

Indian Academy of Highway Engineers (IAHE)
A-5, Institutional Area, Sector-62, Noida-201309
(MINISTRY OF ROAD TRANSPORT & HIGHWAYS, GOVT. OF INDIA)



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Tender Document
for
E-Procurement of
One Network Survey Vehicle (NSV) at IAHE

INVITATION OF BIDS/NOTICE INVITING TENDER (NIT)

No. IAHE/Admin./10/NSV-IAHE/2020-21

Date: 14.05.2021

Indian Academy of Highway Engineers, A-5, Institutional Area, Sector-62, Noida-201309, Uttar Pradesh invites online bids from eligible Original Equipment Manufacturers (OEM/AUTHORISED REPRESENTATIVE OF OEM)/suppliers for purchase of one Network Survey Vehicle (NSV). This Invitation for Bids is open to those bidders only who are amongst shortlisted bidders by IAHE vide inviting Expression of Interests and declared eligible to participate in the bidding process.

2. The Tender document is available at Central Public procurement Portal i.e <https://eprocure.gov.in/eprocure/app> and is downloadable free of cost. The tender document can also be seen at our web site www.iahe.org.in.

3. A Pre-bid Conference will be held at IAHE Noida. All prospective bidders are requested to kindly submit their queries w.r.t. technical specification if any (published with this document on CPP Portal) by email to devender.kumar91@gov.in or correspond through "Seek clarification" online on <https://eprocure.gov.in/eprocure/app> before the last date stipulated for seeking clarifications.

4. The following time schedule shall be followed for submission of bid:

Description	Date	Time
Pre Bid Conference	14.06.2021	11.00 AM
Deadline for Downloading of Online Bid Document	15.07.2021	11.00 AM
Deadline for Online Bid Submission	15.07.2021	3.00 PM
Deadline for submission of hard copies (Physically)	16.07.2021	11.00 AM
Online Opening of Technical Bid	19.07.2021	3.00 PM

5. **Complete Technical Bid document shall be submitted on or before the last date and time on CPP portal Only. Bid through any other mode shall not be entertained. However, Power of Attorney in original shall be submitted physically by the Bidder at IAHE failing which the bid shall be**

rejected and not evaluated further. Bid submitted through any other mode shall not be entertained.


6. Bids will be opened in the presence of Bidders' authorized representatives who choose to attend on the specified date and time. In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed time.

7. Financial bid/Price bid shall be submitted only on CPPP in the format uploaded on CPPP. Any financial bid/price bid submitted in hard copy would amount to rejection of bid.

6. Indian Academy of highway Engineers reserves the right to accept or reject any bids or accept all tenders either in part or in full or to annul the bidding process without assigning any reason.

(Devender Kumar)

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Chapter 1: Instruction to Bidders (ITB)

A. Introduction

1.1. Eligible Bidders

1.1.1. Instructions to Bidders are broad guidelines to be followed while formulating the bid and its submission to the Purchaser. It also describes the methodology for opening and evaluation of bids and consequent award of contract. The details of Network Survey vehicle (NSV) to be supplied and Related Services to be provided by the selected Bidder is available at Chapter 4. **This Invitation for Bids is open to those bidders only who have been shortlisted by IAHE vide inviting Expression of Interests and declared eligible to participate in the bidding process.** These bidders should have registration on Central Public Procurement Portal (CPPP) of Government of India i.e. <https://eprocure.gov.in/eprocure/app>.

1.1.2. **Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid.** Subject to the provisions of order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 and its further amendment till bid due date by Department for Promotion of Industry and Internal Trade and to any specific instructions issued by the Nodal Ministry, purchase preference shall be given to 'Class-I local supplier' in the manner specified in the afore mentioned order dated 16.09.2020.

1.1.3. MSMEs would be treated as owned by Scheduled Caste/Schedule Tribe enterprises as under:

(a) In case of proprietary MSME, proprietor(s) shall be SC/ST.

(b) In case of partnership MSME, the SC/ST partners shall be holding at least 51% (fifty-one percent) shares in the unit.

(c) In case of Private Limited Companies, at least 51% (fifty-one percent) share shall be held by SC/ST promoters.

1.1.4. MSMEs owned by women shall also be determined as per the above analogy/criteria.

1.1.5. Bids from Joint Ventures, Consortium or Associations are **not** allowed.

1.1.6. The bidders who have been temporarily suspended or removed from the list of registered Bidders by the purchaser or banned from Ministry/country wide procurement shall be ineligible for participation in the bidding process. If this fact is hidden by the bidder and revealed or brought to knowledge of IAHE at any stage of bidding, then the bidder is not only liable to be removed from the list of registered Bidders, but also be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.

1.2. Cost of Bidding

1.2.1. The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

1.2.2. Brief description of bidding process:

- (i) The Purchaser has adopted a single stage two parts system (refer to as the "**Bidding Process**") for selection of the Bidder for the award of the work. Under the process the Bid shall be invited under two parts from the shortlisted bidders mentioned in the NIT. Eligibility and qualification of the Bidder will be first examined based on the details submitted under the first part (**Technical Bid**) with respect to eligibility and qualification criteria prescribed in this Request for Proposal. The Financial Bid under the second part shall be opened of only those Bidders whose Technical Bids are substantially responsive to eligibility and qualifications requirements as per this Request for Proposal.
- (ii) Interested and shortlisted Bidders have been called upon to submit their Bid in accordance with the terms specified in this Request for Proposal. The **Bid shall be valid for a period of 180 days** from the date of bid opening prescribed by the Purchaser.
- (iii) The complete Request for Proposal (RFP) documents is enclosed for the Bidders. Any addenda issued subsequent to this Request for Proposal will be deemed to form part of the bidding documents.

- (iv) Generally, the lowest Bidder shall be the selected Bidder. In case, such lowest Bidder withdraws or is not selected for whatsoever reason, the Purchaser shall annul the Bidding process and invite fresh Bids.
- (v) Any queries shall be submitted by e-mail to the officer mentioned in NIT.
- (vi) No Bidder shall submit more than one Bid.
- (vii) The Bidder shall submit a Power of Attorney duly Notarized authorizing the signatory of the Bid.
- (viii) Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection.
- (ix) The Bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language only.
- (x) Prices shall be quoted in **Indian Rupees only**.

1.3. Code of Integrity

1.3.1. The bidders should sign a declaration about abiding by the Code of Integrity for Public Procurement in bid documents. In case of any transgression of this code, the bidder would be liable for punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.

1.3.2. Code of integrity for Public Procurement: The Purchaser as well as bidders, bidders, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

- i) "**corrupt practice**": making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii) "**Fraudulent practice**": any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes

making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;

- iii) **"anti-competitive practice"**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- iv) **"coercive practice"**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- v) **"conflict of interest"**: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of purchaser who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the purchaser with an intent to gain unfair advantage in the procurement process or for personal gain; and
- vi) **"Obstructive practice"**: materially impede the purchaser's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the purchaser's Entity's rights of audit or access to information;

1.3.3. Obligations for Proactive disclosures:

- i) The Purchaser as well as bidders, contractors and consultants are obliged under Code of Integrity for Public Procurement to suo-moto proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and
- ii) The bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the **last three years** or of being **debarred by any other Procuring Entity**. Failure to do so would amount to violation of this code of integrity;
- iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest would be evaluated and mitigation.

1.3.4.Punitive Provisions

Without prejudice to and in addition to the rights of the Purchaser to other penal provisions as per the bid documents or contract, if the Purchaser comes to a conclusion that a (prospective) bidder/bidder, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the purchaser may take appropriate measures including one or more of the following:

- i) If his bids are under consideration in any procurement:
 - a) Forfeiture or encashment of bid security, if any
 - b) Calling off of any pre-contract negotiations; and
 - c) Rejection and exclusion of the bidder from the procurement process.
- ii) If a contract has already been awarded
 - a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the purchaser;
 - b) Forfeiture or encashment of any other security or bond relating to

- the procurement;
- c) Recovery of payments including advance payments, if any, made by the purchaser along with interest thereon at the prevailing rate.
- iii) Provisions in addition to above:
- a) Banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year;
 - b) In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
 - c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

B. The Bidding Documents

1.4. Cost of Tender Documents

- 1.4.1 The bidding documents can be downloaded from our website as indicated in the NIT free of cost as also from <https://eprocure.gov.in/eprocure/app> under the relevant tender ID.

1.5. Content of Bidding Documents

- 1.5.1 The goods required, bidding procedures and contract terms are prescribed in the bidding documents which should be read in conjunction. The bidding documents, apart from the invitation for bids have been divided into **8** Chapters as under:

Chapter1: Instructions to Bidder (ITB)

Chapter2: General Conditions of Contract (GCC) and Special Conditions of Contract (SCC)

Chapter3: Schedule of Requirements

Chapter4: Specifications and Allied Technical Details

Chapter5: Price Schedule Forms

Chapter6: Qualification requirements

Chapter7: Contract Form

Chapter8: Other Standard Forms comprising:

- (1) Bidder Information Form
- (2) Bid Securing declaration

- (3) Performance Statement form
- (4) Technical Specification Compliance Cum Deviation Statement Form;
- (5) Service Support details;
- (6) Bid form
- (7) Performance Security Form;
- (8) Acceptance Certificate Form
- (9) Integrity pact
- (10) Format for declaration by the bidder for code of integrity and Conflict of interest.
- (11) Affidavit of self-certification regarding minimum local content
- (12) Check List
- (13) Manufacture Authorization Form

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

1.6. Clarification of Tender Documents

1.6.1 A prospective Bidder requiring any clarification of the Bidding Documents shall correspond through "seek clarification" either through email Id mentioned in NIT or on <https://eprocure.gov.in/eprocure/app>, latest by the date specified in the NIT. No request for clarification or query shall be entertained after the deadline/pre-bid conference if any. If the Purchaser deem it necessary to amend the Tender Documents as a result of a clarification, it shall do so following the procedure under Clause relating to amendment of Tender Documents and Clause relating to Deadline for Submission of Bids.

1.6.2 The queries, clarifications and amendments issued would be hosted for the benefit of the other prospective bidders on Central Public Procurement Portal (CPPP) i.e. <https://eprocure.gov.in/eprocure/app>.

1.7. Amendment of Tender Documents

1.7.1 At any time prior to the deadline for submission of bids, the Purchaser

may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender documents by amendment. The same would be hosted on CPPP i.e. <https://eprocure.gov.in/eprocure/app> and all prospective bidders are expected to go through the amendments before submitting their bids to take cognizance of the amendments, if any.

- 1.7.2 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids and host the changes on CPPP i.e. <https://eprocure.gov.in/eprocure/app>.

C.Preparation of Bids

1.8. Language of Bid

- 1.8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in English language only.
- 1.8.2 The Bidder shall bear all costs of translation, if any, to the English language and bear all risks of the accuracy of such translation, for documents provided by the Bidder.

1.9. Purchase Preference Policies

- 1.9.1 The purchaser intends to give product reservation/purchase preference/price preference in line with current Govt. of India procurement policies to help inclusive national economic growth by providing long term support to Micro, Small and Medium enterprises (MSMEs) and disadvantaged sections of the society and to address environmental concerns along with preferential market access in govt. procurements.
- 1.9.2 **Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid.** Subject to the provisions of order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 and its further amendment till bid due date by Department for Promotion of Industry and Internal Trade and to any specific instructions issued by the Nodal Ministry, purchase preference shall be given to 'Class-I local supplier' in the manner specified in the afore mentioned order dated 16.09.2020.

1.9.3 **Bidders must submit an Affidavit of self-Certification regarding minimum local content as per the format enclosed with the bidding document in accordance with the order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 and its further amendment till bid due date by Department for Promotion of Industry and Internal Trade.**

1.9.4 For the above purpose, local content means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

1.10. Bid form and price schedule

1.10.1 The Bidder shall indicate on the price bid form uploaded on CPPP, the unit prices of the goods it proposes to supply under the contract **inclusive of all the applicable taxes.**

1.10.2 The price quoted shall remain fixed during the contract period and shall not vary on any account except change in tax law. In case of any change of tax law or a part thereof pertaining to tax rate by Government of India, the bidder shall be entitled to pay or to be paid the difference arising in the bid price due to change in the tax laws or part thereof.

1.10.3 The price of items listed in the Price Bid shall be quoted separately. If a Price Bid shows items listed but not priced, their prices shall be assumed to be included in the prices of other items.

Note: All payments due under the contract shall be paid after deduction of statutory levies at source (like TDS etc.), wherever applicable.

1.11. Bid Currencies

1.11.1 Prices shall be quoted in **Indian Rupees.**

1.12. Documents Establishing Bidder's Eligibility and qualifications

1.12.1 The bidder shall furnish, as part of its bid, documents establishing the bidders' eligibility to bid and its qualification to perform the contract.

1.12.2 Eligibility and Qualifications requirements of Bidder:

- (i) The manufacturer/integrator/supplier, hereinafter called bidder should have proven track record of supplying at least 1 complete NSV

meeting requirement mentioned at Chapter-4 to reputed institutions / consultants / contractors in India or out of India in the past three years preceding due date of submission of bid. The experience of supplying of NSV by the integrator/ manufacturer of a particular brand of NSV may be counted as the experience of supplier provided the supplier (applicant) is authorised representative of manufacturer/integrator to be demonstrated by MoU signed between manufacturer/integrator and supplier (bidder). **The MoU should be valid till due date of bid validity.**

- (ii) The **bidder** shall have a minimum average annual turnover of Rs. 3.0 Crore for the last 3 (three) financial years i.e. 2017-18, 2018-19, 2019-20. The bidder shall provide a Statutory Auditor's Certificate specifying the annual turnover.
- (iii) The bidder shall submit the undertaking for having such capability along with supporting documents to substantiate the capability which shall be verified by the purchaser before shipment of the equipment, failing which bidder may have the risk of rejection of the bid at the discretion of the IAHE.
- (iv) The applicant shall have in-house or full access to equipment facilities similar to that is to be supplied under this bid and should be able to arrange for site visit of a committee constituted by IAHE for the purpose to carry out requisite testing to verify the technical specifications, functional capabilities and performance standards of the NSV mentioned in RFP. An undertaking to that effect shall be submitted by the applicant in the format given at **Annexure-XIV**. IAHE shall reserve the right to reject the applicant based on the unsatisfactory Technical specifications, functional capabilities and performance standards of the NSV. The rejected applicant shall not be allowed to participate in further bidding process for supply of NSV at IAHE.
- (v) The bidder should have adequately trained and skilled manpower to carry out the testing, commissioning, training and application support with regard to the equipment supplied.
- (vi) The applicant should have trained and skilled manpower for periodic maintenance and prompt service support for breakdown calls in India.

(vii) The Bidder shouldn't have been barred by Government of India, State Govt., PSU/authority/agencies/body under Government of India or any State Government and the bar subsists as on the last date of submission of Bid.

1.12.3 Conditional tenders shall not be accepted.

1.13. Documents Establishing NSV's Eligibility and Conformity to Bidding Documents

1.13.1 To establish the NSV's eligibility, the documentary evidence of the NSV eligibility shall consist of a statement on the country of origin of the NSV offered which shall be confirmed by a certificate of origin at the time of shipment.

1.13.2 To establish the conformity of the NSV to the specifications and schedule of requirements of the bidding document, the documentary evidence of conformity of the NSV to the bidding documents may be in the form of literature, drawings and data, and shall consist of:

- (a) A detailed description of the essential technical and performance characteristics of the NSV;
- (b) A list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the NSV during the warranty/maintenance period following commencement of the use of the NSV by the Purchaser; and
- (c) An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the NSV to those specifications

1.13.3 For purposes of the commentary to be furnished pursuant to above, the Bidder shall note that standards for workmanship, material and equipment, designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive.

1.13.4 Alternate offers would not be considered.

1.14. Bid Security Declaration

1.14.1 The Bidder shall furnish, as part of its bid, a bid security declaration form in the format specified in **Annexure – II** accepting that if they withdraw

or modify their bids during period of validity etc., they will be suspended for 3 years for participating in any tenders of State Government of Central Government.

1.14.2 Bidders that are currently registered as MSMEs will continue to remain registered during the tender validity period also and are also exempted from payment of EMD. In case the tenderer falls in these categories, the bidder should furnish a certified copy of its valid registration details. Further firms who are having Udyog Aadhar Memorandum are entitled to all benefits available for MSMEs under the Public Procurement Policies for MSMEs and can get registered with any of the following agencies:

- (a) District Industries Centre
- (b) Khadi and Village Industries Commission
- (c) Khadi and Village Industries Board
- (d) Coir Board
- (e) National Small Industries Corporation
- (f) Directorate of Handicraft and handloom and
- (g) Any other body specified by the Ministry of MSME

1.15. Period of Validity of Bids

1.15.1 Bids shall remain valid for **minimum of 180 days after the date of bid opening** prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

1.15.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (by post, fax or e-mail). The bid security provided shall also be suitably extended failing which the bid would be summarily ignored. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

1.16. Documents Comprising Bid:

1.16.1 Technical Bid

- (a) Bidder Information Form (Annexure-I)

- (b) Bid Security Declaration Form (Annexure-II)
- (c) Performance Statement Form (Annexure-III)
- (d) Technical Specification Compliance Form (Annexure-IV)
- (e) Service Support Form (Annexure-V)
- (f) Bid Form (Annexure VI)
- (g) Performance Security Form (Annexure-VII)
- (h) Acceptance Certificate Form (Annexure VIII)
- (i) Format of Integrity Pact (Annexure-IX)
- (j) Format for declaration by the bidder for code of Integrity & Conflict of interest (Annexure-X)
- (k) Format of affidavit of Self certification of local Content (Annexure-XI)
- (l) Check List (Annexure-XII)
- (m) Work order and Supply certificate of successful supply of NSV from consultant/Contractor/Institutions shall be submitted to demonstrate the experience of similar contract.
- (n) Proof of turnover of the Bidder for last three financial years (2017-18, 2018-19 and 2019-20) duly certified by a Chartered Accountant.
- (o) Copies of original Memorandum and Articles of Association, defining the constitution or legal status, place of registration and place of business of the company, GST registration certificate and PAN details
- (p) Details of trained and qualified customers support engineers
- (q) To establish the conformity of the equipment and services to the specifications and schedule of requirements of the RFP, the documentary evidence of conformity of the equipment and services to the RFP may be in the form of literature, drawings and data, and shall consist of:
 - (i) A detailed description of the essential technical and performance characteristics of the equipment;

- (ii) A list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the NSV during the warranty period following commencement of the use of the NSV by the Purchaser
 - (iii) An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the NSV to those specifications
- (r) **Power of Attorney** in favour of signatory of the Bid in **physical form**

1.16.2 Financial Bid

- (a) **Price Bid which will be submitted in online mode only on Central Public Procurement Portal. Submission of financial bid in any other form shall amount to summarily rejection of bid.**

1.16.3 The Bidder shall submit the Power of Attorney in favour of signatory of the in hard copy or physical form before due date in sealed envelope at “*Director, Indian Academy of Highway Engineers (IAHE), Institutional area, A-5, Sector-62, Noida-201309*”

1.16.4 The bidder shall complete the price Bid form furnished in the bidding documents. The form must be completed without any alterations to its format and no substitutes shall be accepted. All blank spaces which are unlocked shall be filled in with the information requested.

1.16.5 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid detailing his/her name and contact details.

1.16.6 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the bid.

D. Preparation and Submission of Bids

1.17. Preparation and Submission of Bids

1.17.1 The bidder should submit their duly encrypted bids on the CPPP only i.e. <https://eprocure.gov.in/eprocure/app> before due date and time of submission mentioned in NIT. Bid submitted through any other means will be summarily rejected. You are requested to go through the uploading process well in advance so as to avoid last minute hitches. **(Bids received by FAX/E-mail also would not be considered for evaluation.)**

1.17.2 Hard copy of Power of Attorney (PoA) shall be submitted before due date and time mentioned in the NIT. In the event of the specified date for the submission of hard copy of PoA being declared a holiday for the Purchaser, the hard copy will be received up to the appointed time on the next working day.

1.17.3 Bidders should be in possession of valid Digital Signature Certificate (DSC) of class III in the name of the signatory to the Bid (who has Power of Attorney from the Bidder for signing of the Bid) for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above.

1.17.4 Bidders are advised to go through the instructions given on "CPP" portal for guidelines, procedures & system requirements. In case of any technical difficulty, Bidders may contact the help desk numbers & email ids mentioned at the CPP portal.

1.17.5 The Purchaser may, at its discretion, extend the deadline for submission of bids by amending the bid documents in accordance with Clause relating to Amendment of Bidding Documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended. Such amendments would appear as a corrigendum on <https://eprocure.gov.in/eprocure/app> against the relevant Tender ID.

1.18. Late Bids

1.18.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser will be rejected.

1.18.2 Such tenders shall be marked as late and not considered for further

evaluation.

1.19. [Withdrawal, substitution and Modification of Bids.](#)

1.19.1 It would be governed by the Standard Operating Procedure of the e-procurement portal.

1.19.2 The bidder may withdraw, correct or modify his digitally signed bid after submission prior to the deadline for submission of bids, through provisions of CPP portal.

1.19.3 The bidder is not allowed to modify or withdraw bid after deadline for submission of bids.

E. Opening and Evaluation of Bids

1.20. [Online Opening of Bids by the Purchaser](#)

1.20.1 The Purchaser shall online open Technical Bids on stipulated date and time as mentioned in NIT in the presence of the authorized representatives of the Bidders who choose to attend. In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time and location on the next working day.

1.20.2 Technical Bids of only those Bidders shall be opened **whose PoA has been received before due date in physical form**. The Purchaser shall prepare minutes of the Bid opening including information disclosed to those present at the time of Bid opening. In two-part bidding, the financial bid shall be opened only after technical evaluation.

1.21. [Confidentiality](#)

1.21.1 Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process or is not a retained professional advisor advising the Purchaser in relation to, or matters arising out of, or concerning the Bidding Process. The Purchaser will treat all information, submitted as part of the BID, in confidence and will require all those who have access to such material to treat the same in confidence. The Purchaser may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the

Purchaser or as may be required by law or in connection with any legal process.

1.21.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.

1.22. Clarification of Bids

1.22.1 To assist in the examination, evaluation, comparison and post qualification of the bids, the Purchaser may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Technical Bid. Such clarification(s) shall be provided within the time specified by the Purchaser for this purpose. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. However, no negotiation shall be held. Any clarification submitted by a bidder in respect to its bid which is not in response to a request by the purchaser shall not be considered. If a Bidder does not provide clarifications within the prescribed time, its Bid may be liable to be rejected. In case the Bid is not rejected, the Purchaser may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Purchaser.

1.22.2 Save and except as provided in this RFP, the Purchaser shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid. However, the Purchaser would display the result of technical evaluation on the web portal for 7 days including reasons for non-responsiveness, if any, and the Financial Bid will be opened thereafter.

1.23. Technical Evaluation and Financial Opening of Bids

1.23.1 The Purchaser shall examine the bids to confirm that all documents and other technical documentation have been provided, and to determine the completeness of each document submitted.

1.23.2 Prior to the detailed evaluation, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a bid shall be considered substantive responsive

bid only if

- (a) Technical Bid is received online as per the format mentioned at clause 1.16.1
- (b) POA is received physically
- (c) The bid validity is not shorter the bid validity required
- (d) The bidder is already shortlisted for participating in the bidding process on evaluation of Expression of Interests invited for supply of NSV at IAHE.
- (e) Technical Bid does not contain any condition or qualification
- (f) which conforms to all terms and condition of the bidding documents without material deviations, reservations or omissions.

1.23.3 A material deviation, reservation or omission is one that:

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

1.23.4 The purchasers' determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

1.23.5 **Detailed Technical Evaluation:** The eligibility and qualifications requirements of the bidder mentioned in clause 1.12 of RFP shall be evaluated by the evaluation committee based on the documentary evidences, undertaking etc. submitted by the bidder. Further, documents establishing the eligibility requirements of NSV and conformity to the bidding documents as mentioned in clause 1.13 of RFP shall be examined and evaluated by the evaluation committee. The documents mentioned at clause 1.16.1 of RFP shall be the basis of the technical evaluation of the bid by the evaluation committee.

1.23.6 After evaluation of Technical Bids, the Purchaser will publish a list of

technically responsive Bidders. The Purchaser shall notify other Bidders that they have not been technically qualified giving detail reasons for their Bid being non-responsive. The technically non-qualified Bidders have option of submitting clarifications / justifications in support of their Bid within 7 days' time period. After 7 days' time period Purchaser will re-examine the submission of such Bidders and publish final list of technically responsive Bidders. The Purchaser will not entertain any query or clarification from Bidders who fail to qualify.

1.23.7 The applicant shall have in-house or full access to equipment facilities similar to that is to be supplied and should be able to arrange for site visit of a committee that shall be constituted by IAHE for the purpose to carry out requisite testing to verify the technical specifications, functional capabilities and performance standards of the NSV. The committee constituted by IAHE shall visit the site on mutually decided date and verify the technical specifications, functional capabilities and performance standards of the NSV as per technical requirements mentioned in this RFP. Based on the recommendation of the said committee on technical specifications, functional capabilities and performance standards of the NSV, decision on rejection or acceptance of the technical bid of the bidder's shall be taken by IAHE and a list of bidders eligible for opening of Financial bids shall be published on CPPP.

1.23.8 The Purchaser shall inform the venue and time of online opening of the Financial Bids to the technically responsive Bidders through CPPP Portal. The Purchaser shall open online Financial Bids on schedule date and time in the presence of the authorised representatives of the Bidders who may choose to attend. The Purchaser shall publicly announce the rate of individual items and Bid Prices quoted by the technically responsive Bidders. Thereafter the Purchaser shall prepare a record of opening of Financial Bids and get it duly signed by the representatives of the Bidders.

1.23.9 If a bidder quotes Nil Charges/consideration, the bid shall be treated as non-responsive and will not be considered.

1.24. Non-Conformity, Error and Omission

1.24.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities or omissions in the Bid that do not constitute a

material deviation.

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

1.25. Evaluation and comparison of bids

1.25.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be responsive.

1.25.2 The Purchaser shall compare the Bid Prices of the Financial Bids which have been opened to determine the lowest Bid Prices.

1.25.3 The bids shall be evaluated on the basis of final cost quoted in INR inclusive of all applicable taxes.

1.25.4 Purchase preference shall be given to all local bidders in all procurements undertaken by the purchaser in the following manner:

Purchase Preference in accordance with order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 issued by Department for Promotion of Industry and Internal Trade

(a) If the tendered item is not divisible, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as per following procedure of evaluation:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid

within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within margin of purchase preference matches the L1 price; the contract may be awarded to the L1 bidder.

iv. "Class-II local supplier" will not get purchase in any procurement, undertaken by procuring entities.

(b) **Minimum local content:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%.

(c) **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.

(d) **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India have been specified in this tender and shall not be varied during the procurement transaction.

(e) **Verification of local content:**

i. The 'Class-I local supplier'/'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class -II local supplier' as the case may be. They shall also give details of the location(s) at which the local value addition is made.

ii. Decisions on complaints relating to implementation of the Order dated 16.09.2020 shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.

iii. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/accountant's certificates on random basis and in the case of complaints.

- iv. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rules 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

In case of MSME

1.25.5 In tender, where the items are divisible, the participating Micro and Small Enterprises (MSE) quoting price within price band of L1+15 (fifteen) per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 25 (twenty five) per cent of total tendered value. The 25 (twenty five) per cent quantity is to be distributed proportionately among these bidders, in case there are more than one MSMEs within such price band.

1.25.6 Within this 25% (Twenty five Percent) quantity, a purchase preference of 20 (twenty) per cent out of 25 (twenty five) per cent) is reserved for MSEs owned by Scheduled Caste (SC)/Scheduled Tribe (ST) entrepreneurs (if they participate in the tender process and match the L1 price). Further, out of the total annual procurement from the MSEs, (3%) three percent from within the 25% target shall be earmarked for procurement from MSEs owned by women. Provided that, in the event of failure of such SC/ST MSE to participate in tender process or meet tender requirements and L1 price, four per cent sub-target shall be met from other MSE.

1.25.7 In case the items are not divisible, then the MSE quoting price within price band L1 + 15% may be awarded for full/complete supply of total tendered quantity to MSE, considering the spirit of the policy for enhancing the Government procurement from MSEs.

F. AWARD OF CONTRACT

1.26. Negotiations

1.26.1 Normally, there shall not be any negotiation.

1.27. Award Criteria

1.27.1 The Purchaser will award the contract to the successful Class-I Local Supplier or Class-II Local Supplier determined based on the outcome of

evaluation procedure as per purchase preference order dated 16.09.2020 issued by DPIIT. The details of the award would be hosted on CPPP.

1.28. Option Clause

1.28.1 Deleted.

1.29. Purchaser's right to accept any Bid and to reject any or All Bids

1.29.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.

1.30. Notification of Award

1.30.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder. A Letter of Award (the LOA) shall be issued, in duplicate, by the Purchaser to the Selected Bidder and the Selected Bidder shall, within 7(seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Purchaser may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA.

1.30.2 Until a formal contract is prepared and executed, the notification of award should constitute a binding contract.

1.30.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security.

1.31. Signing of Contract

1.31.1 Promptly after notification, acknowledgement of the LOA as aforesaid by the Selected Bidder and submission of Performance Security, the Purchaser shall send the successful Bidder the Agreement/Purchase Order.

1.31.2 Within twenty-one (21) days of date of the Purchase Order, the successful Bidder shall sign, date, and return it to the Purchaser.

1.32. Performance Security

1.32.1 Within 21 days of receipt of the notification of award, the Bidder shall furnish performance security (PS) in the amount specified in SCC, valid till 60 days beyond the warranty/maintenance period.

1.32.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract.

1.32.3 The Performance Security shall be denominated in Indian Rupees.

1.32.4 The Performance security shall be in one of the following forms:

(a) A Bank guarantee or stand-by Letter of Credit issued by a Nationalized/ Scheduled bank located in India or a foreign bank with its operating branch in India in the form provided in the bidding documents. Or

(b) A Banker's cheque or Account Payee demand draft in favour of Indian Academy of Highway Engineers Or,

(c) A Fixed Deposit Receipt pledged in favour of Indian Academy of Highway Engineers.

1.32.5 The performance security will be discharged by the Purchaser and returned to the Bidder not later than 60 days following the date of completion of the Bidder's performance obligations, including any warranty obligations, unless specified otherwise in SCC, without levy of any interest.

1.32.6 In the event of any contract amendment, the bidder shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.

1.32.7 The performance security must be received within 21 days. However, the Purchaser has the powers to extend the time frame for submission of Performance Security (PS). Even after extension of time, if the PS is not received, the contract is liable to be cancelled provided that the purchaser, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained, may, for

cogent reasons, offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.

1.32.8 Whenever, the bidder submit the Performance Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to send advice of this Bank Guarantee to the designated bank of IAHE after obtaining details thereof from IAHE through SFMS (Structural Finance Messaging System) platform.

1.33. Pre-bid Conference (PBC)

1.33.1A Pre-bid Conference shall be held as indicated in NIT. The reply to the Pre-bid queries shall form the part of Contract Agreement.

1.34. Integrity Pact

1.34.1 Integrity Pact binds both buyers and sellers to ethical conduct and transparency in all activities from pre-selection of bidders, bidding and contracting, implementation, completion and operation related to the contract.

1.34.2 The Integrity pact essentially envisages an agreement between the prospective vendors/bidders and the buyer, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract. Only those vendors/bidders, who commit themselves to such a Pact with the buyer, would be considered competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification. The essential ingredients of the Pact include:

- i. Promise on the part of the Purchaser to treat all bidders with equity and reason and not to seek or accept any benefit, which is not legally available;
- ii. Promise on the part of bidders not to offer any benefit to the employees of the Purchaser not available legally and also not to commit any offence under Prevention of Corruption Act, 1988 or Indian Penal Code 1860;
- iii. Promise on the part of bidders not to enter into any undisclosed

agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts; etc.

- iv. Undertaking (as part of Fall Clause) by the bidders that they have not and will not sell the same material/equipment at prices lower than the bid price;
- v. Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates;
- vi. Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary;
- vii. Bidders to disclose any past transgressions committed over the specified period with any other company in India or Abroad that may impinge on the anti-corruption principle;
- viii. Integrity Pact lays down the punitive actions for any violation.

1.34.3 Each page of such Integrity pact proforma would be duly signed by Purchaser's competent signatory. All pages of the Integrity Pact are to be returned by the bidder (along with the technical bid) duly signed by the same signatory who signed the bid, i.e. who is duly authorized to sign the bid and to make binding commitments on behalf of his company. Any bid not accompanied by Integrity Pact duly signed by the bidder shall be considered to be a non-responsive bid and shall be rejected straightway.

1.34.4 The SCC shall specify whether there is a need to enter into a separate Integrity pact or not.

1.34.5 The Integrity Pact would be effective from the date of invitation of bids till complete execution of the contract.

1.34.6 The names and contact details of the Independent External Monitors (IEM) on the event of the need of IP is as detailed in the SCC.

1.34.7 The modal format of IP is at Chapter-8.

Chapter 2: Conditions of Contract

A. GENERAL CONDITIONS OF CONTRACT (GCC)

2.1. Definitions

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

- (a) "Contract" means the Contract Agreement entered into between the Purchaser and the Bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
- (c) "Contract Price" means the price payable to the Bidder as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (d) "Day" means calendar day.
- (e) "Completion" means the fulfillment of the Goods and related Services by the Bidder in accordance with the terms and conditions set forth in the Contract.
- (f) "GCC" mean the General Conditions of Contract.
- (g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Bidder is required to supply to the Purchaser under the Contract.
- (h) "Equipment" means all of the machinery and equipment, accessories, consumables and /or other materials that the bidder is required to supply to the Purchaser under the Contract.
- (i) "Related Services" means the services incidental to the supply of the goods, such as transportation, insurance, installation, training and initial maintenance and other necessary maintenance services and repair/replacement defects in the Equipment during warranty period and other such obligations of the Bidder under the Contract.

- (j) "SCC" means the Special Conditions of Contract.
- (k) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Bidder.
- (l) "Bidder" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (m) The "IAHE" means the Indian Academy of Highway Engineers, registered under the Societies Registration Act, 1860 of the Govt. of India having its registered office at A-5, Institutional Area, Sector-62, Noida-201309.
- (n) The "Purchaser" means IAHE as specified in SCC.
- (o) "The final destination," where applicable, means the place named in the SCC.

2.2. Contract Documents

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

2.3. Code of Integrity

- 2.3.1 Without prejudice to and in addition to the rights of the Purchaser to other penal provisions as per the bid documents or contract, if the Purchaser comes to a conclusion that a (prospective) bidder/bidder, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the Purchaser may take appropriate measures including one or more of the following:
 - (a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the purchaser;
 - (b) Forfeiture or encashment of any other security or bond relating to the procurement;

(c) Recovery of payments including advance payments, if any, made by the Purchaser along with interest thereon at the prevailing rate.

(d) Provisions in addition to above:

- i. Removal from the list of registered bidders and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year;
- ii. In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
- iii. Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

2.4. Joint Venture, Consortium or Association

2.4.1 Joint venture, consortium, or association are **not allowed to bid**.

2.5. Scope of Supply

2.5.1 The Goods and Related Services to be supplied shall be as specified in Chapter 4 i.e. Specifications and allied technical details.

2.6. Bidders' Responsibilities

2.6.1 The Bidder shall supply all the Goods and Related Services included in the Scope of Supply in accordance with Scope of Supply Clause of the GCC, and the Delivery and Completion Schedule, as per GCC Clause relating to delivery and document.

2.7. Contract price

2.7.1 Prices charged by the bidder for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Bidder in its bid.

2.8. Copy Right

2.8.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Original Equipment Manufacturer (OEM/AUTHORISED REPRESENTATIVE OF OEM) herein shall remain vested in the Original Equipment Manufacturer (OEM).

2.9. Application

2.9.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

2.10. Standards

2.10.1 The Goods supplied and services rendered under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

2.11. Use of Contract Documents and Information

2.11.1 The Bidder shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Bidder in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

2.11.2 The Bidder shall not, without the Purchaser's prior written consent, make use of any document or information enumerated above except for purposes of performing the Contract.

2.11.3 Any document, other than the Contract itself, enumerated above shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Bidder's performance under the Contract if so required by the Purchaser.

2.12. Patent Indemnity

2.12.1 The Bidder shall, subject to the Purchaser's compliance with GCC Sub-Clause 2.12.2 Indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise

existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Bidder or the use of the Goods in India; and

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

2.12.2 If any proceedings are brought or any claim is made against the Purchaser, the Purchaser shall promptly give the Bidder a notice thereof, and the Bidder may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any proceedings or claim.

2.13. Performance Security

2.13.1 Within 21 days of receipt of the notification of award, the Bidder shall furnish performance security in the amount specified in SCC, valid till 60 days after the warranty period.

2.13.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract

2.13.3 The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India and denominated in the currency of the contract in the case of offers received for supply from foreign countries or in equivalent Indian Rupees in case the Performance Security is submitted by the Indian Agent.

2.13.4 In the case of imports, the PS may be submitted either by the principal or by the Indian agent and, in the case of purchases from indigenous sources, the PS may be submitted by either the manufacturer or their authorized dealer/bidder.

2.13.5 The Performance security shall be in one of the following forms:

(a) A Bank guarantee or stand-by Letter of Credit issued by a Nationalized/Scheduled bank located in India or a bank located abroad having branch in India in the form provided in the bidding documents.

Or

(b) A Banker's Cheque or Account Payee demand draft in favour of

Indian Academy of Highway Engineers Or,
(c) A Fixed Deposit Receipt pledged in favour of Indian Academy of Highway Engineers

2.13.6 The performance security will be discharged by the Purchaser and returned to the Bidder not later than 60 days following the date of completion of the Bidder's performance obligations, including any warranty obligations, unless specified otherwise in SCC, without levy of any interest.

2.13.7 In the event of any contract amendment, the bidder shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.

2.13.8 The order confirmation must be received within 14 days. However, the Purchaser has the powers to extend the time frame for submission of order confirmation and submission of Performance Security (PS). Even after extension of time, if the order confirmation /PS are not received, the contract shall be cancelled provided that the purchaser, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained, may, for cogent reasons, offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.

2.13.9 Whenever, the bidder submit the Performance Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to send advice of this Bank Guarantee to the designated bank of IAHE after obtaining details thereof from IAHE through SFMS (Structural Finance Messaging System) platform.

2.14. Inspections and Tests

2.14.1 The inspections & test, training required would be as detailed in Chapter-4 of the Bidding Document relating to Specification and Allied Technical details.

2.15. Packing

2.15.1 The Bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final

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

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

2.16. Delivery and Documents

2.16.1 Delivery of the Goods and completion and related services shall be made by the bidder in accordance with the terms specified by the Purchaser in the contract. The details of shipping and/or other documents to be furnished by the bidder are specified in SCC.

2.16.2 The mode of transportation shall be as specified in SCC.

2.17. Insurance

2.17.1 The Goods supplied under the Contract shall be fully insured against any loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in SCC.

2.17.2 The bidder shall arrange and pay for Cargo Insurance, naming the purchaser as beneficiary and initiate & pursue claims till settlement, on the event of any loss or damage.

2.17.3 With a view to ensure that claims on insurance companies, if any, are lodged in time, the bidders shall be responsible for follow up with their principals for ascertaining the dispatch details and informing the same to the Purchaser and he shall also liaise with the Purchaser to ascertain the arrival of the consignment after clearance so that immediately thereafter in his presence the consignment could be opened and the insurance claim be lodged, if required, without any loss of time. Any delay on the part of the bidder would be viewed seriously and he shall be directly responsible for any loss sustained by the purchaser on the event of the delay.

2.18. Transportation

2.18.1 The Bidder is required under the Contract to transport the Goods to a specified destination in India, defined as the Final Destination, transport to such destination, including insurance and storage, as specified in the Contract, shall be arranged by the Bidder, and the related costs shall be included in the Contract Price.

2.19. Incidental Services

2.19.1 The bidder may be required to provide any or all of the services, including training, if any, specified in chapter 4.

2.20. Spare Parts

2.20.1 The Bidder shall be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Bidder:

- (a) Such spare parts as the Purchaser may elect to purchase from the Bidder, providing that this election shall not relieve the Bidder of any warranty obligations under the Contract; and
- (b) In the event of termination of production of the spare parts:
 - i. Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - ii. Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

2.21. Warranty

2.21.1 The Bidder warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

2.21.2 The Bidder further warrants that the Goods shall be free from defects arising from any act or omission of the Bidder or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India.

2.21.3 Unless otherwise specified in the SCC, the warranty shall remain valid for

5 years after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC.

2.21.4 The Purchaser shall give notice to the Bidder stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Bidder to inspect such defects.

2.21.5 Upon receipt of such notice, the Bidder shall, within a reasonable period of time of time not exceeding 15 days, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

2.21.6 If having been notified, the Bidder fails to remedy the defect within a reasonable period of within a period of 15 days time; the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Bidder's risk and expense and without prejudice to any other rights which the Purchaser may have against the Bidder under the Contract.

2.21.7 Goods requiring warranty replacements must be replaced on free of cost basis to the purchaser. If the warranty replacements are to be imported, it should be supplied on DDP basis.

2.21.8 Warranty defects / free replacement: Warranty shall involve free maintenance of the whole equipment supplied including free replacement of parts. The defects, if any, during warranty period are to be rectified free of charge by arranging for free replacement wherever necessary. This include cost, insurance, freight, customs duty, octroi, levies / taxes if any, which should be borne by the bidder.

2.22. Terms of Payment

2.22.1 The method and conditions of payment to be made to the Bidder under this Contract shall be as specified in the SCC.

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

2.22.3 Payments shall be made promptly by the Purchaser but in no case later than Sixty (60) days after submission of the invoice or claim by the Bidder. While claiming the payment, the bidder should certify in the bill/invoice that the payment being claimed strictly in terms of the contract and all obligations on the part of the bidder for claiming the payment have been fulfilled as required under the contract.

2.22.4 Payment shall be made in Indian Rupees.

2.23. Change Orders and Contract Amendments

2.23.1 The Purchaser may at any time, by written order given to the Bidder pursuant to Clause on Notices of the GCC make changes within the general scope of the Contract in any one or more of the following:

- (a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser
- (b) The method of shipping or packing
- (c) The Services to be provided by the bidder
- (d) Increase or decrease in the quantity required, exercise of quantity opinion clause;
- (e) Changes in schedule of deliveries and terms of delivery;
- (f) The changes in inspection arrangements:
- (g) Changes in terms of payments and statutory levies;
- (h) Changes due to any other situation not anticipated;

2.23.2 If any such change causes an increase or decrease in the cost of, or the time required for, the bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or supply schedule, or both, and the Contract shall accordingly be amended. Any claims by the bidder for adjustment under this clause must be asserted within fifteen (15) days from the date of the bidder's receipt of the Purchaser's change order.

2.23.3 No variation or modification in the terms of the contract shall be made except by written amendment agreed upon by both Purchaser and bidder.

2.24. Assignment

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

2.25. Subcontracts

2.25.1 No subcontracting shall be allowed for manufacturing of Equipment or performing any of the Related Services.

2.26. Extension of time

2.26.1 Delivery of the Goods and performance of the Services shall be made by the Bidder in accordance with the time schedule specified by the Purchaser.

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

2.26.3 Except as provided under the Force Majeure clause of the GCC, a delay by the Bidder in the performance of its delivery obligations shall render the Bidder liable to the imposition of liquidated damages pursuant to liquidated damages Clause of the GCC unless an extension of time is agreed upon pursuant to above clause without the application of penalty clause.

2.27. Liquidated Damages

2.27.1 Subject to GCC Clause on Force Majeure, if the Bidder fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services or contract value in case the delivered price of the delayed goods or unperformed services cannot be ascertained from the contract, for each week or part thereof of delay

until actual delivery or performance, up to a maximum deduction of the Percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause on Termination for Default.

2.28. Termination for Default

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

- (a) If the Bidder fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause on Extension of Time; or
- (b) If the Bidder fails to perform any other obligation(s) under the Contract.
- (c) If the Bidder, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices etc as defined in GCC Clause and ITB clause on code of integrity in competing for or in executing the Contract.
- (d) If the bidders fails to comply with inspection and testing requirements of any Equipment.

2.28.2 In the event the purchaser terminates the contract in whole or in part, he may take recourse to any one or more of the following action:

- (a) The Performance Security is to be forfeited;
- (b) The purchaser may procure, upon such terms and in such manner as it deems appropriate, stores similar to those undelivered, and the bidder shall be liable for all available actions against it in terms of the contract.
- (c) However, the bidder shall continue to perform the contract to the extent not terminated.

2.29. Force Majeure

2.29.1 Notwithstanding the provisions of GCC Clauses relating to extension of time, Liquidated damages and Termination for Default the Bidder shall not

be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

2.29.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

2.29.3 If a Force Majeure situation arises, the Bidder shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by the Purchaser in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

2.29.4 If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussions on either side.

2.30. Termination for Insolvency

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

2.31. Termination for Convenience

2.31.1 The Purchaser, by written notice sent to the Bidder, may terminate the Contract, in whole or in part, at any time. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Bidder under the Contract is terminated, and

the date upon which such termination becomes effective.

2.31.2 The Goods that are complete and ready for shipment within 15 days after the Bidder's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(a) To have any portion completed and delivered at the Contract terms and prices; and/or

(b) To cancel the remainder and pay to the Bidder an agreed amount for partially completed Goods and for materials and parts previously procured by the Bidder.

2.32. Settlement of Disputes

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

2.32.2 If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Bidder may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

2.32.3 The dispute settlement mechanism/arbitration proceedings shall be concluded as under:

(a) In case of Dispute or difference arising between the Employer and a domestic contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act 1996. The parties shall make efforts to agree on a sole arbitrator and only if such an attempt does not succeed and the Arbitral Tribunal consisting of 3 arbitrators one each to be appointed by the Employer and the Contractor and the third Arbitrator to be chosen by the two

Arbitrators so appointed by the Parties to act as Presiding Arbitrator shall be considered. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the *Council, Indian Roads Congress.

- (b) The Arbitral Tribunal shall consist of three Arbitrators one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties, and shall act a presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding arbitrator shall be appointed by the *Council, Indian Roads Congress.
- (c) If one of the parties fails to appoint its arbitrator in pursuance of sub clause (a) and (b) above within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then *Council, Indian Roads Congress shall appoint the arbitrator. A certified copy of the order of the Council, Indian Roads Congress, making such an appointment shall be furnished to each of the parties.
- (d) Arbitration proceedings shall be held in India, and the language of the arbitration proceedings and that of all documents and communication between the parties shall be English.
- (e) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- (f) Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the owners

shall not be withheld, unless they are the subject matter of the arbitration. Proceedings.

2.33. Governing Language

2.33.1 The contract shall be written in English language which shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the English language only.

2.34. Applicable Law

2.34.1 The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction as specified in SCC.

2.35. Notices

2.35.1 Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by cable, telex, FAX, e-mail or and confirmed in writing to the other party's address specified in the SCC.

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

2.36. Taxes and Duties

2.36.1 The Bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside India.

2.36.2 For goods Manufactured within India, the Bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred till its final manufacture/production.

2.36.3 All payments due under the contract shall be paid after deduction of statutory levies (at source) (like IT, TDS, GST etc.) wherever applicable.

2.37. Right to use Defective Goods

2.37.1 If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering

with the Purchaser's operation.

2.38. Protection against Damage

2.38.1 The system shall not be prone to damage during power failures and trip outs.

2.39. Site preparation and installation

2.39.1 The Purchaser is solely responsible for the construction of the equipment sites in compliance with the technical and environmental specifications defined by the Bidder. The Purchaser will designate the installation sites before the scheduled installation date to allow the Bidder to perform a site inspection to verify the appropriateness of the sites before the installation of the Equipment, if required. The bidder shall inform the purchaser about the site preparation, if any, needed for installation, of the goods at the purchaser's site immediately after notification of award/contract.

2.40. Risk Purchase Clause

2.40.1 If the bidder fails to deliver the goods within the maximum delivery period specified in the contract or Purchase Order, the purchaser may procure, upon such terms and in such a manner as it deems appropriate, Goods or Services similar to those undelivered and the Bidder shall be liable to the purchaser for any excess costs incurred for such similar goods or services.

2.41. Option Clause

2.41.1 Deleted

2.42. Integrity Pact

2.42.1 The SCC shall specify whether there is a need to enter into a separate Integrity pact or not.

2.42.2 The names and contact details of the Independent External Monitors (IEM) on the event of the need of IP is as detailed in the SCC.

2.43. Order Acceptance

2.43.1 The successful bidder should submit Order acceptance within 14 days from the date of issue of order, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited.

2.44. Purchase Preference

2.44.1 The purchaser intends to give product reservation/purchase preference/price preference in line with current Govt. of India

procurement policies to help inclusive national economic growth by providing long term support to Micro, Small and Medium enterprises (MSMEs) and disadvantaged sections of the society and to address environmental concerns along with preferential market access in govt. procurements. Bidders desirous of submitting their bids in accordance with the Make in India Policy of GOI must submit an Affidavit of self-Certification regarding minimum local content as per the format enclosed with the bidding document.

B. SPECIAL CONDITIONS OF CONTRACT

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

Sr. N.	GCC Clause Ref	Condition
1	GCC 2.1.1(o)	The Purchaser is: Indian Academy of Highway Engineers, Institutional Area, A-5, Sector-62, Noida-201309
2	GCC 2.1.1(p)	The Final Destination is: Indian Academy of Highway Engineers, Institutional Area, A-5, Sector-62, Noida-201309, E-mail: director.iahe@gmail.com
3	GCC 2.13.1	The amount of the Performance Security shall be 3 % of the contract value.
4	GCC 2.15.2	The marking and documentation within and outside the packages shall be: (a) Each package should have a packing list within it detailing the part No(s), description, quantity etc. (b) Outside each package, the contract No., the name and address of the purchaser and the final destination should be indicated on all sides and top. (c) Each package should be marked as 1/x, 2/x, 3/xx/x, where "x" is the total No. of packages contained in the consignment. (d) All the sides and top of each package should carry an appropriate indication/ label/ stickers indicating the precautions to be taken while handling/storage.
5	GCC 2.16.1	Details of Shipping and other Documents to be furnished by the Bidder are : <u>For goods manufactured within India</u> Within 24 hours of dispatch, the bidder shall notify the purchaser the complete details of dispatch and also supply following documents by registered post / speed

Sr. N.	GCC Clause Ref	Condition
		<p>post and copies thereof by FAX/Email.</p> <ol style="list-style-type: none"> 1. Two copies of Bidder's Invoice indicating, <i>inter-alia</i> description and specification of the goods, quantity, unit price, total value; 2. Packing list; 3. Certificate of country of origin; 4. Insurance certificate, if required under the contract; 5. Receipt/Consignment note; 6. Manufacturer's guarantee certificate and in-house inspection certificate; 7. Inspection certificate issued by purchaser's inspector, if any; and 8. Any other document(s) as and when required in terms of the contract. <p>Note:</p> <ol style="list-style-type: none"> 01. The nomenclature used for the item description in the invoices, packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s). 02. The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Bidder will be responsible for any consequent expenses. <p><u>For goods manufactured abroad –</u></p> <p>Within 24 hours of dispatch, the bidder shall notify the purchaser the complete details of dispatch and also supply following documents by Registered Post/courier and copies thereof by FAX/Email.</p> <ol style="list-style-type: none"> 1. Two copies of bidder's Invoice giving full details of the goods including quantity, value, etc.;

Sr. N.	GCC Clause Ref	Condition
		<p>2. Packing list;</p> <p>3. Certificate of country of origin issued by bidder;</p> <p>4. Manufacturer's guarantee and Inspection certificate;</p> <p>5. Inspection certificate issued by the Purchaser's Inspector, if any;</p> <p>6. Insurance Certificate, if required under the contract;</p> <p>7. Name of the Vessel/Carrier;</p> <p>8. Bill of Lading/Airway Bill;</p> <p>(I) Any other document(s) as and when required in terms of the contract.</p> <p>Note:</p> <p>01. The nomenclature used for the item description in the Invoices (s), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s).</p> <p>02. The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Bidder will be responsible for any consequent expenses.</p>
6	GCC 2.16.2	<p>In case of supplies from within India, the mode of transportation shall be by Road.</p> <p>In case of supplies from abroad, the mode of transportation shall be by Air/ship.</p>
7	GCC 2.17.1	<p>The Insurance shall be for an amount equal to 110% of the CIF or CIP value of the contract from within "warehouse to warehouse (final destination)" on "all risk basis" including strikes, riots and civil commotion.</p>
8	GCC 2.21.3	<p>The period of validity of the Warranty shall be as per Schedule of Requirement from the date of installation and acceptance.</p>

Sr. N.	GCC Clause Ref	Condition
9	GCC2.22.1	NA
	GCC 2.22.1	<p>Payment: The payment shall be made in Indian Rupees, as follows:</p> <p>On Delivery</p> <p>40 % of Contract Price shall be paid on receipt of the all the Goods/Equipments/vehicle at IAHE and upon submission of the documents specified in GCC.</p> <p>30 % of Contract Price shall be paid on installation of complete NSV and Demonstration and hands-on Training to officers of IAHE for one month period and acceptance certificate issued by the purchaser.</p> <p>During Maintenance Period (5 years)</p> <p>Annual payment shall be made at the rate of 6 % of Contract Price on satisfactory maintenance and support services after deducting the salary of manpower as specified.</p> <p>Note:</p> <p>All payments due under the Contract shall be paid after deduction of statutory levies at source (like ESIC, Income Tax, etc. GST- TDS), wherever applicable.</p>
10	GCC 2.27.1	The penalty shall be 0.5% per week or part of a week towards late delivery and towards delay in installation and commissioning.
	GCC 2.27.1	The maximum amount of penalty shall be 5 % The liquidated damages shall be levied on the delivered price of the delayed Goods or unperformed Services or Contract Value as applicable.
11	GCC 2.34.1	The place of jurisdiction is New Delhi, INDIA

Sr. N.	GCC Clause Ref	Condition
12	GCC 2.35.1	For notices, the Purchaser's address is Attention : The Director, Location : Indian Academy of Highway Engineers A-5, Institutional Area, Sector-62, Noida-201309 Telephone No.: 0120-2400085-86 Email address: director.iahe@gmail.com
13	GCC 2.42.1	The integrity pact is to be/not to be signed. Applicable
14	GCC 2.42.2	<i>The name and contact details of the IEMs are as under:</i> Not Applicable

CHAPTER 3 (a)

Schedule of Requirements

1	Description of Equipment	As per Specifications details at Chapter 4
2	Delivery Schedule	180 days from the date of acceptance of Purchase Order
3	Period required for installation and commissioning of the equipment after arrival of consignment at the premises of IAHE, Noida	60 Days from the date of receipt of equipment of imported at IAHE, Noida
4.	Warranty	Comprehensive Warranty for entire assembly- 5 years
5.	Final Destination	Indian Academy of Highway Engineers (IAHE) A-5, Institutional Area, Sector-62, Noida-201309 (INDIA) Phone No. : 0120-2400085-86 e-mail : director.iahe@gmail.com
6.	Incidental Services	1.Installation & Demonstration: Installation of equipment, training and demonstration on equipment operation shall be provided at IAHE, Noida 2. Training: Training shall be imparted in IAHE Noida after installation of the equipment on free of cost basis for one month.

CHAPTER 3 (b)

Schedule of Requirement

Sl. No.	Brief Description of Goods & Services	Quantity	Physical Unit	Final destination/ Place	Delivery Schedule (to be filled by the bidder)	Time frame required for conducting installation, commissioning of the eqpt., acceptance test, etc. after the arrival of consignment (to be filled by the bidder)

Term of delivery: FOB / FCA / CIF/CIP _____
(named port of shipment or named place of delivery)

(retain only one)

Period of delivery shall count from: _____
(to be filled by the bidder)

Scope of Supply: _____

Training requirement:

_____ **(Location, no. of persons, period of training, nature of training)**

Warranty Period:

Date :

Place :

Signature of the Bidder

Notes for Bidders:

1. The delivery schedule shall clearly indicate the time period within which the successful bidder must deliver the consignment in full from the date of establishment of LC or from the date of contract or from the date of advance payment etc. It should also indicate separately the time period desired for installation and commissioning of the equipment after arrival of the consignment at the premises of the Purchaser.

2. The date or period for delivery should be carefully specified, taking into account

a. The implications of delivery terms stipulated in the Instructions to Bidders pursuant to the Inco terms rules (i.e., EXW, or CIF, CIP, FOB, FCA terms- that "delivery" takes place when goods are delivered to the carriers), and

b. The date prescribed herein from which the delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit, date of releasing advance payment etc.).

Chapter 4: Specifications and Allied details

4.1. General

1. The Bidder shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as required and as are specified hereby.
2. The inspections and tests may be conducted on the premises of the Bidder or its subcontractor(s), at the point of delivery and/or at the Goods final destination.
3. Whenever the Bidder is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Bidder shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
4. If any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Bidder shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
5. The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at final destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.
6. The Bidder shall provide the Purchaser with a report of the results of any such test and/or inspection.
7. With a view to ensure that claims on insurance companies, if any, are lodged in time, the bidders and /or the Indian agent, if any, shall be responsible for follow up with their principals for ascertaining the dispatch details and informing the same to the Purchaser and he shall also liaise with the Purchaser to ascertain the arrival of the consignment after customs clearance so that immediately thereafter in his presence the consignment could be opened and the insurance claim be lodged, if required, without any loss of time. Any delay on the part of the bidder/ Indian Agent would be viewed seriously and he shall be directly responsible for any loss sustained by the purchaser on the event of the delay.
8. Before the goods and equipment are taken over by the Purchaser, the Bidder shall supply operation and maintenance Manuals together with literature,

Drawings of the goods and equipment built and operation manual. These shall be in such details as will enable the Purchase to operate, maintain, adjust and repair all parts of the works as stated in the specifications.

9. The Manuals and Drawings shall be in the ruling language (English) and in such form and numbers as stated in the Contract.
10. Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purposes of taking over until such Manuals and Drawing have been supplied to the Purchaser.
11. On successful completion of acceptability test, receipt of deliverables, etc. and after the Purchaser is satisfied with the working of the equipment, the **acceptance certificate** signed by the Bidder and the representative of the Purchaser will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the equipment

4.2. **Manufacturer's Inspection Certificate**

After the goods are manufactured and assembled, inspection and testing of the goods shall be carried out at the bidder's plant by the bidder, prior to shipment to check whether the goods are in conformity with the technical specifications. Manufacturer's test certificate with data sheet shall be issued to this effect and submitted along with the delivery documents. The purchaser reserves the options to be present at the bidder's premises during such inspection and testing. In case of imported item, inspection and testing of the goods shall be carried out at the bidder's plant by the bidder, prior to dispatch of NSV at IAHE to check whether the goods are in conformity with the technical specifications.

4.3. **Pre Dispatch Inspection**

- 4.3.1 The Purchaser shall carry out inspections and tests on the Equipment in the manner set out in SCC and at locations specified in Clause 4.3.2 of Chapter 4.
- 4.3.2 The inspections and tests shall be conducted on the Equipment at the site of bidder.
- 4.3.3 Whenever the bidder is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser.
- 4.3.4 If any inspected or tested Equipment fail to conform to the specifications,

the Purchaser may reject the Equipment and the Original Equipment Manufacturer (OEM/AUTHORISED REPRESENTATIVE OF OEM) shall either replace the rejected Equipment or make alterations necessary to meet specification requirements free of cost to the Purchaser.

4.3.5 The Original Equipment Manufacturer (OEM/AUTHORISED REPRESENTATIVE OF OEM) shall provide the Purchaser with a report of the results of any such test and/or inspection.

4.4. Third Party Inspection

4.4.1 IAHE on its discretion may assign the task of inspection of NSV to any third party and the supplier should facilitate the third party in inspection of the NSV and generation of report.

4.5. Acceptance Test

4.5.1 The acceptance test will be conducted by the Purchaser, their consultant or other such person nominated by the Purchaser at its option after the equipment is installed at Purchaser's site in the presence of bidder's representatives. The acceptance will involve trouble free operation. There shall not be any additional charges for carrying out acceptance test. No malfunction, partial or complete failure of any part of the equipment is expected to occur. The Bidder shall maintain necessary log in respect of the result of the test to establish to the entire satisfaction of the Purchaser, the successful completion of the test specified.

4.5.2 On the event of the ordered item failing to pass the acceptance test, a period not exceeding four weeks will be given to rectify the defects and clear the acceptance test, failing which, the Purchaser reserve the right to get the equipment replaced by the Bidder at no extra cost to the Purchaser.

4.5.3 Successful conduct and conclusion of the acceptance test for the installed goods and equipment shall also be the responsibility and at the cost of the Bidder.

4.6. Training

As per Schedule of requirement

4.7. Warranty

As per Schedule of requirement

4.8. Annual Maintenance Contract

The Annual Maintenance cost is included in the price bid to be quoted by the bidder for a period of five years.

4.9. Incidental Services

As per Schedule of requirement

4.10. Support Staff

The contractor shall provide a person having diploma or degree in science background and well versed with NSV data acquisition, processing, analysis and reporting having minimum experience of two years in conducting inventory and condition survey through NSV. The said personnel will attend the office at IAHE on 6 days a week for 5 years and shall be responsible for conducting inventory and condition survey at any part of the country by NSV and providing NSV survey report as per the direction of IAHE as and when required. He should be able to provide first level support in case there is any failure during working. He will be on supplier pay roll and work at IAHE for NSV survey and data processing. The salary payment to him shall be made by IAHE at the rate of Rs. 40,000/- per month with an increment of 3% per annum and the same shall be deducted from annual payment to be made to the contractor for maintenance and support services. His travel expense will be borne by IAHE. In case the person left the organization the replacement will be provided by the supplier.

4.11. Technical requirement of NSV

The functional and performance requirement of NSV shall be as under:

1. It should be an automated system installed on suitable passenger vehicle that accommodate the system sensors along with other requirements. It should automatically provide 2D & 3D pictures of road surface of every meter tested. The data acquisition, data processing, data analysis and results reporting software should be able to detect, measure and report the road defects / conditions without user intervention.
2. The road defect system should be distance triggered and automatically detect, measure dimension and count the following defects with herein mentioned accuracy and resolution.

3. The functional and performance requirement are as under:

Sr. No.	Defects/object	Functional and performance requirement
1	Scanning based laser crack measurement system	
	Crack measurement	length, width, depth, area and counting
	Sealed Crack area	area and counting
	Ravelling	area
	Bleeding	percentage area
	Depression	area and counting of points
	Disintegration	area and counting
	Patch area	area and counting
	Pothole	area, depth, counting and type of pothole
	Edge Break	depth / height, length and area
	Drop-Off and Curb	depth / height, length and area
	Concrete	Joint Module
		Spalling and Fault measurement
	Bridge	expansion joints measurement as per IRC SP:69-2011
	Bridge approach	riding quality measurement
	Road Geometry	gradient, slope and cross slope
	Texture	Macro Texture measurement (MPD & MTD) in all 5 AASHTO bands
	Shoving	height and width measurement
	Roughness	Roughness of Entire lane width as per ASTM E 950
	Rutting	depth and width measurement for entire lane as per ASTM E1703 Standard
	Lane Marking	Area, characterization,
	Rumble strip	detection
	Manmade objects	detection and counting
	Geotagging	GPS coordinate for all defects and a provision to show the test road on google map based on the GPS data points collected

Sr. No.	Defects/object	Functional and performance requirement
	Depth measurement	range should be atleast 250mm with ± 0.25 accuracy and resolution ± 0.1 mm
	Transverse	range should be minimum 4000mm with accuracy ± 1.0 mm
	Data Points	Atleast 4000 data points should be measured for measurement of 4 meters transverse width
	System requirement	The system should be IP 65 rated and work in Indian environment conditions with maximum temperature up to 40°C, should have Driver Wander control function, working speed from 0 to 100 km/h, the distance accuracy should be better than $\pm 0.1\%$ for atleast 10km.
2	Data acquisition, data processing and data analysis software	
	Software	Data acquisition, data processing and data analysis software should work automatically without user intervention
		The reporting software should work automatically without user intervention for road details, reporting distance etc and prepare the report and MS-Excel sheets
		There should be atleast 03 nos. license required for all data processing, analysis and reporting software
		<p>There should be automatic merging of parallel overlapping 3D Road Surface images in order to create a single 3D surface, including removing any "double-counted" Distress at the merge point. This feature is required for multi-lane highways where each lane is scanned.</p> <p>It should have ability to use NSV for survey-grade pavement elevation measurement in order to support 3D design, 3D milling, 3D paving and 3D compaction.</p> <p>It should Map latitude, longitude and elevation down to individual points, to import and correct survey data using post-processed GPS to maximize positional accuracy.</p>

Sr. No.	Defects/object	Functional and performance requirement
		<p>It should be able to fuse/tie data to traditional survey through survey coordinate import.</p> <p>It should export merged surfaces as JPG / BMPs that include distress data and also merged surfaces as LAS (point clouds) that include distress data for any user defined program / process.</p>
3	Camera for Road Inventory	
	System	It should have road inventory detection and measurement system with 360° Camera along with independent memory, High precision GPS, IMU and DMI.
	Camera	The 360° Camera should be IP 67 or better rated for outside vehicle working.
		It should have Lense protection and water proof connectors.
		The image resolutions should be minimum 1600 x 1200 pixel.
		All pictures should be compressed and stitched together automatically. It should have integrated memory of atleast 300 lane km.
		High Precision DGPS and IMU should be integrated for location and terrain identification. All pictures should be GPS tagged along with road chainage.
		DMI should be provided for user defined distance based triggering with minimum 5 meter onward.
4	Validation Object	
		System should be supplied with Calibration / Validation object along with software to verify that entire system is working satisfactory as per manufacturer specifications
5	Vehicle	
	<ul style="list-style-type: none"> ✓ Suitable vehicle to accommodate up to 4 person excluding driver and operator. ✓ Atleast 4-cylinder diesel engine of more than 2500CC and 110 HP, with atleast 5 forward gear, power steering and Monocoque body 	

Sr. No.	Defects/object	Functional and performance requirement
		<p>construction, Hydraulic telescopic double acting at front & rear suspension, Dual Circuit Hydraulic Brake with vacuum assisted, ABS with EBD.</p> <ul style="list-style-type: none"> ✓ Vehicle width should be more than 2200mm and height should be more than 2600mm. ✓ It should be provided with luxury push back seats for one operator and atleast 4 passengers. There should be safety seat belt for all users. ✓ Vehicle should be fully air conditioned for all type of weather. There should be a roof mounted LCD (size- 43' or better) display to review the survey data. Power backup to operate the entire system without charge up to atleast 300km or 10 hours. ✓ There should be sufficient space for complete system and its accessories and luggage of travelers. ✓ It should be covered with reflected white and red color tape. Provided with yellow beacon light, sufficient cabin light near system and on stairs. ✓ Registration of Vehicle should be done in the name of Indian Academy of Highway Engineers. Third party comprehensive insurance shall be included.
6		One Computer inside the vehicle and one additional Laptop
		<ul style="list-style-type: none"> ✓ Suitable in vehicle PC for data acquisition with memory to store more than 1000 lane km data. ✓ 04 Nos. 1TB External SSD for data transfer / storage. ✓ Laptop i10, 16GB RAM, 1TB SSD, 2GB Graphic Card with latest Windows, MS, Office, antivirus, wireless keyboard and mouse. ✓ All software used with system should be original.

4. **Warranty/ Maintenance:** The entire system will be covered for all type of failure for five years and it should get calibrated twice in five years at manufacturer facility at the discretion of IAHE.

5. **Training at IAHE:** The supplier shall provide the training and demonstration on NSV for 1 month time to the officers/trainees at IAHE. Besides, the supplier

shall also provide classroom training and hands on training for 20 days in a year to the trainees/engineers at IAHE.

CHAPTER 5 : Price Bid Form

Price Bid

The price bid form has been uploaded on CPPP. The format of price bid is as under:

Sr. No.	Description of item	Unit Price (INR)
1	NSV system including Laser Scanning based crack Measurement System, Distance measurement Instrument (DMI), Inertial Navigation system such DGPS etc., Data analysis Software and integration software with lifetime license and up gradation subscription (3 nos.), Imaging system for road inventory such as 360-degree Camera, one Computer and one Laptop, UPS/Battery backup, Validation Tool (Detailed Technical specifications shall be complying the technical requirements mentioned in the RFP)	
2	Vehicle including its registration, comprehensive third-party insurance etc.	
3	Maintenance, Calibration cost, training and manpower etc.	

CHAPTER 6: Qualification Requirements

Sr. No.	Qualification requirement	Complied/ Agreed
1.	Vendors / bidder / manufacture / Indian agent should not be debarred /black listed by any government organization for any product. If the same is detected at any stage the contract will be terminated.	
2.	<p>Either the Indian Agent on behalf of foreign principal or the foreign principal could directly bid in a tender but both could not quote. However, the offer of the Indian Agent should also accompany the authorization letter from their Principal.</p> <p>Further, to maintain sanctity of tendering system one Indian Agent cannot represent two different foreign Principals in one tender. One manufacturer can authorize only one agent/dealer</p>	
3.	Complete system consisting of all the ordered material should be supplied from one port of shipment.	
4.	The bidder should be a manufacturer/authorized representative of a manufacturer/themselves, who must have designed, manufactured, tested, and supplied the equipment(s) similar to the type specified in the "Technical Specifications. The MAF (Manufacturer Authorization Form) must be enclosed.	
5.	The Vendor must have supplied a system similar to the quoted item to at least one user in Indian or abroad and should provide documentary evidence for the same	
6.	Vendor shall be ready to furnish performance certificate of the previously supplied similar equipment	
7.	Training shall be imparted in IAHE after installation of the equipment on free of cost basis.	

Agreed & Submitted with Seal & Sign: -----

Seal & Signature of the Principal / Indian Agent

Note for Bidders as regards Qualification Requirement:

- a. 'Doctrine of Substantial Compliance': The Pre-Qualification Bidding (PQB) and Pre-Qualification Criteria (PQC) are for short listing of sources who are competent to perform this contract to ensure best value for money from expenditure of Public Money. This process is neither intended to bestow any entitlement upon nor to create any rights or privileges for the Bidders, by way of overly hair-splitting or viciously legalistic interpretations of these criteria, disregarding the very rationale of the PQB and PQC. Keeping this caveat in view, interpretation by the Purchaser would be based on common usage of terminologies and phrases in public procurement in accordance with the 'Doctrine of Substantial Compliance' and would be final.
- b. The Bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity.
- c. One agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
 - i. The Principal manufacturer directly
 - ii. Indian agent on behalf of only one principal.
- d. Along with all the necessary documents/certificates required as per the tender conditions, the bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity (both technical and financial), for manufacture and supply of the required goods/equipment, within the specified time of completion, after meeting all their current commitments.
- e. Supporting documents submitted by the bidder must be certified as follows:
 - i. All copy of supply/work order; respective completion certificate and contact details of clients; documents issued by the relevant Industries Department/National Small Industries Corporation (NSIC)/ manufacturing

license; annual report, etc., in support of experience, past performance and capacity/capability should be authenticated by the by the person authorized to sign the tender on behalf of the bidder. Original Documents must be submitted for inspection, if so demanded.

- ii. All financial standing data should be certified by certified accountants, for example, Chartered Accountants.
- f. A bidder or any of its affiliates who participated as a consultant in the preparation of the design or technical specifications of the contract i.e. the subject of the bid; cannot participate in the bidding process.
- g. Indian agents quoting on behalf of its foreign principal need to submit a copy of the agency agreement with the foreign principal detailing the services to be rendered by them on behalf of the principals, failing which its bid shall not be considered.

CHAPTER 7: Contract Form

Contract No. _____ Date: _____

THIS CONTRACT AGREEMENT is made the *[insert: number]* day of *[insert: month]*, *[insert: year]*.

BETWEEN

(1) The Indian Academy of Highway Engineers registered under the Societies Registration Act 1860 of the Government of India having its registered office at A-5, Institutional Area, Sector-62, Noida-201309, India represented by *[Director, IAHE]* (hereinafter called "the Purchaser"), and

(2) *[Insert name of Bidder]*, a corporation incorporated under the laws of *[insert: country of Bidder]* and having its principal place of business at *[insert: address of Bidder]* (hereinafter called "the Bidder").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[Supply of material testing laboratory equipments, their installation, maintenance and demonstration at IAHE , Noida]* and has accepted a Bid by the

Bidder for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency (ies)]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Bidder, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Special Conditions of Contract
 - (c) General Conditions of Contract

(d) Technical Requirements (including Schedule of Requirements and Technical Specifications)

(e) The Bidder's Bid and original Price Schedules

(f) The Purchaser's Notification of Award

(g) [Add here any other document(s)]

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

4. In consideration of the payments to be made by the Purchaser to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. The Purchaser hereby covenants to pay the Bidder in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Union of India on the day, month and year indicated above.

For and on behalf of the Council of Scientific & Industrial Research

Signed: *[insert signature]*

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

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

Signed: *[insert signature]*

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

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

For and on behalf of the Bidder

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

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

in the presence of [insert identification of official witness]

CHAPTER 8: Other Standard Forms

(To be enclosed as indicated below)

Annexure– I: Bid Information form

(a) The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted. This should be done of the letter head of the firm]

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

Tender No.: [insert number from Invitation for bids]

Page 1 of pages

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

Signature of Bidder_____

Name_____

Business Address_____

Annexure– II : Bid-Securing Declaration Form

Date:

Bid No.:

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of three year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration).

Name: (insert complete name of person signing he Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of: (insert complete name of Bidder)

Dated on ___ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

Annexure- III : Performance Statement Form

(For a period of last 3 years)

Name of the Firm.....

Order Placed by (full address of Purchaser)	Order No. and date	Description and quantity of ordered equipment	Value of order	Date of completion of deliver as per Contract	Date of actual completion of delivery	Remarks indicating reasons for late delivery, if any	Has the equipment been installed satisfactorily ? (Attach a certificate from the purchaser/ C consignee)	Contact Person along with Telephone No., FAX No. and e-mail address

Signature and Seal of the manufacturer/Bidder

.....

Place:

Date:

Annexure- IV : Technical Specification Compliance cum Deviation Statement Form

Sr. No.	IAHE, Technical Specifications	Vendor Quoted Specifications	In case of Compliance, supporting printed technical literature mentioning page no. Column & line has also to be highlighted	Deviations to IAHE specifications if any,	Reasons for deviations	Special Remarks, if any,
1.	2.	3.	4.	5.	6.	7.
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10						

Place:

Date:

Signature and seal of the Manufacturer/Bidder

NOTE: Where there is no deviation, the statement should be returned duly signed with an Endorsement indicating "No Deviations".

Annexure-V: Service Support Form

Sl. No.	Nature of training Imparted	List of similar type of equipment serviced in the past 3 years	Address, Telephone Nos. , Fax Nos. and e-mail address

Signature and Seal of the manufacturer/Bidder.....

Place:

Date:

Annexure-VI: Bid Form

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

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

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

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

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda]*;
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services *[insert a brief description of the Goods and Related Services]*;
- (c) Our bid shall be valid for the period of time specified in RFP document from the date fixed for the bid opening, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our bid is accepted, we commit to obtain a performance security in accordance with GCC Clause 2.13 for the due performance of the Contract and also submit order acceptance within 14 days from the date of contract in accordance with GCC Clause 2.43;

Name of Recipient:

Address:

Reason:

Amount:

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

- (e) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (f) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed:

[insert signature of person whose name and capacity are shown]

In the capacity of *[insert legal capacity of person signing the Bid Submission Form]*

Name: *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Annexure-VII: Performance Security Form

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To,

.....

WHEREAS (name and address of the bidder) (hereinafter called "the bidder") has undertaken, in pursuance of contract No. datedto supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the bidder shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the bidder such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the bidder, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the bidder to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20.....

.....[Name of Contractor] on whose behalf this guarantee has been given Bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform and shall invariably send an advice of this Bank Guarantee to the designated bank of IAHE after obtaining details thereof from IAHE

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....
Seal, Name & Address of the Issuing Branch of the Bank

Note: Whenever, the bidder submit the Performance Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to send advice of this Bank Guarantee to the designated bank of IAHE after obtaining details thereof from IAHE through SFMS (Structural Finance Messaging System) platform.

Annexure–VIII: Acceptance Certificate Form

No.

Dated:

M/s.

Sub: Certificate of commissioning of equipment

1. This is to certify that the equipment as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para 2). The same has been installed and commissioned.

- (a) Contract No. Date
- (b) Description of the equipment
- (c) Name of the consignee _____
- (d) Scheduled date of delivery of the consignment to the Lab./Instts.
- (e) Actual date of receipt of consignment by the Lab./Instts.____
- (f) Scheduled date for completion of installation/commissioning_____
- (g) Training Starting Date_____
- (h) raining Completion Date _____
- (i) Names of People Trained _____
- (j) Actual date of completion of installation/commissioning_____
- (k) Penalty for late delivery (at Lab./Instts .level) ₹_____
- (l) Penalty for late installation (at Lab./Instts. level) ₹_____

Details of accessories/items not yet supplied and recoveries to be made on that account:

Sl. No.	Description	Amount to be recovered

2. The acceptance test has been done to our entire satisfaction. The bidder has fulfilled his contractual obligations satisfactorily

or

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

- (a)
- (b)
- (c)
- (d)

The amount of recovery on account of failure of the bidder to meet his contractual obligations is as indicated at Sr. No. 3.

For Bidder
For Purchaser

Signature.....
Signature..... Name.....
Name..... Designation.....
Designation.....
Name of the firm.....
Name of the Lab/Instt.....
Date.....
Date.....

Annexure-IX: Format of Integrity Pact

Between

Indian Academy of Highway Engineers (IAHE) a Society registered under the Indian Societies Act 1860 represented byhereinafter referred to as "The Principal".

Andherein referred to as "The Bidder/ Contractor."

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for

.....The Principal values full compliance with all relevant laws of the land, rules, regulations and economic use of resources and of fairness / transparency in its relations with its Bidder and/or Contractor.

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

Section 1 – Commitments of the Principal

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

(a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

(c) The Principal will exclude from the process all known prejudiced persons.

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

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

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

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

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

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

(d) The Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Bidders" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Bidders" is annexed and marked as Annexure.

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

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

Section 3 – Disqualification from tender process and exclusion from future Contracts

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

Section 4 – Compensation for Damages

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

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

Section 5 – Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last 3 Years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

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

Section 6 – Equal treatment of all Bidders / Contractors/ Sub-contractors

(1) The Bidder(s)/Contractor(s) undertake(s) to demand from all Subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders / Contractors/ Subcontractors

(1) If the Principal obtains knowledge of conduct of a bidder, Contractor or Subcontractor or of an employee or a representative or an associate of a bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitors

(1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Director, IAHE.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access

to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notice, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(6) The Monitor will submit a written report to the Director, IAHE within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.

(7) Monitor shall be entitled to compensation on the same terms as being extended to/provided to Deputy Director on the IAHE.

(8) If the Monitor has reported to the Director, IAHE, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Director, IAHE has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

(1) This agreement is subject to Indian Law. Place of performance and Jurisdiction is the Registered Office of the Principal, i.e. New Delhi

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & On behalf of the Principal)
behalf of Bidder/Contractor)

(For & On
Seal)

(Office
(Office Seal)
Place.....

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

Witness 1:(Name & Address):
Witness 2:(Name & Address):

Annexure-X: Format for declaration by the Bidder for Code of Integrity & conflict of interest

(On the Letter Head of the Bidder)

Ref.No:

Date:.....

To,

.....
.....

(Name & address of the Purchaser)

Sir,

With reference to your TenderNo. dated I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned in the Tender document and have no conflict of interest.

The details of any previous transgressions of the code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity are as under:

- a.
- b.
- c.

We undertake that we shall be liable for any punitive action in case of transgression/contravention of this code.

Thanking you,

Yours sincerely,

Signature
(Name of the Authorized Signatory)
Company Seal

ANNEXURE –XI: Format for Affidavit of Self Certification regarding
Local Content

Format for Affidavit of Self Certification regarding Local Content in a R & D Equipment to be provided on Rs.100/- Stamp Paper

Date:_____

I _____ S/o, D/o, W/o
_____ /

Resident of _____ do hereby solemnly affirm and
declare as under:

We have read and understood the GOI notification No. P-45021 / 2/2017-13.E.II dated 04.06.2020 & "P-45021/2/ 2017 -PP (BE-11) dated 16.09.2020 regarding "Public Procurement (Preference in Make in India), order 2017 -Revision" and other orders as mentioned above issued by Department for Promotion of Industry and Internal Trade. Accordingly, we certify / declare the followings against IAHE's Enquiry No. ----- dated-----

(i) Offered NSV contains the components of (Name of all the components — to be filled by the supplier)

(ii)

(a) M/S..... (Name of the supplier) is local supplier meeting requirement of minimum local content (50%) defined in as above order (Class-I local supplier).

OR

(b)M/S _____ (Name of the supplier) is local supplier meeting requirement of minimum local content (20%) defined in as above order (Class-II local supplier).

[Local content means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent]

(i) Details of location at which local value addition has been made/ being made is as follows:-

1. Name of Place, Value in Rs. added at the location, % of total value, supported by invoices-----

2. -----

3. -----

(ii) Details of cost of Import for components including custom duty

.....

(iii) We also understand, false declaration will be breach of the Code of Integrity under Rule 175 (1) (i) (h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

(iv) That I will agree to abide by the terms and conditions of the policy of Government of India issued by Department for Promotion of Industry and Internal Trade vide No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 and its amendment till last date of bid submission.

(v) That the information furnished hereinafter is correct to be of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any authority so nominated for the purpose of assessing the local content.

- (vi) That the local content for all inputs which constitute the said equipment has been verified by me and I am responsible for the correctness of the claims made therein.
- (vii) That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition norms, based on the assessment of an authority so nominated for the purpose of assessing the local content, action will be taken against me as per Order No. No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 and its amendment till last date of bid submission.

For and on behalf of
(Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Director)

Annexure –XII: Check list for OEM/AUTHORISED REPRESENTATIVE
OF OEM/Bidder/Authorised Indian Agent

**Check list for OEM/AUTHORISED REPRESENTATIVE OF
OEM/Bidder/Authorised Indian Agent to be submitted along with
Technical Bid**

Note: 1. Indian Agent / OEM/AUTHORISED REPRESENTATIVE OF OEM should go through the entire Tender Document for compliance enclosed with the Technical Bid

2. Enclose Separate Annexure wherever asked for and number them serially.

3. Acceptance of clause/condition is must for the bidder to qualify in the evaluation process.

1.	EMD /Bid Security / Bid Securing Declaration	Submitted
2.	Performance Security	3% of total ordered value to be submitted within 21 days from receipt of LoA Valid for 60 days beyond warranty period from the date of installation of equipment . Performance Security shall be submitted by M/s._____
3.	Penalty clause for late delivery(including free items) and delay in installation of equipment	0.5% per week - Agreed
4.	Compliance to Eligibility criteria	Enclosed as Annexure_____
5.	Documents to be enclosed with Technical Bid	1. Bidder Information Form-Annexure _____ 2. Bid Securing Declaration Form-Annexure _____ 3. Service support details -Annexure . 4. Technical Compliance Cum Deviation Statement form, Annexure _____

		<p>5. Performance Statement form-Annexure</p> <p>6. Manufacturer Authorization Form-Annexure</p> <p>7. Declaration abiding by the Code of Integrity and no conflict of interest for public procurement.</p> <p>8. Schedule of Requirement (as per Chapter 3)-Annexure</p> <p>9. Qualification Requirement (As per Chapter 6)- Annexure_____</p> <p>10.Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted (Pl. refer tender clause no. 1.14) enclosed as Annexure _____</p> <p>11.Documents establishing goods eligibility and conformity to bidding documents (Pl. refer tender clause no.1.15) enclosed as Annexure _____</p> <p>12.Format for Affidavit of Self Certification regarding Local Content in a R&D equipment to be provided on Rs.100/- Stamp Paper (If applicable) Annex_____</p>
7.	Documents to be enclosed with Price / Financial Bid	Applicable Price Schedule Form- Uploaded on CPPP only
8.	One Indian Agent can not represent two different Principals in one tender and vice versa	Agreed and complied with condition
9.	Validity of Bid	Minimum 180 days from the date of bid opening- Complied
10.	Delivery Schedule Delivery Schedule for	a) 150 days from the date of establishment of Letter of Credit / acceptance of Purchase Order Accepted

11.	Period required for installation and commissioning of the equipment after arrival of consignment at the premises of IAHE, Noida	60 Days from the date of receipt of equipment of imported at IAHE, Noida Accepted
12.	Incidental Services	1. Installation, Demonstration: The system will be installed and commissioned at IAHE specified site 2. Training: As per Schedule of requirement Accepted
13.A	Name of Indian Agent: M/s. _____ Name of contact person _____ Address _____ _____ Tel. No _____ Fax No. _____ Email of IA: _____ Mobile No. of Indian Agent: _____ Email of Manufacturer: _____ Contact Person of Principal Bidder:	
13. B	After sales support and maintenance will be provided by M/s. _____	
14.	Agreeing for Payment	Payment: The payment shall be made in Indian Rupees, as follows: On Delivery 40 % of Contract Price shall be paid on receipt of the Goods/Equipments at IAHE and upon submission of the documents specified in GCC. 30 % of Contract Price shall be paid on installation of complete NSV and Demonstration and hands-on Training to officers of IAHE for one month period and acceptance certificate issued by the purchaser. During Maintenance Period (5 years) Annual payment shall be made at the rate of 6 %

		<p>of Contract Price on satisfactory maintenance and support services after deducting the salary of manpower as specified.</p> <p>Note:</p> <p>All payments due under the Contract shall be paid after deduction of statutory levies at source (like ESIC, Income Tax, etc. GST- TDS), wherever applicable-accepted.</p>
15.	<p>Installation Period , Delivery Period , Warranty period, Penalty, qualifying criteria, Incidental Services, if any : As per Tender - Agreed</p>	
16.	Custom Duty /GST/other taxes	Inclusive of all applicable taxes, rates have been quoted.
17.	Rate quoted in Indian Currency: Yes	
18.	Type of Bid Two Bid System	<p>Technical Bid uploaded on CPPP</p> <p>Price Bid is Uploaded on CPPP</p> <p>Hard copies as per 1.16.3 - Complied</p>
19.	Mode of Transport	<p>For Import : By Air/Ship</p> <p>For Indigenous supply : By Air / Road</p>
20.	Agreed for entering into contract with IAHE as per the applicable stamp duty based on order value in case of award of contract.	Agreed
21.	Agreed for payment of applicable stamp duty in case of award of contract	Agreed
22.	Agreed for submission of acceptance certificate form on completion of satisfactory installation duly signed by user and bidder's authorized representative.	Agreed
23.	Price certificate	NA

24.	Rates quoted are inclusive of packing, forwarding, freight, transportation, insurance, charges, taxes etc.	Yes
25.	Item / equipment do not fall within the restrictive list contained in the EXIM Policy	Yes / No (Strike out which is not applicable)
26.	In case the item falls under the list of EXIM Policy, DGS&D enlistment certificate from Indian Agent should be submitted.	Yes / No / Not applicable (Strike out which is not applicable)
27.	Bidder/Indian Agent shall bear the taxes/duties/levies outside India.	Agreed
28.	Manufacturer Authorization Form (MAF) from manufacturer as per Tender Document Format enclosed as Annexure_____	
29.	Complete pre-requisites of equipment installation list enclosed as Annexure__(if not submitted, no additional cost other than cost quoted for equipment shall be paid by IAHE	
30.	CERTIFICATE (to be typed on your letter head and signed)	

This is to Certify that ---

All essential items / consumables have been included in quoted Price.

No optional items have been included in the quoted price.

Item quoted are non-hazardous and does not require any import license or any other License / permission from Government authorities e.g. AERB- P.O. items shall be supplied from only one port of shipment and not two port of shipment (Please name state/country/city)

International Airport of Shipment..... **(Please refer list enclosed of different International Airport / city / country of our freight forwarder.)**

Country of Shipment

Country of Origin

All pages of e-bids initiated by the persons signing the bid: Sign all pages except un-printed literature.

Bid is complete in all respect and documents / technical brochures attached along with the respective e-bids.

Successful bidder will submit ordered confirmation /acceptance within 7 days of receipt of LoA.

Bidder/Indian Agent: Should liaise follow his Principal, Customs Clearing Agent and ascertain arrival of consignment in IAHE and present for opening and inspection of Consignment and installation of equipment.

Any loss/demurrages sustained by IAHE due to late/delay on the part of Indian Agent/Principals shall be to the A/c of Indian Agent/Principal.

Tender Opening will be represented by Bidder's authorized representative should give Authorization letter while attending tender opening

Bid is signed

Bidder is eligible to quote and submit quotation

Bid validity is minimum **180** days from date of bid opening

Quoted for goods manufactured by manufacturer who has given required authority letter to quote (MAF)

P.B.G. will be submitted

Goods quoted are not sub-standard

q) Quoted specifications meet tendered technical specification

	<p>r) Quoted entire requirement as per tender schedule of requirement /Technical Specification</p> <p>Agreed to all essential condition(s) incorporated in tender enquiry</p> <p>Supply of spares for at least 10 years after warranty period shall be maintained, Free replacement of defective parts shall be made (without any cost/exemption certificate) during warranty period</p>
--	--

Date: _____ **Signature of Indian Agent / OEM/AUTHORISED REPRESENTATIVE OF OEM / Principal Bidder**

Annexure –XIII: Manufacture Authorization Form

Annexure –XIV: Undertaking for Site Visit for Testing

UNDERTAKING

I, (Name & designation.....), the undersigned do hereby undertake that our firm M/s have in-house or full access to equipment facilities similar to that is to be supplied and is able to arrange for site visit of a committee that may be constituted by IAHE for the purpose to carry out requisite testing to verify the functional capabilities and performance standards of the NSV.

.....

(Signed by an Authorized Officer of the Applicant)

.....

Title of Officer

.....

Name of Firm

.....

DATE