



File No.: Garden/2022-23/ESF/Pur.

**NATIONAL SUGAR INSTITUTE**

An ISO 9001:2015 Certified Institute  
Ministry of Consumer Affairs, Food & Public Distribution  
Department of Food & Public Distribution  
Government of India

कल्यानपुर, कानपुर

Kalyanpur, Kanpur

दिनांक / Dated: 18.01.2023

**NOTICE INVITING TENDER**

Director, National Sugar Institute, Kanpur, on behalf of President of India invites Sealed Tenders for purchase of "BABOOL FIRE WOOD LOGS" from Indian Manufactures/ Authorized Dealers /firms of the Central/ State Government Organization/ Autonomous Bodies/ Public Sector Units/ Private Units having prior experience etc. under single bid system.

The Tender document with complete details and other terms & condition can be downloaded from the website [www.nsi.gov.in](http://www.nsi.gov.in) and e-procurement portal of the Government of India <http://eprocure.gov.in/epublish/app> Bids must be submitted on or before the 30.01.2023 upto 01:00pm. The Bid will be opened on the same day at 03:00 PM onwards.

*S. K. Singh*  
18/1/23  
Accounts cum Store Officer

*72/1*  
18.01.23



फाइल सं०: Garden/2022-23/ESF/Pur.

## राष्ट्रीय शर्करा संस्थान

आई०एस०ओ० 9001:2015 प्रमाणित संस्थान  
उपभोक्ता मामले खाद्य एवं सार्वजनिक वितरण मंत्रालय  
(खाद्य एवं सार्वजनिक वितरण विभाग)  
(भारत सरकार)

कल्यानपुर, कानपुर

Kalyanpur, Kanpur

दिनांक / Dated: 18.01.2023

### आमंत्रित निविदा सूचना

भारत के राष्ट्रपति के द्वारा प्रदत्त अधिकारों के अन्तर्गत, निदेशक, राष्ट्रीय शर्करा संस्थान, कानपुर द्वारा प्रतिष्ठित भारतीय कम्पनियों से "BABOOL FIRE WOOD LOGS" क्रय करने हेतु, प्रतिष्ठित भारतीय फर्मा केंद्र/राज्य सरकार संगठन/स्वायत निकायों/सार्वजनिक क्षेत्र की इकाईयों आदि से एकल बोली प्रणाली के तहत निविदाएं आमंत्रित की जाती है।

निविदा का सम्पूर्ण विवरण तथा अन्य नियम व शर्तें संस्थान की वेबसाइट [www.nsi.gov.in](http://www.nsi.gov.in) तथा भारत सरकार की ई-प्रोक्योरमेंट पोर्टल <http://eprocure.gov.in/epublish/app> उपलब्ध है। निविदाएं दिनांक 30.01.2023 को अपराह्न 01:00 बजे या इससे पूर्व प्रस्तुत की जा सकती हैं। निविदा उसी दिन अपराह्न 03:00 बजे खोली जायेगी।

लेखा-साह-मण्डार अधिकारी

18/01/23

18.01.23



फाइल सं: Garden/2022-23/ESF/Pur.

**राष्ट्रीय शर्करा संस्थान**  
**NATIONAL SUGAR INSTITUTE**

आईएसओ 9001:2015 प्रमाणित संस्थान

An ISO 9001:2015 Certified Institute

उपभोक्ता मामले खाद्य एवं सार्वजनिक वितरण मंत्रालय

Ministry of Consumer Affairs, Food & Public Distribution

(खाद्य एवं सार्वजनिक वितरण विभाग)

Department of Food & Public Distribution

(भारत सरकार)

Government of India

कल्याणपुर कानपुर

Kalyanpur, Kanpur

दिनांक / Dated: 18.01.2023

**Tender Document**

The Director, National Sugar Institute, Kanpur (NSI, Kanpur), on behalf of President of India, invites sealed Tenders from reputed Indian manufactures and authorized dealers for supply "BABOOL FIRE WOOD LOGS" under single bid system.

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

The cost of the tender document/Tender Fees is Rs. 500/- + 18% GST and Earnest Money to be Deposited 2% of quoted price mentioned as per details in the tender document. The Bank Drafts are to be drawn in favour of 'Director, National Sugar Institute, Kanpur' payable at the State Bank of India, Kalyanpur, Kanpur.

**Note: Tender Fees Rs 500/- + 18% GST has to be deposited through NTR Portal (Bharatkosh) and receipt of this must be submitted alongwith tender or Demand Draft is to be drawn in favour of 'Director, National Sugar Institute, Kanpur' payable at the State Bank of India, Kalyanpur, Kanpur.**

Bid must be submitted on or before, **30.01.2023 upto 1.00 PM.**

Bid will be opened on the same day at **03.00 P.M.** onwards in the presence of the bidders, who wish to be present.

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

  
Accounts cum Store Officer



## SPECIFICATION OF BABOOL FIRE WOOD LOGS

Sl. No.	Particulars	
1	BABOOL FIRE WOOD LOGS	
	Babool firewood logs Length- 1 ½ to 2 feet Dia or Width- 9 to 10 inch Moisture content max- 20% Note- Supply of material up to NSI Kanpur will be in vendor's scope.	150 Ton.

*7/2/21*  
18.01.2023

Supply of Babool Fire Wood Logs of similar specifications to other government institutes in India will be given preference. The evaluation committee may consider setting higher numbers of similar supply as one of the criteria for shortlisting the eligible firms.

1. ***Bidder should give compliance statement point-wise showing/highlighting items part no./serial no. as quoted in their Tender for comprehensive technical comparison.***
2. ***Proof of compliance should be mentioned point-wise in the catalogue.***
3. ***Failure to submit proof of compliance will cause cancellation of the bid without any further notice/information.***
4. ***Multiple Models with higher specifications should be quoted as separate models in the bids.***

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

1. **GENERAL:** Tenders in closed envelopes are invited on behalf of the President of India by the Director, National Sugar Institute, Kanpur (a subordinate office of Ministry of Consumer Affairs, Food & Public Distribution, Department of Food & Public Distribution, Government of India) from the reputed Indian and foreign manufacturer. **THE OFFER/ TENDER MUST BE STRICTLY AS PER THE REQUIRED SPECIFICATIONS AND THE TENDER TERMS & CONDITIONS.**

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

- (a) Tender should be submitted directly by the original manufacturer/supplier or its sole authorized distributor/dealer. In case of bid by authorized dealer/distributor, the manufacturer authorization should be attached with the bid as per Annexure-'G' in original.
- (b) In case a bidder is not doing business within India, it shall furnish the certificate to the effect that the bidder is or will be represented by an agent in India equipped and able to carry out the supply, maintenance, repair obligations etc. during the warranty and post-warranty period or ensure a mechanism at the Institute for carrying out supply, maintenance, repair obligations etc. during the warranty and post-warranty period, complete cost of which will be borne by the bidder/supplier.
- (c) The bidder shall bear all costs associated with the preparation and submission of its bid irrespective of the conduct or outcome of the bidding process.
- (d) The bidder should not indulge in any corrupt, fraudulent, collusive, coercive practices during the entire process of procurement and execution of contract/order.
- (e) Before the deadline for submission of the bid, the DIRECTOR, NATIONAL SUGAR INSTITUTE, KANPUR reserves the right to modify the bidding document and to extend or not to extend the date of submission. Such amendment/modification will be notified hosting notification on Institute website <http://nsi.gov.in> and/or e-procurement portal of the government <http://eprocure.gov.in/epublish/app> and/or Press Notification.
- (f) Conditional tenders will be summarily rejected.
- (g) A bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice signed by the authorized signatory before the last date of submission of the bid. Any re-submission or modification in the bid should be submitted before the last date & expiry of time of submission of bid.
- (h) No bid may be withdrawn, substituted or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form or any extension thereof.



- (i) First envelope marked "WITHDRAWAL" shall not be opened, but returned to the Bidder subject to submission of valid authorization to request the withdrawal. In case of substituted and modified bid, only the substituted bids and modified bids will be opened subject to production of authorization from the bidders.
- (j) The Tender should be addressed to the Director, National Sugar Institute, Kanpur.
- (k) Each offer/Tender should be kept in separate envelope against each item of the tender notice.

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

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

- (i) Manufacturer's authorization [as per clause 2(a)] as per **Annexure –'G'**.
- (ii) Certificate by bidder not doing business in India as per clause 2(b).
- (iii) Technical literature/ leaflets and complete specifications of quoted model(s) along with commercial terms and conditions.
- (iv) Compliance statement/questionnaire of tender terms and conditions as per **Annexure-'A'**
- (v) Compliance statement of specifications as per **Annexure- 'B'**
- (vi) In case of exemption from submission of Bid security, proof of registration with MSME/NSIC as per clause 4(a).
- (vii) Copies of previous supply orders (as per clause 10(c) and clause 25) as per **Annexure –'H'**.
- (viii) Details of supplies of similar equipments as per clause 10(d).
- (ix) **GSTIN Certificate Copy**
- (x) Bid price as per clause 5 in format enclosed as **Annexure- 'F'** as applicable.
- (xi) Certificate of price reasonability as per clause 10(b).

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

#### **4. PRICES**

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

##### **(A) For goods manufactured with India:**

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

**(B) Excise Duty and Customs Duty:** - As per Notification no. 51/96-Customs dated 23.07.1996, amended by Department of Revenue, Ministry of Finance vide notification No. 28/2003-Customs dated 01.03.2003, while notification no. 10/97-Central Excise, dated the 1<sup>st</sup> March, 1997 was also amended by Department

of Revenue, Ministry of Finance vide notification no. 28/2013-Central Excise dated 1<sup>st</sup> October, 2013. – **GENERAL EXEMPTION NO.136**, National Sugar Institute, being an Institute under Central Government, is exempted from payment of Excise & Customs Duty on the equipments of Research purpose.

**5. VALIDITY OF OFFER :**

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

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

- a. Bidder Information form as per **Annexure-'I'**.
- b. The price schedule should be enclosed and must be signed.
- c. The bid validity should not be shorter than required.
- d. The manufacturer's authorization should be enclosed in case the bidder is authorized dealer/distributor.
- e. The bidders should agree to provide the Performance Security.
- f. The quoted goods should be as per required specifications.
- g. In case the bid is substantially responsive, the purchase may request that bidder may submit the necessary information, documentations, within a reasonable period of time, to rectify, non-material, non-conformities or omission in the bid related to documentation requirements. Failure of the bidders to comply with the request may result in the rejection of its bids. But in case of the material deviation/reservation or omission which limits or is inconsistent with the bidding documents and the Purchaser's Rights or Bidders obligation under the contract or which if rectified, would unfairly affect the other bidders, the bid will be rejected.
- h. The Purchaser shall correct arithmetical errors on the following basis:
  - (i) If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected.
  - (ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - (iii) If there is a discrepancy between words & figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.
- i. Selling exchange rate/equivalent to Indian currency will be as on the date of bid opening.
- j. The bids shall be evaluated on the basis of final landing cost as per **Annexure -'F'** in case of indigenous items.
- k. The comparison between the indigenous and the foreign offers shall be made on FOR destination basis and CIF/CIP basis respectively. However the CIF/CIP prices quoted by any foreign bidders shall be loaded further as under :
  - (a) Towards customs duty and other statutory levies-as per applicable rates.
  - (b) Towards custom clearance, inland transportation etc. – 2% of the CIF/CIP value.
- l. Where the price quoted on FOB/FCA and CIF/CIP basis are the same, the Contract would be made on CIF/CIP basis only.



m. The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the tender document without any change in unit price or other terms and conditions. Further, at the discretion of the purchaser, the quantities in the contract may be enhanced by 30% within the delivery period.

7. The Vague terms like "packing, forwarding, transportation etc. extra" without mentioning the specific amount/percentage of these charges will not be accepted. **Such offers shall be treated as incomplete and rejected.**

8. **INTEGRITY PACT:** In case of purchases valuing more than Rs. 3 crore, it is mandatory for the supplier(s) to enter into an Integrity Pact with DIRECTOR, NATIONAL SUGAR INSTITUTE, KANPUR as per the proforma enclosed as Annexure –'D', failing which their bid will not be considered.

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

a. Please quote best minimum prices applicable for a premier Research Institution, **leaving no scope for any further negotiations on prices.**

b. **The quoting party should give a certificate to the effect that the quoted prices are the minimum and they have not quoted the same item on lesser rates than those being offered to DIRECTOR, NATIONAL SUGAR INSTITUTE, KANPUR to any other customer nor they will do so till the validity of offer or execution of the purchase order, whichever is later.**

c. Copies of **at least last three supply orders of the last 3 years** received from other customers along with details of such supply orders preferably in India for the same item/model **may be submitted with the offer** giving reasons of price difference of their supply order & those quoted to us, if any. (As per Annexure –'H').

d. The party must give all details of identical or similar equipment, if any, supplied to any Government Department including Sugar Factory in India during last three years along with the final price paid and Performance certificate from them.

**10. SPECIFICATIONS:**

A. Specifications are basic essence of the product. It must be ensured that the offers must be strictly as per our specifications. At the same time it must be kept in mind that **merely copying our specifications** in the Tender shall not make the parties eligible for consideration of the Tender. A Tender has to be supported with the printed technical leaflet/literature of the quoted model of the item by the quoting party/manufacturer and the specifications mentioned in the Tender must be reflected/supported by the printed technical leaflet/literature. Therefore the model quoted invariably is highlighted in the leaflet/literature enclosed with the Tender. Non-compliance of the above shall be treated as incomplete/ambiguous and the offer can be ignored without giving an opportunity for clarification/negotiation etc. to the quoting party

B. The bid shall be evaluated for acceptability by the technical committee and may call the tenderers for discussion. If necessary, the committee may modify the technical specification to suit the Institute's requirement.

**11. COMPLIANCE STATEMENTS:**

a. **Bidders must furnish a Compliance Statement of each and every required Specification of our tender in the format at ANNEXURE –'B'.** The deviations, if any, from the tendered specifications should be clearly brought out in the statement. Technical literature/leaflet showing the compliance of the specification may also be attached with the Tender.

b. Similarly, the **Compliance Statement/questionnaire for Terms & Conditions of the tender may be furnished, as per the enclosed format at Annexure –'A',** along with Tender.



c. The firms are advised to submit both the compliance statements essentially along with their tender failing which their offer may not be considered.

12. **PERIOD & MODE OF DELIVERY:** The delivery period is the essence of supply; hence it must be indicated specifically in the Tender. Mode of delivery, tentative size and weight of consignment may also be indicated in the Tender. Delivery must be F.O.R. i.e. NATIONAL SUGAR INSTITUTE, KANPUR.

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

#### **14. PAYMENT CONDITION:**

A. Payment will be made in INR (Indian Rupees) only.

B. FOR INDIGENEOUS SUPPLIES:

**Payment on Bill Basis after supply:** For local supplies the payment will be made only after satisfactory installation, commissioning and performance of the equipment at the NATIONAL SUGAR INSTITUTE, KANPUR and after certification by our technical expert. However, supplier will be required either to submit performance bank guarantee for 5% amount of the total value of equipment, after installation of the material, valid up to 60 days after the expiry of warranty period or the equivalent amount shall be released after expiry of the satisfactory warranty period.

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

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

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

18. **GUARANTEE/WARRANTY:** The Institute intends to procure the equipment with three year or higher period as Guarantee/warranty. However, the equipment/instrument must be guaranteed/ warrantee for a period of at least one year, if not specifically mentioned otherwise in the specifications sheet, from the date of its satisfactory installation/commissioning against all manufacturing defects. As regards warranty on specific parts of the Equipment viz. Interferometer, Reference Laser and Source etc. the products with additional warranty may be given preference. If the equipment is found defective during this period the whole equipment or part thereof will have to be replaced/ repaired by the supplier free of cost at the lab. or at site of the supplier for which 'to and fro' expenses will be

borne by the supplier. It is clarified that if the items are guaranteed for a period of one year, the additional cost of warranty of each additional year must be specifically mentioned in the Tender.

19. **SPARE PARTS:** Availability of spare parts of the equipment/instrument must be guaranteed for a period of at least five years from the date of supply.
20. **AFTER SALES SERVICES:** It should be clearly mentioned in the Tender whether the after sales services during and after the completion of warranty shall be provided directly by the supplier or their authorized agent/representative. Terms of the after sales services, if any, may be mentioned in the offer. However, in both the cases the original supplier shall be responsible for poor performance/services. The company should have service engineers within 300 km of the range of the institute.

#### 21. **INSPECTION:**

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

#### 22. **AUTHORIZATION OF INDIAN AGENTS & INDIAN REPRESENTATIVE:**

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

#### 23. **USERS LIST :**

- a. The list of users specifically for the same model/make of the quoted item (not the list of general users) along with the complete name, address & contact numbers of the user organizations/persons may be submitted with the Tender along with the performance certificates from all/some of them.
- b. **If you have supplied identical or similar equipment to any Government Institution including IITs/ CSIR labs/Instt./ Medical Colleges/University etc, the details of such supplies for the preceding three years shall be given together with the prices finally paid.**

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

- a. Subject to operation of Force Majeure, time for delivery and acceptance is the essence of this contract. The supplier shall arrange to ship the ordered materials within the delivery period mentioned in the order unless extended with/without penalty.
  - b. In case of delay in supply on part of the supplier, a penalty @ 1% per month of Order/FOB value will be charged for delayed period subject to a maximum of 10% of order/FOB value.
  - c. If the delay in the shipment of the ordered materials attributable to the supplier exceeds agreed time period from the date of original agreed upon date of shipment and extended with/without penalty, the INSTITUTE shall have the right to cancel the contract/purchase order and recover the liquidated damages from other dues of the party or by legal means. It will also affect the other/future business dealings with such suppliers.
  - d. The same rate of penalty shall be applicable for late installation of the equipment/instrument also.
25. **TRAINING:** Wherever needed, Our Employees/Research persons should be trained by the supplier at the Institute free of cost. In case the person is to be trained at supplier's site abroad or in India it should be mentioned in the Tender clearly. The supplier should bear all the expenses for such training including 'to & fro' fares and lodging & boarding charges.
26. **NON-SUBMISSION OF TENDER:** In case you are unable to submit your Tender against our tender enquiry we would appreciate and expect a note of regret from your side giving in brief, reasons for not quoting.
27. **DELETION OF NAME :** Names of bidders, backing-out/defaulting after opening of tenders will be recommended for deletion from the list of suppliers in addition to forfeiture of EMD submitted by them, if any.
28. **LATE/ DELAYED /UNSOLICITED TENDER:** Late or delayed/Unsolicited Tenders/offers shall not be considered at all. These will be returned to the firms as it is. Post tender revisions/corrections shall also not be considered. However the tender fees submitted shall be recovered.
29. **ACCEPTANCE OR REJECTION OF OFFER:** The Director, National Sugar Institute, Kanpur reserves the right to accept or reject any Tender /tender in part or full without assigning any reason thereof. The successful bidder should submit Order acceptance within 15 days from the date of issue.
30. **PAGE NUMBERING & SIGNATURES:** Your offer should be a page numbered and signed by an authorized signatory giving his/her name and designation below the signatures.
31. **INTERIM ENQUIRIES:** No interim inquiries will be attended.
32. **FORCE MAJEURE:** The Supplier shall not be liable for forfeiture of its performance bank guarantee, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
33. **DISPUTE SETTLEMENT:** All disputes arising out of this contract shall be referred to the sole arbitration of the DIRECTOR, NATIONAL SUGAR INSTITUTE, KANPUR or his nominee, who is overall controlling

authority of this Institute as per the provisions of Indian Arbitration and Reconciliation Act 1996 and his award shall be final and binding on the parties to the dispute. However, in case of importers, the provisions related to Arbitration as per the United Nations Commission on International Trade Laws (UNCITRAL) will be applicable and binding on both the parties. The venue of arbitration in both the above cases will be Kanpur (INDIA).



Accounts cum Store Officer

Encl:

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



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

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

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

**NOTE:**

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

Sl. No	Terms & condition of Tender document	Relevant Clause No. of the tender terms & conditions of the tender	Whether acceptable (say 'Yes' or 'No' preferably use different colour ink for 'No')	Deviation from tender terms, if any, with reasons for noncompliance or alternative condition quoted for
1	2	3	4	5
1	a.) Whether Tender is direct from Principal supplier/manufacturer or their own office in India (Please specify)	Clause 2(a)		
	b) Whether Tender is being submitted by Indian Agent/authorized distributor/ dealer	Clause 2(a)		
	c) Whether the agent is registered with MSME/NSIC	Clause 4(a)		
2	Whether the tender No., Due date & Opening dates have been written outside all the envelopes.	Clause 2(m)		
3	Whether contains technical literature/leaflets, detailed specifications & commercial terms & conditions etc. as applicable.	Clause 2(n)(A)		

Signature and Seal of the Manufacturer/ bidder

4	a) Whether specific amounts or percentage of expenses like packing, forwarding, handling, freight, insurance, documentation etc. have been mentioned in Tender separately in clear terms.	Clause 5(B), (C) & (D)			
5	a) Whether prevailing rates of GST, excise duty & other govt. levies (for indigenous supplies) have been given in Tender	Clause 5 (A), (C) & (D)			
6	Have you mentioned the validity period of the Tender as per our requirements	Clause 6			
7	a) Whether the Price reasonability Certificate is submitted with Tender	Clause 10 (b)			
	b) Whether copies of last two supply orders of the same item from other customers have been attached with the Tender	Clause 10 (c)			
	c) If there is any difference in prices of last two orders & those quoted to us. If yes, please give reasons for the same	Clause 10 (c)			
	d) Whether supplied in to any Government Department including Sugar factory in India etc.	Clause 10 (d)			
8	Whether rates/amount of AMC after the warranty period is over has been mentioned	Clause 11			

Signature and Seal of the Manufacturer/ bidder

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

Signature and Seal of the Manufacturer/ bidder



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

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

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

Designation \_\_\_\_\_

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

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

**FORMAT OF COMPLIANCE STATEMENT OF SPECIFICATIONS**

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

Signature and Seal of the Manufacturer/ bidder

**FORMAT OF THE INTEGRITY PACT**

Integrity Pact  
Between  
DIRECTOR, NATIONAL SUGAR INSTITUTE, KANPUR hereinafter called to as "The Principal"  
And  
..... hereinafter referred to as "The Bidder/Contractor"

**Preamble**

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

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

**Section 1 – Commitments of the Principal**

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally 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 of form, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the agents/representatives in India, if any. Similarly the Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "guidelines on Indian agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/ Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian Agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Supplies" is annexed and marked an Annexure.
  - e. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

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

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 3 or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damage of the contract value or the amount equivalent to Performance Bank Guarantee.

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

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Government Institution including IITs/ CSIR labs/Instt./ Medical Colleges/University/Public Sector enterprises etc in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per procedure mentioned in "Guidelines on Banning of business dealings."

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

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

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

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

### Section 8 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by DIRECTOR, NATIONAL SUGAR INSTITUTE, KANPUR .

**Section 9 – Other provisions**

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

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

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

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

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

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



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

Tender

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

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

Signature of Bidder

Name:

Business Address:

Note:

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

MANUFACTURER'S AUTHORIZATION FORM

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

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

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

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

## WHEREAS

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

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

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

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

Title: *[insert title]*

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

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



PREVIOUS SUPPLY ORDERS FORMAT

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

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

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

Place:

Date:

**BIDDER INFORMATION FORM**

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

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

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

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

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

Signature and Seal of the Manufacturer/ bidder

Place:

Date: