

National Mission for Clean Ganga

Ministry of Jal Shakti

(Department of Water Resources, River Development & Ganga Rejuvenation)

1st Floor, Major Dhyan Chand National Stadium

India Gate, New Delhi-110002.

Telephone: +91-11-23072900-01; Fax: +91-11-23049567

Website: www.nmcg.nic.in

**Tender for Supply of 1500 Branded and Customized 16 GB Pen
Drives**

Tender No. : Co/1/2018 -Communication Wing

Issued on : 27 August, 2019

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1st Floor, Major Dhyan Chand National Stadium

India Gate, New Delhi-110002

Tender No.: Co/1/2018 -Communication Wing

Dated: August 27, 2019

I. NOTICE INVITING TENDER (NIT)

National Mission for Clean Ganga (NMCG) invites sealed Bids under two bid system i.e. Technical Bid and Financial Bid from interested and eligible firms for "Supply of 1500 Branded and Customized 16 GB Pen Drives". The Contract will be initially for a period of 12 months and may be further extended subject to satisfactory performance and mutually agreed terms and conditions.

The interested firms should submit their bids to Procurement Wing, National Mission for Clean Ganga, 1stFloor, Major Dhyan Chand National Stadium, India Gate, New Delhi-110002 **on or before September 17, 2019 upto 03:00 PM.**

Earnest Money Deposit (EMD) equal to Rs.12,500/- (Rupees Twelve Thousand Five Hundred only) in the form of Demand Draft drawn on any scheduled bank in favour of 'National Mission for Clean Ganga' payable at New Delhi must be accompanied with the Bid application.

NMCG reserves the right to cancel the bid at any time or amend / withdraw any of the terms and conditions contained in the Bid Document without assigning any reason thereof.

**Director General
National Mission for Clean Ganga**

II. INSTRUCTIONS TO BIDDERS

1. **Cost of Bid:** The bidder shall bear all costs associated with the preparation and submission of bid and NMCG in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.
2. The bidder is expected to examine all instructions, forms, terms and conditions in the tender document. Failure to furnish all information required by the tender document or submission of a bid not substantially responsive to the tender document in every respect will be at the bidder's risk and may result in rejection of his bid.
3. The bidder shall not make or cause to be made by any alternation, erasure or obliteration to the text of the tender document.
4. **Preparation of Bids**
 - 4.1 **Language:** Bids and all accompanying document shall be in English language. In case any accompanying documents are in other languages, it shall be accompanied by an English Translation. The English version shall prevail in matters of interpretation.
 - 4.2 **Form of Bid**

The form of bid shall be completed in all respects and duly signed and stamped by an authorized representative of the Bidder. Relevant power of attorney for signing the bid should be attached.
 - 4.3 **Currencies of Bid and Payment**

The bidder shall submit his financial bid in Indian Rupees and payment under this contract will be made in Indian Rupees.
5. **Clarifications by Bidders**
 - 5.1 Bidders requiring any clarification on the tender document may contact NMCG in writing by e-mail/ post/ courier within such date as specified in the Schedule of Bidding Process set out in Clause 15.
 - 5.2 All correspondence for clarifications should be submitted as per clause reference in ascending order and as per the format attached at 'Annexure-A' to the following address in writing by email/post/courier:

Procurement Wing,
National Mission for Clean Ganga,
1st Floor, Major Dhyan Chand National Stadium
India Gate, New Delhi-110002
E: hirdesh@nmcg.nic.in
Copy to: tl.procurement@nmcg.nic.in
 - 5.3 NMCG shall endeavour to respond to the queries raised or clarifications sought by the Bidders. However, NMCG reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this clause shall be construed, taken or read as compelling or requiring NMCG to respond to any query or to provide any clarification.
 - 5.4 At any time prior to the Bid Due Date, NMCG may, for any reason, whether at its own initiative or in response to clarifications requested by Bidder(s), modify the tender document by way of issue of Addendum/ Corrigendum/ Clarifications. Any Addendum/

Corrigendum/ Clarifications thus issued shall be uploaded on the website of NMCG (<https://nmcg.nic.in>) and CPP portal (<https://eprocure.gov.in/cppp/>) and shall be binding on Bidders and shall form part of the tender document.

6. **Format and Signing of Bid**

- 6.1 The documents comprising the bid shall be typed and all pages of the bid shall be signed by a person duly authorized to sign on behalf of the bidder.
- 6.2 The Bidders shall submit the Proposal in hard bound form with all pages numbered serially and by giving an index of submissions.
- 6.3 The bid shall contain no alternations, omissions or additions except those to comply with instruction issued by NMCG, or are necessary to correct errors made by the bidder, in which case such corrections shall be initialed/singed by the person signing the bid.

7. **Earnest Money Deposit (EMD)**

- 7.1 The bidder shall deposit Earnest Money Deposit (EMD) for an amount of **Rs.12,500/-** (Rupees Twelve Thousand Five Hundred only) in the form of Demand Draft issued by any scheduled bank in favour of 'National Mission for Clean Ganga' payable at New Delhi, along with the submission of the bid. The EMD will remain valid for a period of forty-five days beyond the final bid validity period. NMCG shall not be liable for payment of any interest on the EMD. If required by the NMCG, bidders will have to extend validity of their EMD.
- 7.2 Any tender not accompanied by EMD shall be rejected.
- 7.3 Bidder(s) who are registered with NSIC/MSME are exempted from furnishing the EMD. For such case, copy of the valid registration certificate must be enclosed with the bid.
- 7.4 The EMD shall be returned to unsuccessful Bidders after expiry of the final Bid Validity Period and latest on or before the 30th day after award of the contract.
- 7.5 EMD shall be forfeited if the bidder withdraws his bid during the period of tender validity.
- 7.6 EMD shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by NMCG.

8. **Submission of Bids**

- 8.1 The bidder shall submit their proposal under two bid system i.e. Technical Bid and Financial Bid, complete in all respect, in separate sealed envelopes are to be put into an outer envelope superscribed "**Tender for Supply of 1500 Branded and Customized 16 GB Pen Drives**". The bidder shall submit EMD along with Technical Bid.

The sealed envelope should reach the address **Procurement Wing, National Mission for Clean Ganga, 1stFloor, Major Dhyan Chand National Stadium, India Gate, New Delhi-110002 on or before September 17, 2019 upto 03:00 PM**. The Bids shall not be accepted beyond the stipulated date and time under any circumstances what so ever.

8.2 Validity of Bid: The bid must remain valid and open for acceptance for a period of **75 days** from the date of opening of Bid.

9. **Late and Delayed Bids:**

9.1 Bids must be received not later than the date and time stipulated in the tender document. NMCG may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of NMCG and the bidder will be the same.

9.2 Any bid received by NMCG after the deadline for submission of bids, as stipulated above, shall not be considered.

10. **Opening and Evaluation of Technical Bid**

10.1 Technical Bids will be opened in the presence of the bidders' representatives who choose to attend at the appointed place and time.

10.2 The Technical Bid of the bidder would be evaluated as per the eligibility criteria set out in the tender document, whether these are compliance in all respects. Bids will be evaluated based on the information submitted by bidder. However, NMCG reserves the right to seek clarification/documents from the bidders, if NMCG considers it necessary for proper assessment of the bid.

11. **Opening and Evaluation of Financial Bid**

11.1 The Financial Bids of the technically qualified bidders i.e. bidders who meet the eligibility criteria set out in the tender document will be opened in the presence of such bidders' representatives who choose to attend.

11.2 The contract will be awarded on the basis of overall Lowest Cost.

11.3 The Bidder shall quote the unit price for Pendrives separately indicating all applicable taxes as applicable. The quoted price shall be firm and fixed for the entire duration of the contract period or beyond in case of Repeat Order option exercised by the NMCG or extension of the Contract on the same terms and conditions.

11.4 Arithmetic errors if any will be rectified on the following basis: if there is a discrepancy between the unit price and the total price obtained by multiplying by the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is discrepancy between words and figures, the amount mentioned in words shall prevail. If the Bidder does not accept the correction of the errors, their bid will be treated as non-responsive and it is liable for rejection.

12. **Right to accept any Bid and to reject any or all Bids**

12.1 NMCG is not bound to accept the lowest bid or any bid and may at any time by giving notice in writing terminate/cancel the tendering process.

12.2 NMCG may terminate the contract/cancel the LOA if it is found that the bidder is blacklisted on previous occasions by any of the central/state government ministry/department/institutions/local bodies/municipalities/PSUs, etc.

13.2 NMCG may also terminate the contract/cancel the LOA in the event the Successful Bidder fails to furnish the performance security or fails to execute the agreement.

13. Award of Contract

13.1 NMCG will award the contract to the Successful Bidder, whose bid has been found to be lowest quote bid, to perform the contract satisfactorily as per the terms and conditions incorporated in the tender document.

13.2 NMCG will communicate the Successful Bidder by email confirmed by letter transmitted by registered/speed post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the "Letter of Award") shall prescribe the amount which NMCG will pay to the Successful Bidder in consideration of the execution of work/services by them as prescribed in the contract.

13.3 The Successful Bidder will be required to commence the assignment at the earliest as communicated by NMCG in this regard.

13.4 The Successful Bidder will be required to execute the contract for the services within a period of 25 days from the date of issue of Letter of Award.

13.5 However, NMCG reserves the right to reject any or all the offers without assigning any reason whatsoever.

14. Performance Security

14.1 The Successful Bidder shall be required to furnish a Performance Security within 15 days from the date of notification of award for an amount equal to 10% of the contract price in the form of Bank Guarantee from a Scheduled Bank in acceptable form in favour of 'National Mission for Clean Ganga' payable at New Delhi. The Performance Security shall remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the Successful Bidder accordingly.

14.2 Failure of the Successful Bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of Bid Security (EMD).

15. Schedule of Bidding Process

NMCG would endeavour to adhere to the following schedule:

S. No	Activity Description	Date
1.	Issue of Tender	August 27, 2019
2.	Last Date for Submission of Queries	Sep 3, 2019
3.	NMCG response to Queries	Sep 5, 2019
4.	Last Date for Submission of Bids	Sep 17, 2019, up to 03:00 PM.
5.	Date for Opening of Technical Bids	Sep 17, 2019, at 03:30 PM.
6.	Date for Opening of Financial Bids	To be notified later

III. ELIGIBILITY CRITERIA

1. The bidder should be Indian entity registered under the respective acts of India.
2. The bidder should have its office in Delhi NCR region.
3. The average annual turnover of the bidder during last three financial years (FY 2015-16, FY 2016-17 and FY 2017-18) should be more than Rs.10,00,000 (Rupees Ten Lakh). Copies of audited balance Sheet and profit and loss account for the above years must be submitted.
4. The bidder during the last five (5) years should have completed the following similar nature of contracts with Government Departments/Ministries/ PSUs/ Autonomous Organizations:
 - a) At least two assignments of supply of similar items each in excess of Rs. 2.5 Lakh (two individual work orders)

or
 - b) one single assignment of supply of similar items in excess of Rs.5 Lakh (single work order);

Documentary proof such as work orders/completion certificates/extract of contract should be submitted along with the Technical Bid.
5. The bidder participating in the tender should have PAN and GST registration Number. The documentary proof of such registrations shall be submitted.
6. Consortium, Joint Venture, subletting, sub-contracting or hiring services of other entity for execution of the Services under this tender is not allowed.

Bidders are requested to submit the necessary documentary evidence for the aforesaid information along with their bid.

IV. BILL OF MATERIALS

Required Items: (Quantities given are estimates only. It is likely to vary)

S.No.	Item Description	Estimated Annual Requirement	Unit
1.	<p>Pen drives</p> <ul style="list-style-type: none"> • 16 GB Pen-Drive of Branded Company • Design: Visiting Card/Credit Card Type • Plastic Case • USB 3.0 • One-year warranty • Customized Printing with Namami Gange Logo, Generic Ganga Photo and NMCG Address (creative to be provided by NMCG) • Copy data/information on all pen drives upto 10 GB (Data will be provided by NMCG) 	1,500	Nos.

Note:

- The delivery of pen drives from selected supplier will include documents/media files that NMCG will share to be uploaded before delivery.
- *If any Pen drives found corrupt, the firm will be replace the same within 7 days without any extra charges*
- *Product Warranty: one year warranty from the date of supply of the product*
- The Supplier has to deliver the Goods to the Purchasers office without any extra cost irrespective of the quantities involved. There may be 3 to 4 schedules as per the requirement of NMCG. NMCG reserves the right to order quantity at any time. The Supplier shall deliver the required items within 7 days from the date of work order having been placed during the Contract Period or any other timeline as mentioned in the work order.
- **Quantity Variation Clause**
The quantities mentioned in this contract are indicative only. The required quantities may vary to +/- 25%. However, the approved rate of each item as per Financial Bid and other terms and conditions shall remain unchanged during the period of the Contract. It will be entirely the discretion of the Purchaser to exercise this variation option or not. Additionally, the Purchaser reserves the right to not buy the quantities of some of the items that it does not require as stated in the Financial Bid.

Annexure-I**Form of Technical Bid Submission Letter**

To
The Director General,
National Mission for Clean Ganga,
1st Floor, Major Dhyan Chand National Stadium,
India Gate, New Delhi-110002

Sub: Tender for Supply of 1500 Branded and customized 16 GB Pen Drives

Ref: Co/1/2018 -Communication Wing

Dear Sir,

I/ We, the undersigned, offer to Supply Items such as 1500 Branded and Customized 16 GB Pen drives to National Mission for Clean Ganga. We are hereby submitting our bid, in a sealed envelope.

I/We, hereby declare that:

- (a) We are enclosing and submitting herewith our Bid, with the details as per the requirements of the tender, for your evaluation and consideration.
- (b) We submitted the EMD of Rs.12,500/- (Rupees Twelve Thousand Five Hundred only)in accordance with the tender Document. The EMD in the form of Demand Draft is enclosed. Or
We are submitting the copy of the registration under NSIC/MSME for claiming exemption on EMD submission.
- (c) I/We have read carefully the terms and conditions of tender document attached hereto and hereby agree to abide by the said terms and conditions.
- (d) The bid is unconditional.
- (e) I/We undertake that documents submitted are genuine/authentic and nothing material has been concealed. I/We understand that the contract is liable to be cancelled, if it is found to be having obtained, through fraudulent means/concealment of information.
- (f) We shall make available to the NMCG any additional information it may find necessary or require to clarify, supplement or authenticate the Bid.
- (g) Until a formal agreement is prepared and executed, acceptance of this tender document shall constitute a binding contract between NMCG and us subject to the modifications, as may be mutually agreed to, between NMCG and us.
- (h) agree to keep this bid valid for acceptance for a period of Seventy Five (75) days from the date of opening the bid.

We understand that the NMCG is not bound to accept any tender that the NMCG receives.

Yours faithfully,

Authorized Signatory
(with Name, Designation, Contact no. and Seal)

Annexure-II

A. Information on Bidder's Organisation

S.No.	Particulars	Details
1.	Name of the Bidder	
2.	Address of the Bidder	
3.	Incorporation status of the Bidder (Company or Firm) (Relevant Certificate to be submitted in Technical Bid)	
4.	Year of Establishment (Copy of firm registration certificate to be submitted)	
5.	Details PAN registration (enclose copy)	
6.	Details GST registration (enclose copy)	
7.	Name and Designation of the contact person to whom all references shall be made regarding this Bid	
8.	Telephone No. (with STD Code)	
9.	E-mail id of the Contact Person	
10.	Fax No. (with STD Code)	
11.	Website (if any)	

B. Qualification Criteria:

S.No.	Particulars	Documents Required	Indicate Page no
1	The average annual turnover of the bidder during last three financial years (FY 2015-16, FY 2016-17, and FY 2017-18) should be more than Rs.10,00,000 (Rupees Ten Lakh).Copies of audited balance Sheet and profit and loss account for the above years must be submitted.	Submit as per Annexure - VII	
2	The bidder during the last five (5) years should have completed the following similar nature of contracts with Government Departments/Ministries/ PSUs/ Autonomous Organizations: a) At least two assignments of supply of similar items each in excess of Rs. 2.5 Lakh (two individual work orders)	Submit as per Annexure - VI	

	or		
	b) one single assignment of supply of similar items in excess of Rs.5 Lakh (single work order);		

Signature of the Authorized Signatory

Name

Designation

Name of the Bidder

Annexure-III

Bidder's Authorisation Certificate

To

The Director General,
National Mission for Clean Ganga,
1st Floor, Major Dhyan Chand National Stadium,
India Gate, New Delhi-110002

Sub: Tender for Supply of 1500 Branded and Customized 16 GB Pen Drives

Ref: Co/1/2018 -Communication Wing

Dear Sir,

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with tender No. _____ dated _____. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Verified Signature:-

Seal of the Organisation:-

Date:-

Place:-

Note: Please attach the board resolution / valid power of attorney in favour of person signing this authorisation letter.

Annexure-IV

Performa for Affidavit
(on non-judicial stamp paper of Rs. 100/-)

I _____ Proprietor/Director/Partner of the firm M/s._____ do hereby solemnly affirm that our firm M/s._____ has not been blacklisted/debarred by any government organization/PSU/Autonomous body and there has not been any work cancelled against them for poor performance in the last three years reckoned from the date of invitation of bid.

Signature of the Authorized Signatory

Name

Designation

Name of the Bidder

Annexure-V

Certificate of Conformity / No Deviation

To

The Director General,
National Mission for Clean Ganga,
1st Floor, Major Dhyan Chand National Stadium,
India Gate, New Delhi-110002

Sub: Tender for Supply of 1500 Branded and Customized 16 GB Pen Drives

Ref: Co/1/2018 -Communication Wing

Dear Sir,

This is to certify that, the specifications of goods/ items which I/ We have mentioned in the Technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the specifications specified in the tender document and that there are no deviations of any kind from the required specifications.

I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors (except GST as applicable) involved in the end-to-end execution of the CONTRACT and to meet the desired Standards set out in the tender document.

Thanking you,

Signature of the Authorized Signatory

Name

Designation

Name of the Bidder

Annexure-VI

Similar Nature of Work Experience / Contracts

Details of projects successfully completed by the bidder in the last five years:

S. No.	Description of Project / Scope of the work	Name of the Client	Contract value (INR)	Contract Period	
				From	To
1.					
2.					
3.					
...					

Note:

- Copies of supporting documents such as Work Order/contracts/LoAs/completion certificate to be attached.

Signature of the Authorized Signatory

Name

Designation

Name of the Bidder

Annexure-VII

Financial Information of Bidder's Organisation

S.No.	Parameters	FY 2015-16	FY2016-17	FY2017-18
1	Annual Turnover (In Rupees).			
Average Turnover				

Note:

- Copies of the audited balance sheet and profit and loss account for the above financial years must be attached.

Signature of the Authorized Signatory

Name

Designation

Name of the Bidder

Annexure-VIII

Form of Financial Bid Submission Letter

To
The Director General,
National Mission for Clean Ganga,
1st Floor, Major Dhyan Chand National Stadium,
India Gate, New Delhi-110002

Sub: Tender for Supply of 1500 Branded and customized 16 GB Pen drives

Ref: Co/1/2018 -Communication Wing

Dear Sir,

We, the undersigned bidder, having read & examined in detail, the tender document, I/ we, the undersigned, offer to supply the items as mentioned in the Bill of Material& in conformity with the said tender document for the same.

I / We undertake that the prices are in conformity with the specifications prescribed. The quoted price is inclusive of all cost likely to be incurred for executing this work. The prices are exclusive of applicable taxes i.e. GST as mentioned in the financial bid.

I / We undertake, if our bid is accepted, to deliver the goods in accordance with the terms & conditions of the bidding document.

I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee as prescribed in the bidding document.

I / We agree to abide by this bid for a period of 75 days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief. We understand that you are not bound to accept the lowest or any bid you may receive. We agree to all the terms & conditions as mentioned in the tender document and submit that we have not submitted any deviations in this regard.

Yours faithfully,

Signature of the Authorized Signatory
Name
Designation
Name of the Bidder

Annexure-IX

FORM OF FINANCIAL BID

Required Items: (Quantities given are estimates only. It is likely to vary)

S.No.	Item Description	Estimated Annual Requirement	Unit Rate (INR)	Amount (INR)
1.	<p>Pen drives</p> <ul style="list-style-type: none"> • 16 GB Pen-Drive of Branded Company • Design: Visiting Card/Credit Card Type • Plastic Case • USB 3.0 • One year Warranty • Customized Printing with Namami Gange Logo, Generic Ganga Photo and NMCG Address (creative to be provided by NMCG) • Copy data/information on all pen drives upto 10 GB (Data will be provided by NMCG) 	1,500		
Total in INR (excluding Taxes)				
Applicable Taxes if any				
Total in INR (Including Taxes)				
Total in Words: INR.....				

Note:

- The delivery of pen drives from selected supplier will include documents/media files that NMCG will share to be uploaded before delivery.
- If any Pen drives found corrupt, the firm will be replace the same within 7 days without any extra charges
- Product Warranty: One-year warranty from the date of supply of the product.
- GST as applicable shall be paid extra.
- For the purpose of evaluation, the prices excluding taxes only be considered.
- Rates should be quoted for free delivery at NMCGG office and no transportation or other charges shall be payable.

I/We undertake that the rates so quoted shall be fixed and not varied during the contract period.

Signature of the Authorized Signatory

Name

Designation

Name of the Bidder

DRAFT CONTRACT**Supply of 1500 Branded and Customized 16 GB Pen Drives for NMCG office****I. CONTRACT**

THIS CONTRACT (hereinafter called the "Contract" is made on the ____ day of the month of _____, 2019 between

National Mission for Clean Ganga (NMCG), a society registered under the Societies Registration Act 1860, having its office at 1st Floor, Major Dhyan Chand National Stadium, India Gate, New Delhi-110002 (hereinafter called "Purchaser" or "NMCG" which expression shall, unless excluded by or repugnant to be context be deemed to include its administrators, successors and assigns) of the one part

And

_____ {Name of the Firm} having its office at _____ (hereinafter called the "Supplier" which expression shall, unless excluded by or repugnant to be context be deemed to include its successors, legal assigns, executors or administrators) of the second part.

WHEREAS

- c) the Purchaser had invited bids (vide its Tender no. Co/1/2018 -Communication Wing dated _____ for Supply of 1500 Branded and Customized 16 GB Pen Drives (hereinafter called "the Goods");
- d) the Supplier, having represented to the Purchaser that he has the required experience and resources, has offered to provide in response to the aforesaid tender;
- e) the Purchaser has accepted the proposal of the Supplier and agrees to buy and the Supplier agrees to supply the Goods in conformity with the specifications specified in Appendix A of this Contract and in accordance with the terms and conditions of this Contract.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - a) The General Conditions of Contract;
 - b) The Special Conditions of Contract;
 - c) The following Appendices:
 - Appendix A: Bill of Materials
 - Appendix B: Letter of Award (LoA) issued by the Purchaser
 - Appendix C: Copy of Financial Bid of Supplier
 - Appendix D: Performance Bank Guarantee

2. The mutual rights and obligations of the Purchaser and the Supplier shall be as set forth in the Contract, in particular:
- a) the Supplier shall carry out and complete the supply of Goods in accordance with the provisions of the Contract; and
 - b) the Purchaser shall make payments to the Supplier in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

All other terms and conditions of the tender document, clarifications, corrigendum and addendum if any shall form integral part of this Contract.

For and on behalf of
National Mission for Clean Ganga

For and on behalf of
{Name of the Supplier}

.....
.....

.....
.....

II. General Terms and Conditions

1. GENERAL PROVISIONS

1.1. **Definitions** Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India for the time being.
- (b) "Supplier" means the firm/agency that will supply the Goods to the Purchaser under the Contract.
- (c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, i.e. the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) "Goods" means supply of 1500 Branded and Customized by the Supplier to the Purchaser.
- (e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.
- (f) "GC" means these General Conditions of Contract.
- (g) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (h) "Government" means the Government of India.
- (i) "Party" means the "Purchaser" or the "Supplier", as the case may be, and "Parties" means both of them.
- (j) "Services" means the work to be performed by the Supplier pursuant to this Contract, as described in Appendix A hereto.
- (k) "In writing" means communicated in written form with proof of receipt.

1.2. Law governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India, for time being in force as amended from time to time.

1.3. Subletting:

The Supplier shall not sublet, transfer or assign this contract or any part thereof without the prior written consent/approval of the NMCG. In the event of the Supplier contravening this condition, the contract is liable to be terminated and the Purchaser will be free to get the balance work or services under the contract executed at the risk and cost of the Supplier. The Supplier shall be liable for all the losses, damage which the NMCG may sustain in consequence or arising out the services being provided under the contract.

1.4. Notices:

1.4.1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post/e-

mail to such Party at the address specified in the SC.

- 1.4.2. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

2. Contract Period

The contract will be effective from the date of award of work or signing of this Contract. The Contract is deemed to have started from _____ (hereinafter referred to as "Date of Start/Effective Date"). The Contract is for a period of 12 months. The Purchaser shall have the right to extend the term for subsequent year(s) based on the satisfactory performance of the Supplier and mutually agreed terms and conditions.

3. Contract Price

- (a) The total value of the Goods (1500 Branded and Customized 16 GB Pen Drives) is as per Financial Bid and is Rs. _____ (Rupees _____ only) ("Contract Price").
- (b) The Contract Price shall be paid as per the Financial Bid subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
- (c) Prices charged by the Supplier for the Goods delivered and the related services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.
- (d) Prices will remain valid and firm during the Contract Period.

4. Scope of Contract

The Supplier undertakes to supply to the Purchaser, and the Purchaser undertakes to accept and pay for on the terms and conditions stipulated in this Contract for the Goods (1500 Branded and customized 16 GB Pen Drives) at unit rate as specified in Appendix C.

The estimated annual quantities of the Goods are indicated in Appendix A. This Contract is in the nature of a standing offer for items of quantity of which may or may not be ordered in full. The Purchaser will place work orders during the currency of this RC for meeting requirements of Goods as and when required. The Supplier is bound to supply any quantity at the contracted rate during the currency of this RC as per the provisions of contract.

5. Delivery

- (a) The delivery of the Goods shall be completed within the stipulated time period indicated in work order issued from time to time as and when required.
- (b) The Supplier shall submit the invoice for the items supplied as per work order on every such occasions.
- (c) The Supplier has to deliver the Goods to the Purchasers office without any extra cost irrespective of the quantities involved. There may be 3 to 4 schedules as per the requirement of NMCG. NMCG reserves the right to order quantity at any time. The Supplier shall deliver the required items within 7 days from the date of work order having been placed during the Contract Period or any other timeline as mentioned in the work order.

- (d) The Supplier, if faced with problems in timely delivery, which are beyond their control at any time during the contract, shall immediately inform the Purchaser in writing, about the causes of the delay and tentative duration of such delay etc. The Purchaser, on receipt of such notice, shall analyze the facts at the earliest and may at its sole discretion, extend the delivery/ Contract Period as deemed reasonable.
- (e) Any delay by the Supplier in the supply of Goods will make the Supplier liable to any or all of the following:
 - i. Forfeiture of Performance Bank Guarantee
 - ii. Imposition of Liquidated Damage
 - iii. Termination of the Contract for default

6. Payment Terms

- (a) In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to supply the Goods and remedy any defects therein in all respects and in conformity with the provisions of the Contract.
- (b) The Purchaser hereby covenants to pay the Supplier in consideration of the supply of the Goods and 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 in the Contract.
- (c) 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 required documents submitted pursuant to conditions of the Contract and upon fulfilment of all the obligations stipulated in the Contract.
- (d) Payment will be made to the Supplier within fifteen (15) days on completion of supply and acceptance by the Purchaser for each supplies. GST as applicable shall be paid extra. The Supplier shall submit a pre-receipted bill/invoice along with satisfactory supply reports/delivery challans duly signed by the Purchaser.
- (e) All payments will be made in Indian Rupees only.
- (f) Any penalties/ Liquidated Damages, as applicable, for delay and non-performance, as mentioned in this Contract, will be deducted from the payments for the respective supplies.
- (g) Taxes, if any and as applicable, will be deducted/ paid as per the prevalent rules and regulations.
- (h) Payment in case of those Goods which replacement or removal for defects or rejected shall be made only prescribed specification or alternate Goods have been delivered to the destination as required by the Purchaser.
- (i) That in the event of the Supplier having failed to execute the Contract or any part of the Contract and /or failed to rectify any defect or any obligation within the Contract after issue of notice of 15 days, the Supplier shall be liable for damages and the Purchaser shall have the right to get it done on the risk and expenses of the Supplier.
- (j) All payments under this Contract shall be made to the accounts of the Supplier as specified in SC.

7. Purchaser's Rights

- (a) The Purchaser reserves the right to make changes within the Scope of the Contract at any point of time.
- (b) The Purchaser reserves the right to place work order(s) during any period up to 12 months from the effective date of contract taking into account the same unit price for individual items as mentioned in the Financial Bid. The right of refusal of not getting the work done lies with the Purchaser.
- (c) If the Purchaser does not procure any subject matter of procurement specified in the tender document/ Contract due to change in circumstances, the Supplier shall not be entitled for any claim or compensation.
- (d) Orders for items as per required quantities may be placed on the rates and conditions given in the Contract which will be valid for 12 months from the effective date of Contract.
- (e) As per the requirements, from time to time, the Purchaser shall issue a work order to the Supplier for supply of items. However, the Contract does not guarantee the Supplier to receive any minimum/ committed number of work order(s) from Purchaser.
- (f) The work order shall specify the quantity of items to be supplied along with delivery schedule.
- (g) The Contract for the Supply can be repudiated at any time by the Purchaser, if the supplies are not made to his satisfaction after giving an opportunity to the Supplier of being heard and recording the reasons for repudiation.
- (h) Before accepting the supply of Goods, the Goods will be inspected by the Purchaser. The Supplier has to ensure that the Goods supplied are in conformity with the specifications specified in the contract and the same can be checked during period of the Contract at the cost of the Supplier.

8. Quantity Variation Clause

The quantities mentioned in this contract are indicative only. The required quantities may vary to +/- 25%. However, the approved rate of each item as per Financial Bid and other terms and conditions shall remain unchanged during the period of the Contract. It will be entirely the discretion of the Purchaser to exercise this variation option or not. Additionally, the Purchaser reserves the right to not buy the quantities of some of the items that it does not require as stated in the Financial Bid.

9. Penalty for delayed services/ Liquidated Damages

As time is the essence of the contract, delivery period mentioned in the workorder should be strictly adhered to. If the supplier fails to supply the Goods as per specifications mentioned in the order within the due date, the Supplier is liable to pay liquidated damages of 1% per day of delay of respective work order value subject to a maximum of 10% beyond the due date. Such money will be deducted from any amount due or which may become due to the supplier.

10. Performance Standards

- (a) The Supplier has to supply the Goods to the Purchaser within the timelines mentioned in the tender during the Contract Period or the timelines mentioned in the work order.
- (b) That in the event of the Supplier having failed to execute the Contract or any part of the Contract in accordance with the terms of the Contract or within reasonable time allowed by the Purchaser or shall be failing to perform the Contract or there shall be sub-standard performance on the Contract, the Performance Guarantee shall be forfeited and in that connection the decision of the Purchaser shall be final and binding.
- (c) In case any counterfeit or sub-standard Goods supplied by the Supplier, the Purchaser, at its own discretion, can also get the Goods audited for a random check to discourage the supply of counterfeit Goods supplied by the Supplier. Supply of counterfeit or sub-standard Goods will also attract termination of Contract and other suitable action against the Supplier.

11. Performance Security

The Supplier has furnished Performance Bank Guarantee No. _____ dated _____ amounting to Rs. _____/- (which is 10% of the total estimated value of the contract) and valid for a period of sixty (60) days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Bank Guarantee shall also be extended by the Supplier accordingly.

12. Specifications and Standards

- (a) All items supplied shall strictly conform to the specifications laid down in the tender document/contract and wherever Goods have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those items should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description. The decision of the competent authority of the Purchaser whether the Goods supplied conform to the specifications shall be final and binding on the Supplier.
- (b) The Goods supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

13. Rejection of Goods

- (a) Goods not approved during inspection shall be rejected and will have to be replaced by the Supplier at his own cost within the time fixed by the Purchaser.
- (b) The rejected Goods shall be removed from Purchaser's premises by the Supplier within Ten (10) days of intimation of rejection, after which Purchaser shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such Goods at his discretion, at the Supplier's risk and on his account.

14. Packing

- (a) The Supplier shall provide such packing of the Goods as is required to prevent its damage or deterioration during transit to reach 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.
- (b) The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as is required for such Goods.

15. Transportation

The Supplier shall be responsible for transport by any means viz. sea, rail, road or air and delivery of the material in the good condition to the Purchaser at destination. In the event of any loss, damage or any shortage the Supplier shall be liable to make good such loss and shortage found at the checking/ inspection of the Goods by the Purchaser. No extra cost on such account shall be admissible.

16. Assignment or Transfer of Obligation:

This Contract shall inure to the benefit of each of the parties and their respective successors and neither party shall otherwise assign the benefit or burden of this Contract to any others, without the previous written consent of the other party.

17. Force Majeure

- (a) Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the parties, including, but not limited to, fire, flood, explosion, acts of God or any governmental body, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, strikes, lockouts or other labour disputes, insurrections, civil commotion, war, enemy actions.
- (b) If a Force Majeure arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser, the Supplier shall continue to perform his obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Supplier shall be excused from performance of his obligations in whole or part as long as such causes, circumstances or events shall continue to prevent or delay such performance.

18. Termination

- (a) Termination on expiry of the Contract: The Contract shall be deemed to have been automatically terminated on the expiry of the Contract period unless the Purchaser has exercised its option to extend the Contract in accordance with the provisions, if any, of the Contract.

- (b) Termination on account of Force Majeure: Either party shall have the right to terminate the Contract on account of Force Majeure, as set forth in this contract.
- (c) Termination on account of Insolvency: In the event the Supplier at any time during the term of the Contract becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Purchaser shall, by a notice in writing have the right to terminate the Contract and all the Supplier's rights and privileges hereunder, shall stand terminated forthwith.
- (d) Termination for Default: The Purchaser may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least thirty (30) days sent to the Supplier, terminate the Contract in whole or in part:
- (i) If the Supplier fails to deliver any or all quantities of the Goods within the time period specified in the Contract or any extension thereof granted by Purchaser; or
 - (ii) If the Supplier fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
 - (iii) If the Supplier, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract; or
 - (iv) If the Supplier commits breach of any condition of the contract.
- (e) Termination for Delay: The Supplier shall be required to supply the Goods as per defined schedule in the work order. If the Supplier fails to do so within 20 days, the Contract may be terminated by the Purchaser by giving thirty (30) days written notice unless the Purchaser has extended the period with levy of Liquidated Damages.
- (f) Termination for Convenience
Purchaser, by a written notice of at least thirty (30) days 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.
- (g) Consequences of Termination: The Goods that are delivered at destination within seven (7) days after issue of the notice of termination to the Supplier shall be accepted by the Purchaser at the Contract terms and prices and paid for subject to other terms and conditions of this Contract. In all cases of termination herein set forth, the obligation of the Purchaser to pay shall be limited to the period upto the date of effective termination unless stated otherwise in this Contract. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of the Contract that reasonably require some action or forbearance after such termination.

19. Indemnity

The Supplier shall indemnify, protect and save the Purchaser/NMCG against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from

infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the Goods supplied by him.

Purchaser reserves the right to recover the cost towards any damage/loss caused due to the negligence on the part of the Supplier engaged.

20. Settlement of Disputes

- 20.1. **Amicable Settlement:** Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, Arbitration clause mentioned hereunder shall become applicable.
- 20.2. **Arbitration:** In the case of dispute arising upon or in relation to or about the contract between the Purchaser and the Supplier, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Purchaser and the Supplier, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the Ministry / Department. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.
- 20.3. Arbitration proceedings shall be held in New Delhi, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- 20.4. The decision of a majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the NMCG and the Supplier. However, the expenses incurred by each party about the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

21. Jurisdiction of Courts

Jurisdiction of courts for dispute resolution shall be New Delhi only.

III. SPECIAL CONDITIONS OF CONTRACT

SCC Clause No.	Ref. of GC Clause No.	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.	1.4	<p>Addresses:</p> <p>NMCG: National Mission for Clean Ganga Ministry of Jal Shakti (Department of Water Resources, River Development & Ganga Rejuvenation), 1st Floor, Major Dhyan Chand National Stadium, Near India Gate, New Delhi -110002 Tel: +91-11-23072900/901; Fax: +91-11-23049567</p> <p>Supplier: (Contact Persons name and contact details)</p>
2.	2	Effective date of contract.....
3.	3	The Contract Price is Rs. _____ (Rupees.....) exclusive of all applicable taxes and duties.
4.	9 (j)	<p>Account Details of the Supplier:</p> <p>Name and Address of the Beneficiary:</p> <p>Bank:</p> <p>Branch:</p> <p>Address of the Bank:</p> <p>Account Number:</p> <p>Account Type:</p> <p>RTGS/NEFT/IFSC CODE:</p> <p>MICR NO:</p>

Form of Bank Guarantee for Performance Security

To

National Mission for Clean Ganga
1st Floor, Major Dhyan Chand National Stadium,
India Gate, New Delhi-110002

WHEREAS _____ [*Name and address of the firm*] (hereinafter called the "Supplier") has undertaken, in pursuance of Letter of Award/Contract No. _____ dated _____ to provide the services on terms and conditions set forth in this Contract _____ [*Name of contract and brief description of works*] (hereinafter called the "Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Supplier such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Supplier up to a total of _____ [*amount of Guarantee*] _____ [*in words*], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [*amount of Guarantee*] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Supplier or of the Bank.

"This guarantee shall also be operatable at our..... Branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation."

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rupees _____) and the guarantee shall remain valid till _____. Unless a claim or a demand in writing is made upon us on or before _____ all our liability under this guarantee shall cease.

Notwithstanding anything contained hereinabove:

- A. Our liability under this guarantee shall not exceed Rs. _____ (Rupees _____).
- B. This bank guarantee shall be valid upto _____.
- C. We are liable to pay the guarantee amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before _____.

Signature and Seal of the Guarantor _____

In presence of

Name and Designation

1. _____
(Name, Signature & Occupation)

Name of the Bank

Address

2. _____
(Name & Occupation)

Date