure for arranging shipment of their cargoes through Chartering Wing (popularly known by its Cable Address:

"TRANSHART" in the shipping circle, the world over) of this Ministry and incorporating the prescribed Shipping Clauses in the purchase orders/contracts. They may also be instructed to send each of the contracts in respect of both exports as well as imports, along with cargo particulars like weight, volume, loading port, discharging port, loading rate, discharging rate, period of shipment, parcel size and any other specific condition relating to shipment of cargoes etc. to this Ministry as soon as the same are finalized, for taking further necessary action with regard to the shipping arrangements.

4. A copy of the instructions issued may please also be endorsed to this Ministry.

Sd/-  
( T.V. SHANBHAG )  
Chief Controller of Chartering

To

1. All Ministries/Departments of Government of India.....2 copies
2. The Chief Secretary to all the State Governments including the Union Territories

**Government of India  
Ministry of Surface Transport  
(Chartering Wing)**

No. SC-18013/1/98-ASO.II      New Delhi, the 11th February, 1998

**~~OFFICE MEMORANDUM~~-(NA)**

**Sub: Govt. Departments/Public Sector Projects/  
Undertakings Contracting of FOB/FAS import and  
CIF exports – shipping arrangement through the  
Ministry of Surface Transport (Chartering Wing)  
from various sectors-procedure regarding.**

The undersigned is directed to say that as per general policy of Government of India, all import contracts have to be concluded on FOB/FAS and those for exports on CIF basis in respect of Government owned and controlled cargoes and shipping arrangements are centralized with Chartering Wing of Ministry of Surface Transport. For any departure from the above policy, prior approval of this Ministry is required. The policy provides for grant of waivers in suitable cases where it is found it is not possible to follow the said policy.

2. The shipping arrangements are being made by Chartering Wing, Ministry of Surface by using Indian flag vessels and if no suitable Indian vessels are available in the required position, foreign flag vessels are chartered. Shipping arrangements in respect of Government general liner cargoes are being made by this Ministry through respective Government of India's freight forwarders like M/s. Schenker International, Humburg, M/s. OPT, USA etc. Shipment of general liner cargo is not restricted to Indian flag vessels and it is shipped by any vessel belonging to Conference member lines which are operating from various sectors.

3. The Government of India has an agreement with India-Pakistan-Bangladesh-Ceylone and Burma Freight Conference (INDPAKCON) FMC Agreement No.7690) covering the trade from US Atlantic and Gulf ports to India through the vessels belonging to the Member lines of this Conference only and as per the agreement all Government of India/State Government Departments/PSUs/ Projects cargoes are to be shipped only through the vessels of Member Lines belonging to this Conference.

4. Similarly, the Government of India has another agreement with India-Pakistan Bangladesh Conference (IPBC) covering the trade from ports in the United Kingdom including Northern Ireland, North Continent of Europe (Germany, Holland, Belgium, Norway, Sweden, Denmark, Finland) and from parts on the continental sea boards of the Meditterrean (i.e. French and Western Italian Port) to ports in India. It is obligatory on the part of Government to ship all Government liner cargoes through the vessels belonging to this Conference.

5. In order to ensure smooth and timely shipment of governmental general liner cargoes, the Government of India, Ministry of Surface Transport has appointed freight forwarding agents from various areas as mentioned below:

1. *M/s . Schenker International Deutschland GmbH  
Postfach 11 03 13  
20403 Hamburg  
Dei den Muhren 5  
20457 Hamburg.  
Tel : (040) **36135-537**  
**Fax : (040) 36135-509**  
**Tlx : 21700 sh d**  
(In respect of government general liner cargoes emanating from UK/North Continent as indicated in para (2) above).*
2. *M/s OPT Overseas Project Transport Inc.,  
(A Thyssen Haniel Logistic Co.)  
46, Sellers St., Kearny, N.J. 07032, USA  
Tel : (201) 998-771, TLX : 673-3586, FAX : (201) 998-7833  
(In respect of cargoes emanating from US Gulf, Canada & South America)*
3. *Embassy of India,  
2-11, Kudan Minami 2-chome  
Chiyoda-ku  
TOKYO 102  
TLX : 2324886, INDEMB J  
Phone : 03 (3262) 2391  
FAX : 03 (3234) 4866  
(In respect of government general liner cargoes emanating from Japan)*
4. *Embassy of India  
San-2-1  
Bokwang-Doong, Yongsan-ku  
(Behand Bewling Centre)  
Seoul, South Korea (CABLE IND EMBASSY, SEOUL, SOUTH KOREA)  
Telex : K211641, Tele. 793-4142, 704159  
(In respect of cargoes emanating from South Korea)*
5. *Shipping Corporation of India Ltd.  
Shipping House  
245, Madame Cama Road  
Mumbai  
Tlx : 011-2214/2371 SCI IN)  
Phone : 2026666/2026785  
(In respect of cargoes being shipped from all other areas which are not covered from (1) to (4) above).*
6. *In order to ensure compliance with the transportation agreement with INDEPAKCON, IPBC, M/s Opt, USA and M/s Schenker International, Hamburg, all the Public Sector Undertakings, Projects are requested to prescribe in their purchase contracts that all booking must be made through Government of India's respective freight forwarders as indicated above and the same may also be incorporated in the letter of credit to ensure shipping arrangements through the vessels of Members of the Conference and appointed freight forwarders.*



7. It has been brought to the notice of this Ministry that some of the Public Sector Undertakings are not following the above policy and shipping arrangements are made through other than GoI appointed freight forwarders. It has been further brought to the notice of this Ministry that some of the Indian freight forwarding companies are claiming to have been appointed as freight forwarders by M/o Surface Transport which is not correct. Therefore, it is advised that Government of India and State Government Departments and Public Sector Undertakings should ensure (as indicated above) only and should not entertain any other freight forwarder in this regard.

8. It is requested that the above may kindly be brought to the notice of all the Public Sector Undertakings/projects/purchase and selling organisations under the administrative control of the Ministries/Departments concerned and they may be advised to follow the prescribed procedure for arranging shipment of their cargoes through Chartering wing (Transchart) of this Ministry and incorporate the prescribed shipping clauses in the import/export contracts.

Sd/-  
( T.V. SHANBHAG )  
Chief Controller of Chartering

To

1. All Ministries/Departments .....2 copies
2. The Chief Secretary to all the State Governments

**Section – XIX****41 Proforma of Bills for Payments**

Name and Address of the firm.....

Bill No..... Dated.....

Purchase Order No..... Dated.....

Name and Address of the Consignee.....

S. No.	Authority for purchase	Description of Stores	Number or Quantity	Rate (₹)	Price (₹)	Amount
Total						

- (i) CST/VAT/GST Amount
- (ii) Freight (if applicable)
- (iii) Excise Duty (if applicable)
- (iv) Packing and Forwarding Charges (if applicable)
- (v) Others (Please specify)
- (vi) PVC amount (with calculation sheet enclosed)
- (vii) (-) deduction/Discount
- (viii) Net amount payable (in words Rs.)

Despatch details/proof of despatch..... (enclosed)

Certificate of Quality \_\_\_\_\_ (enclosed)

Inspection Certificate No..... Dated.....(enclosed)

Income Tax Clearance Certificate No..... Dated.....(enclosed)

Excise Duty Gate Pass..... (enclosed)

Place and Date

Received Rs..... (Rupees).....

I hereby certify that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.

Revenue Stamp

Signature &amp; Seal of Supplier.