

BID DOCUMENT
(e-Procurement)

Tender reference number: 28/26/2015-AD

Supply , Installation, Testing and Commissioning of one 16.5 TR air-cooled package air conditioner unit for the ductable system of Air conditioning on the 3rd floor of the Textiles Committee, Prabhadevi, Mumbai.

Issued On: 12/10/2017

Textiles Committee
Administration (Housekeeping)
P. BaluRoad,Prabhadevi,
MUMBAI, 400 025
Tel: +91 22 66527523/586/532 ;
Email: tchkmumbai@gmail.com
Website: www.textilescommittee.gov.in

LIST OF IMPORTANT DATES

List of Important Dates of Submission of Online Bids: -

1. Name of Project:	Supply, installation, testing and commissioning of one 16.5 TR air-cooled package air conditioner unit for the ductable system.
2. Mode of submission of Tender	To be submitted on-line at https://eprocure.gov.in/eprocure/app
3. Period & Time for download of Bidding Documents from E-procurement portal	From:- 12/10/2017 Time:- 18:00 To: - 13/11/2017 Time:- 18:00
4. Submission of online queries	From:- 13/10/2017 Time:- 10:00 To:- 01/11/2017 Time:- 18:00
5. Time, Date & Place of Pre-Bid Meeting	Date- 03/11/2017 Time :- 15.00 Place: 5 th floor board room, Textiles Committee, Mumbai.
6. Time & Date of online submission of Bids	From: - 6/11/2017 Time:- 10:00 To: 20/11/2017 Time:- 18:00
7. Time & Date of opening of online Technical Bids	Date:- 22/11/2017 Time : 11.00
8. Time & Date of opening of online Financial Bids	Date- 27/11/2017 Time - 11:00
9. Place of opening of online Bids :	Address: 5 th floor board room, Textiles committee, P. Baluroad, Prabhadevi Chowk Prabhadevi, Mumbai-400-025.
10. Officer Inviting Bids :	Assistant Director, Admin-Housekeeping
11. Earnest Money Deposit :	Rs. 15000/-(Rupees Fifteen Thousand Only) To be paid by DD/Pay Order/ Bankers Cheque in favor of Textiles Committee, Mumbai.

PART 1 – BIDDING PROCEDURES

Section I: Instructions for Online Bid Submission

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

- Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-Procurement/e-tender portal are prerequisite for e-tendering.
- Bidder should register for the enrollment in the e-Procurement site using the —Online Bidder Enrollment option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide only valid and true information including valid email id. All the correspondence shall be made directly with the contractors/bidders through email id as registered.
- Bidder need to login to the site through their user ID/ password chosen during enrollment/registration.
- Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any other Certifying Authority recognized by Controller of Certifying Authorities (CCA) India on eToken/SmartCard, should be registered.
- The registered DSC only should be used by the bidder in the transactions and should ensure safety of the same.
- Contractor/Bidder may go through the tenders published on the site and download the tender documents/schedules for the tenders.
- After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as required, otherwise bid will be rejected.
- Any clarifications may be sought online through the tender site, through the contact details or during pre-bid meeting if any. Bidder should take into account the corrigendum if any published before submitting the bids online.

9. Bidder may log in to the site through the secured login by the user id/ password chosen during enrolment/registration and then by submitting the password of the e-Token/Smartcard to access DSC.
10. Bidder may select the tender in which he/she is interested in by using the search option and then move it to the “my tenders” folder.
11. From “my tender” folder, bidder may select the tender to view all the details uploaded there.
12. It shall be deemed that the bidder has read and understood all the terms and conditions before submitting the offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the incomplete bid shall stand rejected.
13. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and ordinarily it shall be in PDF/xls/rar/jpg/dwf formats. If there is more than one document, all may be clubbed together and provided in the requested format. Bidders Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same if permitted may be uploaded. The file size being less than 1 MB the transaction is ideal for uploading.
14. The Bidders can update well in advance, the documents such as certificates, annual report details etc., under —My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
15. Bidder should submit the Tender Fee/ EMD as specified in the tender. The hard copy should be posted/couriered/given in person to the Tender Inviting Authority, within bid submission due date and time as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
16. While submitting the bids online, the bidder shall read the terms and conditions and may accept the same to proceed further to submit the bid packets.
17. The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
18. The details of the DD/any other accepted instrument, physically delivered, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise submitted bid shall not be acceptable or liable for rejection.
19. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read, understood and agreed with all clauses of the bid document including General conditions of contract without any exception.
20. The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid may be rejected.
21. If the price bid format is provided in a spread sheet file like BoQ_XXXX.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid/BOQ template shall not be modified / replaced by the bidder; else the bid submitted is liable to be rejected for the tender.
22. The bidders are advised to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission due date and time (as per Server System Clock). The TIA shall not be held responsible for any delay or the difficulties faced during the submission of bids online by the bidders.
23. After the bid submission (i.e. after Clicking —Freeze Bid Submission in the portal), the acknowledgement number indicated by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and also be used as entry pass to participate in the bid opening.
24. The time settings fixed in the server side and displayed at the top of the tender site, shall remain valid for all actions of requesting, bid submission, bid opening etc., in the e-Tender system. The bidders should follow such time during bid submission.
25. All the data being entered by the bidders would be encrypted using Public Key Infrastructure (PKI) encryption techniques to ensure the secrecy of the data. The data entered is not retrievable by unauthorized persons during the bid submission and until the time of bid opening by any person.
26. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers’ public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
27. The confidentiality of the bids is maintained with the use of Secured Socket Layer (SSL) 128 bit encryption technology. Data storage encryption of sensitive fields is done.
28. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
29. For any queries regarding e-Tendering process, the bidders may contact at address as provided in the tender document. Parallel for any further queries, the bidders are advised to contact over phone: 1-800-233-7315 or send a mail to – cppp-nic@nic.in.

Section II. Instructions to Bidders

A. General

1. Scope of Bid
2. Corrupt and Fraudulent Practices
3. Eligible Bidders

B. Contents of Bidding Document

4. Sections of Bidding Document
5. Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting
6. Amendment of Bidding Document

C. Preparation of Bids .

7. Cost of Bidding.
8. Language of Bid.
9. Documents Comprising the Bid
10. Tender Forms and Price Schedules (BOQ)
11. Alternative Bids
12. Bid Prices and Discounts
13. Currencies of Bid and Payment
14. Documents Establishing the Eligibility and Qualifications of the Bidder
15. Period of Validity of Bids.
16. Bid Security.

D. Submission and Opening of Bids

17. Sealing and Marking of Bids
18. Deadline for Submission of Bids
19. Late Bids
20. Withdrawal, Substitution, and Modification of Bids
21. Bid Opening

E. Evaluation and Comparison of Bids

22. Confidentiality
23. Clarification of Bids
24. Determination of Responsiveness
25. Conversion to Single Currency
26. Margin of Preference
27. Evaluation of Bids
28. Non conformities, Errors & Omissions
29. Comparison of Bids
30. Qualification of the Bidder
31. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids

F. Award of Contract

32. Award Criteria
33. Purchaser's Right to Vary Quantities at Time of Award
34. Notification of Award
35. Signing of Contract
36. Performance Security

Section II. Instructions to Bidders

A. General

1.Scope of Bid

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

1.2 Throughout these Bidding Documents unless the context otherwise requires:

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

2. Corrupt and Fraudulent practices

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

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

3. Eligible Bidders

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

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

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

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

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

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

B. Contents of Bidding Document

4. Sections of Bidding Document

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

PART 1 Bidding Procedures

Section I. Instructions for Online Bid Submission

Section II. Instructions to Bidders

Section III. Bid Data Sheet (BDS)

Section IV. Prequalification

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

PART 2 Supply Requirements

Section VI. Schedule of Requirements

PART 3 Contracts

Section VII General Conditions of Contract

Section VIII. Special Conditions of Contract

PART 4 Bidding and Contract Forms

Section IX. Bidding Forms

Section X. Contract Forms

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

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

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

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

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

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

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

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

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

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

6. Amendment of Bidding Document

6.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by corrigendum. In case of e-procurement, corrigendum / amendment shall be published on <http://eprocure.gov.in/eprocure/app>.

6.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Purchaser. The Purchaser shall also promptly publish the addendum on the Purchaser's web page

6.3 The Purchaser may, at its discretion to give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, extend the deadline for the submission of bids

C. Preparation of Bids

7. Cost of Bidding

7.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process

8. Language of Bid

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

9. Documents Comprising the Bid

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

9.1.1 Technical Bid

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

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

All the original documents as well as the original payment instrument like Demand Draft/Bank Guarantee /Pay order or banker cheque of any scheduled bank against Tender Fee/EMD, samples as specified in this tender document have to be sent to the address of the Purchaser mentioned in Bid Data Sheet (BDS) by post/speed post/courier/by hand on or before bid Submission closing date & time.

9.1.2 COMMERCIAL BID

The commercial bid comprises of:

- (a). Scanned copy of Tender Form (Priced Bid)
- (b). Financial bid (Priced bid) in the provided format.

9.2 In addition to the above requirements, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement, there to.

9.3 The Bidder shall furnish in the Tender Forms information on Commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

10. Tender Forms and Price Schedules (BOQ)

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

11. Alternative Bids

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

12. Bid priced and Discounts

12.1 The prices and discounts quoted by the Bidder in the Tender Forms and in the Price Schedules (BOQ) shall conform to the requirements specified as under.

- (a). All lots (contracts) and items must be listed and priced separately in the Price Schedules (BOQ).
- (b). The price to be quoted in the Tender Forms shall be the total price of the bid, excluding any discounts offered.
- (c). The Bidder shall quote any discount and indicate the methodology for their application in the Tender Forms.

(d). Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

12.2 If so bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted provided the bids for all lots (contracts) are opened at the same time.

12.3 Prices shall be quoted as specified in each Price Schedule (BOQ) as provided. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible country. Prices shall be entered in the following manner:

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

- (v). the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the BDS.
- (d). for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements: the price of each item comprising the Related Services (inclusive of any applicable taxes).

13. Currencies of Bid and Payment

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

14. Documents Establishing the Eligibility and Qualifications of the Bidder

14.1 To establish Bidder's their eligibility, Bidders shall complete the Tender Form (Techno Commercial Un-Priced Bid & Priced Bid), included in Section-IX, Bidding Forms.

The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction

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

15. Period of Validity of Bids

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

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

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

16. Bid Security

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

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

- (a). an unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company);
- (b). an irrevocable letter of credit;
- (c). a banker's cheque or Demand Draft ; or
- (d). any other security as specified in the BDS of a reputed source from an eligible country. If the unconditional guarantee is issued by a financial institution located outside India, the issuing financial institution shall have a correspondent financial institution located in India to make it enforceable The bid security shall be valid for forty five (45) days beyond the original validity period of the bid, or beyond the extended period

16.3 If a Bid Security is specified, any bid not accompanied by a substantially responsive Bid Security, shall be rejected by the Purchaser as non-responsive

16.4 If a Bid Security is specified, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security

16.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security

16.6 The Bid Security of the bidder may be forfeited or the Bid Securing Declaration executed:

- (a). if he withdraws from the bid during the period of bid validity specified by the Bidder on the Tender Forms, or any extension thereto provided by the Bidder ; or
- (b). if he being successful Bidder fails to:
 - (i). sign the Contract; or
 - (ii). Furnish a performance security.

16.7 The bid security of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable entity at the time of bidding, the bid security shall be in the names of all members as named in the letter of intent.

16.8 The Micro Small and Medium Enterprises registered with NSIC for the particular trade/item for which the items is relevant are exempted from paying of tender fees and bid security provided that the registration is current. Copy of the registration certificate to be uploaded.

D. Submission and Opening of Bids

17. Sealing and Marking of Bids

17.1The Bidder shall submit the bids electronically, through the e-procurement system (<https://eprocure.gov.in/eprocure/app>). Any document submitted through any other means will not be considered as part of the Bid except for the Originals as asked for in this tender

18. Deadline for Submission of Bids

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

19. Late Bids

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

20. Withdrawal, Substitution, and Modification of Bids

20.1 A Bidder may withdraw, substitute, or modify its bid on the e-procurement system before the date and time specified but not beyond.²

20.2 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Tender Forms or any extension thereof Modification/Withdrawal of the Bid sent through any other means shall not be considered by the Purchaser

21. Bid Opening

21.1 The Purchaser shall open the bids as per electronic bid opening procedures specified in Central Public Procurement Portal (CPPP) at the date and time specified. Bidders can also view the bid opening by logging on to the e-procurement system. Specific bid opening procedures are laid down at <https://eprocure.gov.in/eprocure/app> under the head —Bidders Manual Kit. The tenderer/bidder will be at liberty to be present either in person or through an authorized representative at the time of opening of the Bid or they can view the bid opening event online at their remote end. Price Bids of only those tenderers shall be opened whose technical bids qualify

21.2 The withdrawn bid will be available in the system therefore will be considered, If bidder once withdraws the bid then he will not be able to participate in the respective tender again. Modification to the bid shall be opened and read out with the corresponding bid. Only bids that are opened and read out at bid opening shall be considered further

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

E. Evaluation and Comparison of Bids

22. Confidentiality

22.1 Information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with the bidding process until information on Contract Award is communication to all Bidders.

22.2 No Bidder shall contact the purchaser on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Purchaser it should be done in writing.

22.3 Any effort by a Bidder to influence the purchaser in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.

23. Clarification of Bids

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

23.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected

24. Determination of Responsiveness

24.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself

24.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

if accepted, would

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

24.3 The Purchaser shall examine the technical aspects of the bid submitted in accordance with instructions specified in tender document, in particular, to confirm that all requirements enumerated in the Schedule of Requirements Section-VI have been complied with, without any material deviation or reservation or omission.

24.4 If a bid is not responsive to the requirements of Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation or omission

25. Conversion to Single Currency

25.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as specified in the BDS

26. Margin of Preference

26.1 Unless otherwise specified in the BDS, a margin of preference shall not apply.

27. Evaluation of Bids

27.1 The Purchaser shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted

27.2 To evaluate a Bid, the Purchaser shall consider the following:

- (a). evaluation will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price
- (b). price adjustment due to discounts offered;
- (c). converting the amount resulting from above, if relevant, to a single currency;
- (d). price adjustment due to quantifiable nonmaterial nonconformities in bids
- (e). During technical evaluation missing documents, if any, can be asked by inspection committee for submission

27.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

27.4 The Purchaser's evaluation of a bid shall exclude and not take into account:

- (a). in the case of Goods manufactured in the India, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
- (b). in the case of Goods manufactured outside India, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;
- (c). any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

27.5The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids.

28. Non- conformities, Errors & Omissions:

28.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

28.2 Provided that a bid is substantially responsive, 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 omissions 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 the bid.

28.3 Provided that the bid is substantially responsive, purchaser shall correct arithmetical error on the following basis:

a) If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

b) If there is an error in the total corresponding to the addition or subtraction of subtotals, the subtotal shall prevail and total shall be corrected; and

c) If there is discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

28.4 If the bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be rejected.

29. Comparison of Bids

29.1 The Purchaser shall compare the evaluated prices of all Bid substantially responsive bids established to determine the lowest evaluated bid. The comparison shall be on the basis of CIP- Carriage and Insurance Paid to (place of destination) prices for imported goods and EXW – Ex Works (named place of delivery) prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within India, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods.

30. Qualification of the Bidder

30.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria.

30.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder

30.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily

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

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

F. Award of Contract

32. Award Criteria

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

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

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

34. Notification of Award

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

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

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

35. Signing of Contract

35.1 Promptly after notification, the Purchaser shall send the Contract successful Bidder the Agreement. Within Eight (8) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

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

36. Performance Security

36.1 Within Ten (10) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the General Conditions of Contract (GCC), using for that purpose the Performance Security Form included in Section-X, Contract Forms, or another Form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in India. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily

36.2 The Performance security shall remain valid for a period of 120 days (120) beyond the date of completion of all contractual obligations including warranty obligations, if any.

Section III. Bid Data Sheet (BDS)

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

Clause No.	
1	Supply, Installation, Testing and Commissioning of one 16.5 TR air-cooled package air-conditioner unit for the ductable system.
2	The Purchaser is Administration (Housekeeping) division, Textiles committee, Mumbai.
3	A bidder can be a manufacturer/Authorized dealer or supplier of the item he is bidding
4	The bidder shall be deemed to have full knowledge of documents and no extra charges consequent on any misunderstanding or otherwise shall be allowed.
5	Any clarification regarding bid should be submitted in writing at least 3 days before the pre-bid meeting. The tender issuing Authority will issue all clarifications, interpretations, meanings and specific directions, if any, through the Central Public Procurement Portal for e-procurement. For Clarification of bid purposes only, the Purchaser's address is - The Assistant Director, Housekeeping Division (4th floor), Textiles Committee, P. Balu road, Prabhadevi Chowk Mumbai-400025 Tel- : +91 22 66527523/586 Email- tchkmumbai@gmail.com
5.4	Pre bid meeting-03/11/2017 Time : - 15:00 Place: 5 th floor board room, Textiles Committee, P. Balu road, Prabhadevi Chowk Mumbai-400025
8	The language of the bid is: English All correspondence exchange shall be in English language. Language of the all supporting documents: English.
9	Bidder shall submit following additional documents: <ul style="list-style-type: none"> a. Technical bid form with requisite documents mentioned in the format as per Annexure-1 b. Audited Balance sheets with profit and loss statement for last 3 financial years. c. Copy of Income Tax returns of the last 3 financial years. d. Copy of Valid Central/State Sales Tax Registration certificate. e. Copy of TIN/ PAN/VAT. f. Copy of certificate of GST Registration. g. Copy of Certificate of incorporation (in case of Company) [or] Copy of Partnership deed (in case of Partnership Firm) along with Power of Attorney, if all the partners have not signed the Bid documents in each page [or] Copy of Registration Certificate or any other valid registration document (in case of sole Proprietorship) h. Copy of valid document for exemption of Earnest Money Deposit (EMD) [or] Copy of Registration Certificate under NSIC/DGS&D. i. Proof of manufacturing Unit, dealership certificate/general order suppliers. j. Authorization letter of Manufacturer in case of authorized dealer/ agent. k. Bidder shall have experience of having successfully completed work of supply, installation, testing & commissioning of Air Conditioning systems in last 5 years, following work completion certificate or other documentary evidence.
15.1	Bid validity: 180 days
16	Bidder shall submit interest free EMD of Rs. 15000, to be paid by DD /Pay order/ Banker's cheque in the favor of Textiles Committee payable at Mumbai.
	EMD of unsuccessful bidders will be returned after the award of contract.

32	The bidder shall be selected as L-1 whose aggregate value is lowest (with considering buy back amount).
36	Selected bidders have to deposit 5% of the total value of contract as a performance security within 10 days of receipt of award of contract.

Section IV. Prequalification

1. Authorized person to indicate the compliance of technical specification in the respective pages of the tender document and sign the same with seal of organization.
2. The bidder is i) Either manufacturer or ii) an authorized agent for the supply of the aforesaid item for which the Bid is submitted.
3. The bidder shall quote only for the brands for which he is an authorized dealer of AC, as applicable.
4. Bidder should have Electrical contractor license, if any.
5. The bidders should have executed such works in last 5 years.
 - a. Three works each costing not less than Rs. 300000/-.
 - Or
 - b. Two works each costing not less than Rs. 400000/-.
 - Or
 - c. One work costing not less than Rs. 900000/-.
6. Audited Balance sheets with profit and loss statement for last 3 financial years.
7. Copy of Income Tax returns of the last 3 financial years.
8. Copy of Valid Central/State Sales Tax Registration certificate.
9. Copy of TIN/ PAN/VAT.
10. Copy of certificate of GST Registration.
11. Copy of Certificate of incorporation (in case of Company) [or] Copy of Partnership deed (in case of Partnership Firm) along with Power of Attorney, if all the partners have not signed the Bid documents in each page [or] Copy of Registration Certificate or any other valid registration document (in case of sole Proprietorship)
12. Copy of valid document for exemption of Earnest Money Deposit (EMD) [or] Copy of Registration Certificate under NSIC/DGS&D.
13. Proof of manufacturing Unit, dealership certificate/general order suppliers.
14. Authorization letter of Manufacturer in case of authorized dealer/ agent.
15. Bidder shall have experience of having successfully completed work of supply, installation, testing & commissioning of Air Conditioning systems in last 5 years, following work completion certificate or other documentary evidence

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

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

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

- (i) —Corrupt practice¹ is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;¹;
- (ii) —Fraudulent Practices² is any act or omission including a misrepresentation which knowingly or recklessly made to mislead another party to obtain financial or other benefit or to avoid an obligation;²
- (iii) —Collusive practice³ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;³
- (iv) —coercive practice⁴ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;⁴

¹ For the purpose of this sub-paragraph, —*another party* refers to a public official acting in relation to the procurement process or contract execution. In this context, —*public official* includes Textiles Committee staff and employees of other organizations taking or reviewing procurement decisions.

² For the purpose of this sub-paragraph, —*party* refers to a public official; the terms —*benefit* and —*obligation* relate to the procurement process or contract execution; and the —*act or omission* is intended to influence the procurement process or contract execution.

³ For the purpose of this sub-paragraph, —*party* refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

⁴ For the purpose of this sub-paragraph, —*party* refers to a participant in the procurement process or contract execution.

- (v) obstructive practice" is: deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

- b) Besides actions under clause (a) Textiles Committee may also take action to blacklist such bidder either indefinitely or for a specified period.

PART - 2 Supply Requirements

PART - 3 Contract

Section VII. General Conditions of Contract

1. Definitions
2. Contract Document
3. Fraud and Corruption
4. Interpretation
5. Language
6. Joint Venture, Consortium or Association
7. Eligibility
8. Notices
9. Governing Law
10. Settlement of Disputes
11. Obligations during arbitrations
12. Scope of Supply
13. Delivery and Documents
14. Supplier's Responsibilities
15. Contract Price
16. Terms of Payment
17. Taxes and Duties
18. Performance Security
19. Copyright
20. Confidential Information
21. Subcontracting
22. Specifications and Standards
23. Packing and Documents
24. Insurance
25. Transportation and Incidental Services
26. Inspections and Tests
27. Liquidated Damages
28. Warranty
29. Patent Indemnity
30. Force Majeure

31. Change Orders and Contract Amendments

32. Extensions of Time

33. Termination

34. Assignment

1. Definitions

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

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

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

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

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

“Day” means calendar day.

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

“GCC” means the General Conditions of Contract.

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

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

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

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

“SCC” means the Special Conditions of Contract.

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

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

2. Contract Documents

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

3. Corrupt and Fraudulent Practices

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

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

4. Interpretation

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

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

4.3 Amendment

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

4.4 Nonwaiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.5 Severability

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

5. Language

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

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

6. Joint Venture, Consortium or Association

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

7. Eligibility

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

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

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

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

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

8. Notices

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

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

9. Governing Law

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

10. Settlement of Disputes

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

10.2 If the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to settle the issue by arbitration, as hereinafter provided, as to the matter in dispute, no arbitration in respect of the matter be commenced unless such notice is given in accordance with this Clause for the final settlement of the matter. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

10.3 All questions, disputes and differences arising shall be referred by the Secretary, Textiles Committee to the sole arbitrator for arbitration under the provision of the Arbitrations and Conciliation Act, 1996.

11. Obligations during arbitrations

11.1 Notwithstanding any reference to arbitration in Clause 10, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Purchaser shall pay any amount due to the Supplier.

12. Scope of Supply

12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements

13. Delivery and Documents

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC

14. Supplier's Responsibilities

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13

15. Contract Price

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC

16. Terms of Payment

16.1 Ordinarily, payments for services rendered or supplies made shall be released only after the services have been rendered or supplies appropriate to the requirement made.

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, within ninety (90) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The currencies in which payment shall be made to the supplier under this contract shall be Indian currency unless otherwise agreed

17. Taxes and Duties

17.1 For goods manufactured outside India, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside India.

17.2 For goods Manufactured within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser. Applicable TDS will be deducted from bills.

17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in India, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent or country or origin, the supplies shall provide benefit from any such tax saving to the purchaser.

18. Performance Security

18.1 If required as specified in the SCC, the Supplier shall, within Ten (10) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC.

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract

18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser.

18.4 Performance security should remain valid for a period of 1 year beyond the date of completion of all contractual obligations of the supplier including warranty obligation.

18.5 Bid security shall be refunded to the successful bidder within 30 days of receipt of performance security.

19. Copyright

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

20. Confidential Information

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

- (a). now or hereafter enters the public domain through no fault of that party;
- (b). can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (c). otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later on shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section-VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin or India.
- (b) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

24. Insurance

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

25. Transportation and Incidental Services

25.1 The Supplier is required under the Contract to transport the Goods to a specified place of final destination within India, defined as the Project Site, transport to such place of destination in India, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the "Contract Price"; or any other agreed upon trade terms (specify the respective responsibilities of the Purchaser and the Supplier)

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon

in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services otherwise shall be at the cost of suppliers.

26. Inspections and Tests

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC.

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in India as specified in the SCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier, if permitted by the purchaser, shall either rectify or replace such rejected Goods or part thereof or make alterations necessary to meet the specifications

at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall absolve the Supplier from any warranties or other obligations under the Contract

27. Liquidated Damages

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

28. Warranty

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

28.2 Subject to Sub-Clause 22.1(b) of GCC, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India

28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or warranty period mentioned by supplier whichever period concludes later unless mutually agreed.

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

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC; the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

29. Patent Indemnity

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claims

29.3 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

30. Force Majeure

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

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

30.3 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

31. Change Orders and Contract Amendments

31.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

31.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

31.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

31.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

32. Extensions of Time

32.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

32.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 32.1.

33. Termination

33.1 Termination for Default

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

33.2 Termination for Insolvency.

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

33.3 Termination for Convenience.

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

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

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

34. Assignment

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

Section VIII. Special Conditions of Contract

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

Ref. GCC Clause No.	SCC
5	Language of the contract is English.
8	For Clarification of bid purposes only, the Purchaser's address is - The Assistant Director, Housekeeping Division (4th floor), Textiles Committee, P. Balu road, Prabhadevi chowk Mumbai-400025 Tel- : +91 22 66527523/586 Email- tchkmumbai@gmail.com
10.2	In the event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. if such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Secretary, Textiles Committee
13	The bidder should take responsibility for delivery, installation & commissioning of goods on the 3 rd floor of Textiles committee at Mumbai, at the address specified in the Purchase Order in case of indigenous supply.
16	Terms of payment: Advance Payment of 30% of total value of contract will be made at the time issuance of Work Order & its acceptance against submission of Bank Guarantee or DD/Pay Order of equivalent amount of 30% advance amount and performance Security by the successful bidder in order to safeguard the interest of Textiles Committee
17	The bidder shall solely & entirely be responsible for all taxes, octroi, duties, license fees etc. incurred for delivery, installation & commissioning of the contracted goods in the Textiles Committee, Mumbai
18	Performance Security shall be paid in the form of DD/Pay Order or Bank Guarantee.
21	Order(s) for the delivery, installation & commissioning of items, once placed with successful bidder is non transferable and no sub-contracting is permitted. Textiles Committee reserves the right to cancel the order in such event.
22	<ol style="list-style-type: none"> 1. The bidder shall take all responsibility and carry out the feasibility study before quoting the rates for the measurement of all doors, windows, ducts and floors for the shifting and installment of Air-cooled Air Conditioning unit. 2. The bidder should visit and inspect the site before he quotes so that no modification is carried out at the site once the supply of ordered material is affected. The Textiles Committee will not entertain any request/ allow bidder to make any structural changes at the site.
23	Packing of the items should be such that the quality of the items is retained during delivery and its life expectancy period. The details of the date of manufacturing and expiry date, if applicable, should be there on the packing. Items without these details will not be accepted
23.2	In case of shortfall in delivery, installation & commissioning of the items, it is the responsibility of the bidder to arrange for the supply of the required items in good condition as per the work order, within 15 days. Any additional expenditure, whatsoever for the above shall be entirely borne by the bidder.
24	Insurance: It is the sole responsibility of the bidder to process insurance claim in case of damage or loss in transit in case of indigenous supply. Further, the bidder would ensure insurance cover for the workers so employed by him during supply, installation and commissioning of the Air-cooled Package Air-conditioner Units to the existing ductable system of air-conditioning in the Textiles Committee.
26	If the specification of the items delivered is not as per our requirement or as specified in the certificate of analysis/ traceability, such items will be returned and cost of that item should be refunded to Textiles Committee.

27	The successful bidder shall adhere to the delivery period as defined in the purchase order. Delay in execution of the work within stipulated period of contract shall attract penalty of 0.5% of total contract value per week.
31	The items and number of units of the items being procured are tentative and liable to change without assigning any reason thereof.
34	<p>1. Annual Maintenance Contract: The Textiles Committee may enter into Comprehensive Annual Maintenance Contract (AMC) preferable with the successful bidder or any other agency once the warranty period is over. The period of such comprehensive AMC will be for perpetual period of 5 years or 7 years.</p> <p>2. <u>BUY-BACK OF EXISTING AHU UNITS:</u></p> <p>The successful bidder shall ensure complete buyback of 3700 CFM existing floor mounted & 2500 CFM existing wall mounted AHUs at his own cost completely and shall pay the specified amount for buy-back to the Textiles Committee separately along with acceptance of work order and before executing final payment to him. The rates shall be mentioned for buy back in the bid.</p>

Part 4 -Bidding Forms and Contract Forms

Section IX: Bidding Forms

Table of Forms

1. Tender Form (Techno commercial un priced Bid)
2. Tender Form (Price Bid)
3. Bidder Information Form
4. Manufacturer's Authorization
5. Technical bid form, Annexure-I
6. Financial bid form, Annexure-II.

1. TENDER FORM

(Techno commercial un-priced Bid)

(On the letter head of the firm submitting the bid)

Ref. Tender No: 28/26/2015-AD

To,

The Secretary,

Textiles Committee, Mumbai

400025

Dear Sir,

1. I/We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders;
2. I/We meet the eligibility requirements and have no conflict of interest
3. I/We have not been suspended nor declared ineligible in India
4. I/We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following work: **Supply, Installation ,Testing and Commissioning of one 16.5 TR air-cooled package airconditioner unit for the ductable system.**
5. I/We offer to supply the items as listed in the schedule to this tender hereto/portion thereof as you may specify in the acceptance of Tender at the price given in the said Schedule and agree to hold this offer open for a period of 240 days from the date of opening of the tender.
6. I/we shall be bound by a communication of acceptance issued by you.
7. I/We have understood the Instruction to bidders and Conditions of Contract in the form as enclosed with the invitation to the tender and have thoroughly examined the specifications quoted in the Schedule hereto and am/are fully aware of the nature of the goods required and my/our offer is to supply the goods strictly in accordance with the specifications and requirements.
8. A Demand Draft or Bankers cheque in favor of the Textiles Committee for Rs.15000 (Rupee: Fifteen thousand only) as **Earnest Money Deposit** is enclosed. The Draft is drawn onBank payable at Mumbai
9. The following have been added to form part of this tender.
 - a. Technical bid form with requisite documents mentioned in the format as **per Annexure-1**
 - b. Audited Balance sheets with profit and loss account details for last 3 financial years.
 - c. Copy of Income Tax returns of the last 3 financial years..
 - d. Copy of Valid Central/State sales tax registration certificate.
 - e. Copy of PAN/VAT and any other related document..
 - f. Copy of certificate of Service Tax Registration.
 - g. Copy of Certificate of incorporation (in case of Company) [or] Copy of Partnership deed (in case of Partnership Firm) along with Power of Attorney, if all the partners have not signed the Bid documents in each page [or] Copy of Registration Certificate or any other valid registration document (in case of sole Proprietorship)
 - h. Copy of valid document for exemption of Earnest Money Deposit (EMD) [or] Copy of Registration Certificate under NSIC/DGS&D.
 - i. Proof of manufacturing Unit, dealership certificate/general order suppliers.
 - j. Authorization letter of Manufacturer in case of authorized dealer/ agent.
 - k. Bidder shall have experience of having successfully completed work of supply, installation, testing & commissioning of Air Conditioning systems in last 5 years , following work completion certificate or other documentary evidence.

1. Any other enclosure. (Please give details)
10. We undertake to execute all orders which have been placed to meet emergent requirements on priority basis.
11. Certified that the bidder is:
 - i. A sole proprietorship firm and the person signing the bid document is the sole proprietor /constituted attorney of the sole proprietor,
 - ii. Or
 - iii. A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.
 - iv. Or
 - v. A company and the person signing the document is the constituted attorney.
12. (NOTE: Delete whatever is not applicable. All corrections/deletions should invariable be duly attested by the person authorized to sign the bid document).
13. We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof shall constitute a binding contract between us.
14. If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
15. We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process, other than alternative bids submitted;
16. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption

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

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

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

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

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

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

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

Yours faithfully,

(Signature of bidder)

Dated this day of _____

Address:.....

.....

.....

Telephone No. : _____

FAX _____

E-mail _____

Company seal

2. TENDER FORM (Priced Bid)
(On the letter head of the firm submitting the bid document)

To,
The Secretary,
Textiles Committee, Mumbai
400025

Ref: Tender No:

Sir,

Having examined the bidding documents and having submitted the techno commercial unpriced bid for the same, we, the undersigned, hereby submit the priced bid for supply of goods and services as per the schedule of requirements and in conformity with the said bidding documents.

1. We hereby offer to supply the Goods/Services at the prices and rates mentioned in the enclosed schedule of requirement.
2. We do hereby undertake that, in the event of acceptance of our bid, the supply of Goods/Services shall be made as stipulated in the schedule of requirement and that we shall perform all the incidental services.
3. The prices quoted are inclusive of all charges net F.O.R Textiles Committee. We enclose herewith the complete Financial Bid as required by you. This includes:
 - a) Price Schedule as per format provided by you i.e. Annexure-II.
 - b) Statement of deviations from financial terms and conditions.
4. We agree to abide by our offer for a period of 180 days from the date fixed for opening of the bid documents and that we shall remain bound by a communication of acceptance within that time.
5. We have carefully read and understood the terms and conditions of the bid document and we do hereby undertake to supply as per these terms and conditions. The Financial Deviations are only those mentioned in the statement of deviations from financial terms and conditions.
6. We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: **[insert complete name of each recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]**

Name of Recipient	Address	Reason	Amount

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

7. 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; and
8. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Certified that the bidder is:

A sole proprietorship firm and the person signing the bid document is the sole proprietor/ constituted attorney of sole proprietor,

Or

A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney,

Or

A company and the person signing the bid document is the constituted attorney.

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

We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof, shall constitute a binding contract between us.

Dated this day of _____

Signature of Bidder _____

Details of enclosures _____

Full Address: _____

Telephone No. _____

Mobile No. : _____

Fax No. : _____

E-mail : _____

COMPANY SEAL

3. Bidder Information Form

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

1. Bidder's Name: *[insert Bidder's legal name]*
2. In case of JV, legal name of each member : *[insert legal name of each member in JV]*
3. Bidder's actual or intended country of registration: *[insert actual or intended country of registration]*
4. Bidder's year of registration: *[insert Bidder's year of registration]*
5. Bidder's Address in country of registration: *[insert Bidder's legal address in country of registration]*

6. Bidder's Authorized Representative Information

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

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

7. Attached are copies of original documents of *[check the box(es) of the attached original documents]*

1. Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above,
2. In case of JV, letter of intent to form JV or JV agreement,.
3. In case of Government-owned enterprise or institution, documents establishing:

4. Manufacturer's Authorization

(On the letterhead of the bidder)

To,

The Secretary Textiles Committee,
Mumbai

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 *Air-cooled package AC* and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

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

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

Title: *[insert title]*

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

Section X. Contract Forms

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

Table of Forms

1. Letter of Acceptance
2. Contract Agreement
3. Performance Security
4. Advance Payment Security

Letter of Acceptance (On bidders letterhead)

To,
The Secretary
Textiles Committee
P. Balu Road, Prabhadevi, MUMBAI- 400 025

Sir,

We hereby offer our competitive rate for the supply, installation, testing and commissioning of one 16.5 TR Air-cooled Package Air Conditioner units (make _____) for the existing ductable system of Air Conditioning on the 3rd Floor of Textiles Committee, Mumbai as per Financial Bid in **Annexure- II**

1. The unit rate offered in Financial Bid at **Annexure- II** is valid till the execution of supply, installation, testing and commissioning and 180 days beyond the date of opening of bids
2. We have read understood and agreed to all the terms & conditions shown in the bid document carefully and thoroughly and are fully acceptable to me.
3. I/ we _____ Son/ Daughter of Shri

_____ Proprietor/ Partner/ Director/ Authorized
signatory of M/s.

_____ am/ are competent to sign
the declaration and execute this bid document.

4. The information/ documents furnished along with the above bid are true and authentic to the best of my knowledge and belief. I/ We, am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my/our bid at any stage besides blacklisting of my/ our firm/ company and liabilities towards prosecution under appropriate law.

Yours faithfully,

(_____)
Name & signature of the firm with rubber stamp / seal

Contract Agreement

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS AGREEMENT made

the *[insert:number]* day of *[insert:month]*, *[insert:year]*.

BETWEEN

(1) Secretary, Textiles Committee, Government of India, Ministry of Textiles, India and having its principal place of work is Textiles committee, P. Balu road, Prabhadevi, Mumbai-400-025 (hereinafter called —the Purchaser), of the one part, and

(2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at

[insert: address of Supplier] (hereinafter called —the Supplier), of the other part :

WHEREAS the Purchaser invited bids for certain Goods and ancillary service viz., Supply, Installation ,Testing and Commissioning of one 16.5 TR air-cooled package airconditioner unit for the ductable system.

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - (a) the Letter of Acceptance
 - (b) the Tender Forms
 - (c) the Addenda Nos. _____ (if any)
 - (d) Special Conditions of Contract
 - (e) General Conditions of Contract
 - (f) the Specification (including Technical Specifications)
 - (g) the completed Schedules (including Price Schedules(BOQ)
 - (h) any other document listed in GCC as forming part of the Contract
3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier 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.
4. The Purchaser hereby covenants to pay the Supplier 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 *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

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 Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]* in the capacity of *[insert title or other appropriate designation]*

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

Performance Security

Option 1: (Bank Guarantee)

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of Purchaser]*

Date: *_ [Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *_ [insert name of Supplier, which in the case of a joint venture shall be then name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of *_*

[insert name of contract and brief description of Goods and related Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of

(_____) [insert amount in words],¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date.

¹ *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

² *Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate*

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: *All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.*

Option 2: Performance Bond

By this Bond [*insert name of Principal*] as Principal (hereinafter called —the Supplier) and [*insert name of Surety*] as Surety (hereinafter called —the Surety), are held and firmly bound unto [*insert name of Purchaser*] as Obligee (hereinafter called —the Supplier) in the amount of [*insert amount in words and figures*], for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Supplier and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. _____

WHEREAS the Contractor has entered into a written Agreement with the Purchaser dated the day of _____, 20____, for [*name of contract and brief description of Goods_____ and related Services*] in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Supplier shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Supplier shall be, and declared by the Purchaser to be, in default under the Contract, the Purchaser having performed the Purchaser's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Bid or bids from qualified Bidders for submission to the Purchaser for completing the Contract in accordance with its terms and conditions, and upon determination by the Purchaser and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Purchaser and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term —Balance of the Contract Price, as used in this paragraph, shall mean the total amount payable by Purchaser to Supplier under the Contract, less the amount properly paid by Purchaser to Contractor; or
- (3) pay the Purchaser the amount required by Purchaser to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Purchaser named herein or the heirs, executors, administrators, successors, and assigns of the Purchaser.

In testimony whereof, the Supplier has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the

signature of his legal representative, this_day of ,20

SIGNED ON

on behalf of

By

in the capacity of

in the presence of

SIGNED ON

on behalf of

By

in the capacity of

In the presence of

BID FORM- 1- TECHNICAL BID

Sub: Bid Document for the Supply, Installation, Testing and Commissioning of One 16.5 TR Air cooled Package Air conditioned Unit for the Existing Ductable System of Air conditioning on the 3rd Floor of the Textiles Committee, Prabhadevi, Mumbai.

Tender form cum Check List

1	a)Name of Bidder/ Firm/ Company	
1.1	b) Permanent Office Address of the Bidder/ Firm/ Company	
1.2	c) Name of the Authorized Contact Person with landline/ Mobile No. & e-mail ID	
2	d) Nature of the Bidder/Firm/Company (i.e., Sole Proprietor or Partnership firm or a Company or a Government Department or a Public Sector Organization) <i>Certificate of incorporation in case of Company, Registration of Firm/ Partnership deed in case of partnership firm, Registration Certificate or any other Registration document in case of proprietor is to be submitted.</i>	Copies Uploaded/ Not uploaded
4	Earnest Money Deposit Particulars Amount: Rs. 15,000/- Name of Bank/Branch: <i>(Scanned copy of receipt to be uploaded and original to be sent by Post)</i> If the firm is exempted from furnishing EMD, then scanned copy of respective valid certificate from NSIC/DGS&D is to be submitted.	Copies Uploaded/not uploaded

5	Registration particulars: a) Service Tax: b) TIN/VAT c) PAN d) Central/Sales Tax registration certificate. e) Any other	Copies Uploaded/not uploaded
7	Copies of Income Tax Returns for last 3 financial years	Copies Uploaded/ Not Uploaded
8	Copies of Audited balance sheet of last 3 financial years	Copies Uploaded/ Not Uploaded
9	Tender Form (techno-commercial unpriced bid) as per format.	Uploaded/ Not Uploaded
10	Bidder Information form as per format	Uploaded/ Not Uploaded
11	Manufacturer Authorization as per format or as per respective manufactures format.	Uploaded/ Not Uploaded
12	Bidder shall have experience of having successfully completed work of supply, installation, testing & commissioning of Air Conditioning systems in last 5 years, following work completion certificate or other documentary evidence.	Copies Uploaded/ Not Uploaded
13	Electrical Contractor license, if any	Uploaded/ Not Uploaded
14	Any other information important in the opinion of the Bidder (state the list)	Copies Uploaded/ Not Uploaded

Date:

(Dated Signature of Bidder with stamp of the Company)

Financial Bid (Bid Form-2)

(To be submitted in pdf format only and no change/ addition or deletion of column should be effected in the format)
Any changes made by bidder, shall reject bid

<u>Air Conditioner work for Textiles Committee (3rd Floor)</u>					
Sr. No.	Description of Items	Qty. (Estimated)	Unit	Unit rate INR	Total INR
(A) High Side Air-conditioner work					
1.	Supply of 16.5 TR Air-cooled Package Air conditioner units / Make _____	1	Nos.		
Sub Total Amount					
Vat @ _____%					
Octroi @ _____%					
Grand Total Amount of High side (A)					
Sr. No.	Description of Items	Qty. (Estimated)	Unit	Unit rate INR	Total INR
(B) Low side Air-conditioner work					
1.	Installation, testing and commissioning <u>with lifting & shifting</u> of 16.5 TR Package unit	1	No.		
2.	Supply and installation of copper piping with colour painting for Package unit	-	Rmt		
3.	Control cabling indoor to outdoor for Package Unit.	-	Rmt		
4.	M. S. Stand for Outdoor unit (Actual)	-	Nos.		
5.	Gas charging of Package Unit	-	Kg.		
6.	Plenum for 16.5 TR Package unit and connection with existing ducting	1	Lot		
7.	Dismantle of existing floor mounted & wall mounted unit with lifting & shifting (bidders may quote or not at their discretion)	2			
8.	Power cabling from basement to AHU room at 3 rd floor with 4 core copper armour cable	-	Rmt		
9.	80 Amps M.C.C.B. with control panel	1	No.		
10.	Air cooled package unit separate 2 Nos. GI earthing cable termination to basement	-	Rmt		
Sub Total Amount					
Vat @ _____%					
Service Tax @ _____%					
Grand Total Amount of Low side (B)					
GRANT TOTAL (A) + (B)					
(c) BUY BACK AMOUNT					
1	3700 CFM Existing Floor mounted AHU				
2	2500 CFM Existing Wall mounted AHU				