



सीएसआईआर - केंद्रीय विद्युतरसायन अनुसंधान संस्थान  
CSIR - CENTRAL ELECTROCHEMICAL RESEARCH INSTITUTE  
कारैकुडी/KARAIKUDI - 630 006, तमिलनाडु/Tamil Nadu  
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No: FE/GT/1/2011-12

Date: 09.01.2012

## **TENDER NOTICE**

Sealed tenders are invited under Two-bid system (Part-I TECHNICAL BID & Part-II COMMERCIAL BID) from reputed manufacturers and their accredited/sole selling agents for "Supply, Installation, Commissioning and Satisfactory Demonstration and support" of the following items.

SL. NO	DESCRIPTION OF ITEMS	QTY	EMD		
			INR	US\$	EURO
1	VARIABLE PRESSURE FIELD EMISSION SCANNING ELECTRON MICROSCOPE (FESEM) WITH ENERGY DISPERSIVE X-RAY SPECTROMETER (EDS)	1 No	500000/-	9800/-	7700/-

**Tender documents can be downloaded from the CSIR-CECRI Website at free of cost.**

Alternatively, Tender documents can also be obtained from the Office of the Stores & Purchase Officer, CECRI, Karaikudi on payment of Tender fee Rs.300/- by Demand Draft drawn in favour of the Director, CECRI, Karaikudi payable at Karaikudi.

For further details regarding specifications, EMD and Tender documents please scroll down.

Last date for submission of Tenders : **10.02.2012 up to 11.00 AM (IST)**  
Date of opening of Technical Bids : **10.02.2012 at 11.30 AM (IST)**

**STORES & PURCHASE OFFICER**

**TENDER DOCUMENT FOR THE SUPPLY OF VARIABLE PRESSURE  
FIELD EMISSION SCANNING ELECTRON MICROSCOPE (FESEM) WITH  
ENERGY DISPERSIVE X-RAY SPECTROMETER (EDS)**

<b>Last date for submission of tenders</b>	<b>10.02.2012 up to 11.00 AM (IST)</b>
<b>Date of opening of Techno Commercial un-priced bids</b>	<b>10.02.2012 at 11.30 AM (IST) onwards</b>
<b>Address for Communication</b>	<b>The Director, C.S.I.R - C.E.C.RI. KARAIKUDI-630 006 TAMIL NADU, INDIA</b>

**Technical specifications of Variable Pressure Field Emission Scanning Electron  
Microscope (FESEM) with Energy Dispersive X-ray Spectrometer (EDS)**

Requirement of VP-FESEM for High resolution Morphological and compositional analysis of materials suitable for biology and Metallurgy applications.

Sl. No.	Description	Specifications
1	Source	Schottky field emission electron source
2	<b>Resolution</b>	<b>Better than or equal to 1.0 nm at 15 kV</b> <b>Better than or equal to 1.6 nm at 1 kV</b>
3	Acceleration voltage	0.2 - 30 kV, adjustable
4	Magnification	25x to 6,00,000x or more
5	Probe current maximum	More than or equal to 100 nA
6	Specimen stage	Computer controlled / eucentric stage with 5 axes motorized movements. Specimen stage movement equal to or more than X, Y = 50 mm, Z = Up to 25 mm.  Specimen tilt: -5 to 70° or better, Rotation: 360°.
	Specimen size	100 mm diameter x 40 mm height or better
	Specimen exchange	Easy sample introduction through an air lock mechanism
	Multi Specimen holder	For introducing many specimens
7	Detectors	In-lens four quadrants back scattered electron detector. Everhardt Thornley SED for secondary electrons Low kV and low vacuum, high contrast solid state detector BSED detector STEM detector for transmission electron CCD camera with IR illumination for viewing samples.
8	Nano-area analysis	Controlled spot size for high resolution analysis
9	Vacuum system	Fully automated vacuum system having ion pumps, Turbo molecular pump and rotary pumps (preferably oil free)
10	Scanning/Display system	High definition display system with 1280x960 pixels or better for high quality image in real time under graphical user interface

11	Computer	Compatible computer with latest configuration (Windows operating system)
12	Software	Complete software for image analysis like particle size analysis, 3D imaging, super position of images etc.  Image file in JPEG, TIFF and BMP formats
13	Energy dispersive X-ray detector	LN <sub>2</sub> free Peltier cooled EDS detector
	Spectroscopy (EDS) system	Motorized detector movement Resolution: 127 eV or better at MnK $\alpha$ Detection of elements from Be to U Computer with latest configuration and 21" LED monitor Software for Qualitative and Quantitative analysis, phase mapping, point analysis and ID navigation.
14	Chiller	Cooling water circulator if necessary
15	Sputter coater	Carbon and gold coating for non-conducting specimens
16	Standard specimens	Supply of Standards for demonstrating the maximum resolution and magnification capability of FE-SEM and performances of EDS and STEM attachments
17	Expandability	Provision for attaching additional detectors
18	Tools, spares and consumables	Recommended spare kit for 3 years (complete list should be provided) along with one spare electron emitter source and aperture strips.
19	Provision for Battery back up unit	For maintaining the vacuum and electron gun
20	Diagnostic support	Remote diagnostics with internet connectivity with the manufacturer

**Scope of supply:**

- Supply, installation, training and successful conduct of final acceptance tests at C.S.I.R - CECRI, Karaikudi.

**Inspection and Tests:**

- The performance of the equipment should be demonstrated to the Scientists at C.S.I.R - CECRI, Karaikudi using appropriate certified standard samples which must be supplied along with the instrument.

**General conditions:**

- Technical brochures should be submitted along with the offer.
- Technical specifications, make, model, component part numbers and special features of the equipment explaining and confirming the availability of the features of the equipment should be furnished along with the technical bid.
- Supplier should inspect and necessary tests may be conducted in the place of installation at C.S.I.R - CECRI, Karaikudi. To carry out such test and inspection, the supplier shall give a reasonable advance notice.
- After installation of the equipment, if the instrument fails to confirm to the specifications, C.S.I.R – CECRI, Karaikudi may reject the item and the supplier shall either replace the rejected items or make necessary alterations free of cost to meet the specification requirements.
- In the event of the ordered item failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects/short supply and clear the acceptance test, failing which, C.S.I.R – CECRI, Karaikudi reserves the right to get the equipment replaced by the supplier at no extra cost to the purchaser.
- Supplier should maintain spares required for maintenance to reduce downtime.
- Technical compliance statement of equipment being quoted in comparison with the required specifications should be furnished along with the technical bid.
- Prices should include installation and on-site training.
- Details of customers along with phone numbers and e-mail ID's where similar items were supplied during the last three years should be furnished.
- User's certificate from the customers may be furnished during the last two years.
- Free Software up gradation support for three years.

**The acceptance tests at the final destination should include the following:**

- 1) Demonstration of the maximum resolution and magnification capability of the FE-SEM using standard materials, which must be supplied with the instrument.
- 2) Demonstration of the EDS calibration and capability with the standard sample supplied.
- 3) Demonstration of the STEM capability with the standard sample supplied.

**Manuals:**

- Installation and operation manual
- Maintenance manual with trouble shooting procedures
- Service manual with circuit diagrams of subsystems and electronic boards

**Training:**

- Free training of TWO scientists at their manufacturers place for a period of two weeks on operation, maintenance and trouble shooting of FESEM.
- Free training should be imparted to FIVE persons for a period of two weeks on operation, maintenance and trouble shooting including basic and advanced at CECRI, Karaikudi

**Warranty:**

- The warranty of the equipment should be for a period of 36 months from the date of acceptance. During the warranty period free upgrades of the software, if any, should be provided. However the electron gun should be warranted for a period of three years from the date of acceptance.

**Optional:**

- Standards for EDS for other elements.
- Advanced Image analysis (3D) software.
- Cathodoluminescence detector with full hardware and software.
- WDS attachment.

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**Terms & Conditions For The Supply Of Variable Pressure Field  
Emission Scanning Electron Microscope (FESEM) with Energy  
Dispersive X-ray Spectrometer (EDS)**

**INVITATION FOR BIDS**

1. Director, C.S.I.R - CECRI, Karaikudi invites sealed bids in **two parts (Techno commercial Unpriced & priced bid)** from the manufacturers and their specifically authorised distributors, if any, for the item on the title.
2. Interested Bidders may obtain further information from the office of the **Stores & Purchase Officer, C.S.I.R - Central Electrochemical Research Institute, Karaikudi-630006, Tamil Nadu, India.**
3. The bidding documents can be downloaded directly from our website free of cost. The bids must reach this office on or before **10.02.2012** up to **11.00 AM (IST)** and shall be opened on **10.02.2012** -**11.30 AM (IST) onwards.**
4. All bids must be accompanied by a bid security as specified above and must be delivered to the above office at the date and time indicated above. Commercial unpriced bids will be opened in the presence of Bidders' representatives who choose to attend on the specified date and time. In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed time.
5. The Director, C.S.I.R - CECRI reserves the right to accept or reject any or all tenders either in part or in full or to split the order without assigning any reasons therefor.
6. The detailed tender document can also be viewed on our website:  
**<http://www.cecri.res.in>**

## INSTRUCTIONS TO BIDDER

### A. Introduction

#### **1. Eligibility of Bidders**

- 1.1 This Invitation for Bids is open to all manufacturers or their dealers specifically authorised by the manufacturers to quote on their behalf for this tender as per manufacturer's authorization form and Indian agents of foreign principals, if any.
- 1.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.

#### **2. Cost of Bidding**

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

### B. The Bidding Documents

#### **3. Cost of Bidding Documents**

- 3.1 Interested eligible bidders can download the tender documents from our Website <http://www.cecri.res.in> at **free of cost**. The tenders should be submitted along with the **EMD for Rs.5,00,000/- or US\$ 9800-00 or Euro 7700-00** in the form of a **Demand Draft** in favour of the **Director, CECRI or through Bank Guarantee having validity of at least six months**.

#### **4. Content of Bidding Documents**

- 4.1 The goods required, bidding procedures and contract terms are prescribed in this bid document which includes the following:
  - (a) Notice inviting tender
  - (b) Instructions to Bidder;
  - (c) General Conditions of Contract (GCC);
  - (d) Special Conditions of Contract (SCC);
  - (e) Technical Specifications;
  - (f) Performance Security Form;
  - (g) Performance Statement form
  - (h) Service Support details;
  - (i) Bid form;
  - (j) Bid Security Form;
  - (k) Manufacturer's Authorisation Form
  - (l) Qualification requirements;

The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding

documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

#### **4.2 Amendment of Bidding Documents**

- 4.2.1 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 amendment.
- 4.2.2 All prospective bidders who have received the bidding documents will be notified of the amendment in writing or by cable or by fax, or by e mail and will be binding on them.
- 4.2.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

### **C. Preparation of Bids**

#### **5. Language of Bid**

- 5.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid and exchanged by the Bidder and the Purchaser, shall be written in **English language**.

#### **6. Documents Comprising the Bid**

The bid is required to be submitted in two parts. One part is the **techno commercial unpriced bid** and the other part is the **priced bid**.

- 6.1 (A) The techno commercial unpriced bid prepared by the Bidder shall include the following without indicating the price in the bid form:
  - (a) Bid security as specified in the Invitation to Bids.
  - (b) Service support details form;
  - (c) Performance Statement Form;
  - (d) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.
  - (e) Bid form.
- (B) The priced bid shall comprise the techno commercial bid with price indicated in the bid form.

#### **7. Bid Prices**

- 7.1 The Bidder shall indicate the unit prices and total bid prices of the goods it proposes to supply under the order and enclose it with the priced bid.
- 7.2 Prices indicated shall be entered separately in the following manner (For indigenous items):

(i) The price of the goods, quoted (ex-works, ex-factory, ex-showroom, ex-Warehouse, or off- the shelf, as applicable), including all duties and sales and other taxes already paid or payable;

(ii) Any Indian duties, sales and other taxes which will be payable on the goods if this Contract is awarded; the price for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination;

**Note: Where there is no mention of packing, forwarding, freight, insurance charges, taxes etc. such offer shall be rejected as incomplete.**

7.3 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account.

## **8. Bid Currencies**

8.1 Prices shall be quoted in Indian Rupees for offers received for supply within India and in freely convertible foreign currency in case of offers received for supply from foreign countries.

## **9. Documents Establishing Bidder's Eligibility and qualifications**

9.1 Pursuant to ITB 6, the bidder shall furnish, as part of its bid, documents establishing the bidders' eligibility to bid and its qualification to perform the contract if its bid is accepted

9.2 That the bidder meets the qualification criteria listed in bidding documents.

## **10. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents**

10.1 The documentary evidence of the goods and services eligibility shall consist of a statement on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment.

10.2 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of:

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

10.3 For purposes of the commentary to be furnished pursuant to above, the Bidder shall note that standards for workmanship, material and equipment, and references

to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

## **11. Bid Security**

11.1 The Bidder shall furnish, as part of its bid, a bid security for an amount as specified in the Invitation for Bids.

11.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture.

**11.3 A) The bid security shall be in Indian Rupees or US\$ or EURO as mentioned in the tender document. Bid security shall be in form of Demand Draft** issued by any Nationalised / Scheduled Indian bank, in favour of Director, CECRI, payable at Karaikudi **or in the form of Bank Guarantee** issued by a Nationalized / Scheduled bank / Foreign Bank operating in India, having validity of at least 180 days. Bank Guarantee, if issued by foreign banks, should be confirmed by a Nationalised/Scheduled Indian bank at the cost of bidder.

**B) Firms registered with DGS&D and NSIC who are exempted from payment of EMD are allowed exemption from payment of EMD, if the product being quoted is actually manufactured by them and the product is registered with these agencies. Firms registered with these agencies selling products of other companies and not manufacturing the products being quoted by them are not allowed exemption from payment of EMD.** To avail EMD exemption, the firms should submit a legible photocopy of valid Registration Certificate of the products manufactured and registered with DGS&D and NSIC in a separate envelope along with the tenders.

11.4 Any bid not secured in accordance with Clauses 11.1 and 11.3 above will be rejected by the Purchaser as non-responsive.

11.5 Unsuccessful bidder's bid security generally will be discharged/returned not later than 15 days after the expiration of the period of bid validity or placement of order which ever is later.

11.6 The successful Bidder's bid security will be discharged upon the Bidder furnishing the performance security. The Bid security should be kept valid until then.

11.7 The bid security may be forfeited:

(a) If a Bidder withdraws, modifies, revises, deviates, its bid during the period of bid validity specified by the Bidder on the Bid Form; or

(b) In case of a successful Bidder, if the Bidder fails to furnish order acceptance within **21 days** the order and/or fails to furnish Performance Security.

## **12. Period of Validity of Bids**

- 12.1 Bids shall remain valid for a minimum of **120 days** after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.
- 12.2 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 (or by cable, telex, fax or e mail). The bid security provided under Clause 11 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.
- 12.3 Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

## **13. Format and Signing of Bid**

- 13.1. The Bidder shall submit the bids in two separate envelopes. One envelop shall contain Techno commercial unpriced bid and the other shall contain the priced bid.
- 13.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for unamended printed literature, shall be initiated by the person or persons signing the bid.
- 13.3 Any interlineations, erasures or overwriting shall be valid only if the persons or persons signing the bid initial them.
- 13.4 The Bidder shall furnish information on commissions or gratuities, if any paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract as per the bid form.

### **D. Submission of Bids**

## **14. Sealing and Marking of Bids**

- 14.1 The bidder shall seal the techno commercial unpriced bid and the priced bid in two Separate envelopes duly marked as "techno commercial unpriced bid" and "priced bid". Both the envelopes shall then be sealed in one outer envelope.
- 14.2 The inner and outer envelopes shall:
- (a) Be addressed to the Purchaser at the following address:  
**The Stores & Purchase Officer  
C.S.I.R - Central Electrochemical Research Institute  
KARAIKUDI – 630 006.Tamil Nadu, India**
  - (b) Bear the Tender No., due date and a superscribed "Do not open before **11.30 AM (IST) on 10.02.2012.**
- 14.3 If the outer envelope is not sealed and marked as required Clause 14.2, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.
- 14.4 Telex, Cable, Fax or e-mail bids will be rejected.

**15. Deadline for Submission of Bids**

- 15.1 Bids must be received by the Purchaser at the address specified under Clause 14.2 not later than the time and date specified in the Invitation for Bids. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day.
- 15.2 The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance with Clause 4, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

**16. Late Bids**

- 16.1 **Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, pursuant to Clause 15, will be rejected and / or returned to the Bidder.**

**17. Modification and Withdrawal of Bids (Prior to deadline only)**

- 17.1 The Bidder may modify or withdraw its bid after the bid's submission; provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.
- 17.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 14. A withdrawal notice may also be sent by telex or cable or fax or e mail but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.
- 17.3 No bid may be modified subsequent to the deadline for submission of bids.
- 17.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the bid form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to Clause 11.7.

**E. Opening and Evaluation of Bids**

**18. Opening of Bids by the Purchaser**

- 18.1 The Purchaser will open all techno commercial unpriced bids, in the presence of Bidders' representatives who choose to attend, as per the schedule given in invitation to bids. The Bidders' representatives who are present shall sign the quotation opening sheet evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time and location on the next working day.
- 18.2 The bidders' names, bid modifications or withdrawals, specifications, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bid.

18.3 Bids (and modifications sent pursuant to Clause 17.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

## **19. Clarification of Bids**

19.1 During evaluation of bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. However, no negotiation shall be held except with the lowest bidder.

## **20. Preliminary Examination**

20.1 The Purchaser will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids from suppliers, without proper Authorization from the manufacturers and from Indian agents without DGS&D Registration Certificate in case the items fall under the restricted list of the current EXIM policy shall be treated as non-responsive and rejected.

20.2 Arithmetical errors in the priced bids will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the supplier does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between the price quoted in words and figures, whichever is the higher of the two shall be taken as the bid price.

20.3 The Purchaser may waive any minor informality, non-conformity, or irregularity in a bid, which does not constitute a material deviation, provided such a waiver, does not prejudice or affect the relative ranking of any Bidder.

20.4 Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Bid Security/ Performance Security, Warranty, Force Majeure, Applicable law and Taxes & Duties, etc., will be deemed to be a material deviation.

20.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

## **21 Evaluation & comparison of bids**

For the bids surviving the technical evaluation which have been found to be responsive the evaluation & comparison shall be made as under.

21.1 The final landing cost of purchase after all discounts, freight, forwarding, insurance, taxes etc. shall be the basis of evaluation.

## **22. Contacting the Purchaser**

22.1 Subject to Clause 19, 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 do so in writing.

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

### **23. Post qualification**

- 23.1 In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 9.
- 23.2 The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 9, as well as such other information as the Purchaser deems necessary and appropriate.
- 23.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.

### **24. Award Criteria**

- 24.1 Subject to ITB Clause 27, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

### **25. Purchaser's right to vary Quantities at the Time of Award**

- 25.1 The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

### **26. Purchaser's right to accept Any Bid and to reject any or All Bids**

- 26.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.

### **27. Notification of Award**

- 27.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable or telex or fax or e-mail that the bid has been accepted by way of a Purchase Order.
- 27.2 Upon the successful Bidder's furnishing of performance security pursuant to Clause 29, the Purchaser will generally notify each unsuccessful Bidder and will discharge its bid security, pursuant to Clause 11.

**28. Performance Security**

- 28.1 Within 21 days of the receipt of notification of award/purchase order from the Purchaser, the successful Bidder shall furnish the performance security, in the Performance Security Form provided in the bidding documents.
- 28.2 Failure of the successful bidder to accept the order shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security and call for new bids.

**29. Order Acceptance**

The successful bidder should submit Order acceptance of the Purchase Order within 21 days from the date of issue, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited pursuant to clause 11. 7 of ITB.

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**GENERAL CONDITIONS OF CONTRACT**

**1. Definitions**

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
  - a. "The Order" means the Purchase Order placed by the Purchaser including all the attachments and appendices thereto and all documents incorporated by reference therein and all amendments of the purchase order.
  - b. "The Contract Price" means the price payable to the Supplier under the Order for the full and proper performance of its contractual obligations;
  - c. "The Goods" means all the equipment, machinery, and/or other materials, which the Supplier is required to supply to the Purchaser under the Contract;
  - d. "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;
  - e. "GCC" mean the General Conditions of Contract contained in this section.
  - f. "SCC" means the Special Conditions of Contract.
  - g. "The Purchaser" as specified in Special Conditions of Contract.
  - h. "The Purchaser's country" is "India".
  - i. "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
  - j. "Day" means calendar day.

## **2. Application**

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

## **3. Standards**

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

## **4. Use of Contract Documents and Information**

- 4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.
- 4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.
- 4.3 Any document, other than the Contract itself, enumerated in GCC Clause 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

## **5. Patent Rights**

- 5.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

## **6. Submission of the bids.**

- 6.1 All bids complete in every respect must reach this office within the last date and time of receipt of bid. No extension shall be allowed for any reason what so ever. Late tenders, Tenders received without Bid security/Earnest Money, cost of bidding documents, if applicable etc. shall be rejected.
- 6.2 Tender documents are available for sale at the office specified in Invitation for bids. Interested bidders may purchase the tender documents on payment of the cost there of or download directly from our website, as indicated in invitation for bids. The Purchaser is not liable for either non-receipt of the tender document or for late receipt of the tender documents.

## **7. Performance Security**

- 7.1 Within 21 days of receipt of the notification of contract award/purchase order, the Supplier shall furnish performance security in the amount specified in SCC.
- 7.2 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.
- 7.3 The Performance Security shall be in the form of Demand Draft or through Bank Guarantee in favour of the purchaser.
- 7.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in SCC.
- 7.5 In the event of any contract amendment, the supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.

## **8. Inspections and Tests**

- 8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests if any, the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.
- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at the point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.
- 8.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 8.4 The Purchaser's right to inspect test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.
- 8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

## **9. Packing**

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

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

## **10. Delivery and Documents**

- 10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the order within the period as indicated in the SCC. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

## **11. Insurance**

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

## **12. Transportation**

- 12.1 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.

## **13. Incidental Services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, specified in SCC, if any:
- a) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods;
  - b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
  - c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
  - d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
  - e) Training if any, of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.

## **14. Spare Parts**

- 14.1 As specified in the SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
- a) Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
  - b) In the event of termination of production of the spare parts:
  - c) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
  - d) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

## **15. Warranty**

- 15.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination. The warranty should be comprehensive on site, repair/replacement.
- 15.2 This warranty shall remain valid for 12 months or *as per the period mentioned in the specifications*, whichever is higher, 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 Contract, unless specified otherwise in the SCC.
- 15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- Upon receipt of such notice, the Supplier shall immediately arrange for a standby item and within 03 days repair or replace the defective goods or parts thereof free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods thereafter.
  - The period for correction of defects in the warranty period is 03 days.
  - If the supplier having been notified fails to remedy the defects within 03 days, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expenses and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.

## **16. Payment**

- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as specified in the SCC.

- 16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to GCC Clause 10, and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the Purchaser but in no case later than sixty (60) days after acceptance of item and submission of the invoice or claim by the Supplier.
- 16.4 Payment shall be made in currency as indicated in the order.

## **17. Prices**

- 17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.

## **18. Change Orders**

- 18.1 The Purchaser may at any time, by written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:
- (a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
  - (b) The method of shipping or packing;
  - (c) The place of delivery; and/or
  - (d) The Services to be provided by the Supplier.
  - (e) The delivery schedule.
- 18.2 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 delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within fifteen (15) days from the date of the Supplier's receipt of the Purchaser's change order.

## **19. Contract Amendments**

- 19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment.

## **20. Assignment**

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

## **21. Subcontracts**

- 21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.
- 21.2 Sub-contract shall be only for bought-out items and sub-assemblies.

## **22. Delays in the Supplier's Performance**

- 22.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser.
- 22.2 If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s).
- 22.3 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 with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 22.4 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalty clause.

## **23. Penalty clause**

- 23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the Percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.

## **24. Termination for Default**

- 24.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:
  - a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the order, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or
  - b) If the Supplier fails to perform any other obligation(s) under the Contract.
  - c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

## **25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22, 23, 24 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.

25.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

## **26. Termination for Insolvency**

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

## **27. Resolution of Disputes**

27.1 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.

27.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC. These mechanisms may include, but are not limited to, conciliation mediated by a third party, adjudication in an agreed National or international forum and national or international arbitration.

## **28. Governing Language**

28.1 The contract shall be written in **English language**. Subject to GCC Clause 30, **English language** version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.

## **29. Applicable Law**

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

## **30. Notices**

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

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

## **31. Taxes and Duties**

31.1 Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser. However, Sales tax in respect of the transaction between the Purchaser and the Supplier shall be payable extra, if so stipulated in the order.

31.2 In addition to the above terms, all terms of supply of CSIR existing and issued from time to time is applicable to this tender without prejudice to other terms.

31.3 Being the purchases for scientific purpose, the customs/Excise duty exemptions are applicable

## **32. Disqualification of Tenders**

32.1 Tenders are liable for rejection if they do not in line with the terms and conditions of this tender notice.

32.2 Conditional quotations will not be considered.

## **33. Details of Equipments supplied to CSIR Labs/Institutes:**

**The tenderers who have supplied identical or similar equipment to other CSIR Labs/Institutions have to furnish the details of such supplies for the preceding three years along with the prices eventually or finally paid positively.**

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## **SPECIAL CONDITIONS OF CONTRACT**

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

**1. Definitions (GCC Clause 1)**

(a) The Purchaser is **The Director, CECRI**.

**2. Performance Security (GCC Clause 7)**

Substitute clause 7.1 of the GCC by the following:

2.1 Within 21 days after the Supplier's receipt of order, the Supplier shall furnish Performance Security to the Purchaser for an amount of 10% of the contract value, valid up to 60 days after the date of completion of performance obligations including warranty obligations.

**3. Inspection and tests**

Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

3.1 After the goods are manufactured and assembled, inspection and testing of the goods shall be carried out at the supplier's plant by the supplier, prior to shipment to check whether the goods are in conformity with the technical specifications attached to the purchase order. Manufacturer's test certificate with data sheet shall be issued to this effect and submitted along with the delivery documents.

The purchaser if so desires shall be present at the supplier's premises during such inspection and testing. The location where the inspection is required to be conducted should be clearly indicated. The supplier shall inform the purchaser about the site preparation, if any, needed for installation of the goods at the purchaser's site at the time of submission of order acceptance.

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

3.3. In the event of the ordered item failing to pass the acceptance test, a period not exceeding one week will be given to rectify the defects and clear the acceptance

test, failing which the Purchaser reserve the right to get the equipment replaced by the Supplier at no extra cost to the Purchaser.

- 3.4 Successful conduct and conclusion of the acceptance test for the installed goods and equipments shall also be the responsibility and at the cost of the Supplier.
- 3.5 Manuals and drawings before the goods and equipments are taken over by the Purchaser; the Supplier shall supply operation and maintenance manuals together with drawings of the goods and equipments built. These shall be in such details as will enable the Purchaser to operate, maintain, adjust and repair all parts of the works as stated in the specifications.
- 3.6 The Manuals and Drawings shall be in the ruling language (English) in such form and numbers as stated in the contract.
- 3.7 Unless and otherwise agreed, the goods equipment shall not be considered to be completed for the purposes of taking over until such manuals and drawing have been supplied to the Purchaser.

#### **4. Packing (GCC Clause 9)**

Add as Clause 9.3 of the GCC of the following:

Packing Instructions: Each package will be marked on three sides with proper paint/indelible ink, the following:

- i) Item
- ii) Contract No.
- iii) Country of Origin of Goods
- iv) Supplier's Name and
- v) Packing list reference number.

#### **5. Delivery and Documents (GCC Clause 10)**

Generally the delivery of the goods should be made within 08 weeks from the date of placement of purchase order. Within 24 hours of shipment, the supplier shall notify the purchaser and the insurance company by cable/telex/fax/e-mail the full details of the shipment including contract number, railway receipt number/ AWB etc and date, description of goods, quantity, name of the consignee, invoice etc. The Supplier shall mail the following documents to the purchaser with a copy to the insurance company:

- (i) 4 Copies of the Supplier invoice showing contract number, goods' description, quantity, unit price, total amount;
- (ii) Acknowledgment of receipt of goods from the consignee(s) by the transporters;
- (ii) Insurance Certificate, if any.
- (iii) Manufacturer's/Supplier's warranty certificate;

- (iv) Inspection Certificate issued by the nominated inspection agency, if any, and the Supplier's factory inspection report; and
- (v) Certificate of Origin.
- (vi) Two copies of the packing list identifying the contents of each package.

The above documents should be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

#### **6. Insurance (GCC Clause 11)**

For delivery of goods at the purchaser's premises, the insurance shall be obtained by the Supplier to an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destinations) on "All Risks" basis including War Risks and Strikes. The insurance shall be valid for a period of not less than 3 months after installation and commissioning. However, in case of orders placed on FOB basis, the purchaser shall arrange Insurance.

#### **7. Incidental services (GCC clause 13)**

The incidental services to be provided are as under:

- Furnishing of 01 set of detailed operations & maintenance manual along with circuit Diagrams.

#### **8. Spare Parts (GCC Clause 14)**

##### **Add as Clause 14.2 to the GCC the following:**

Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but in any case within six months of placement of order.

#### **9. Warranty (GCC Clause 15)**

In partial modification of the provisions, the warranty period shall be 12 months *or as per the period mentioned in the specifications* whichever is higher, from date of acceptance of Goods. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests. The warranty should be comprehensive on site repair/replacement.

## 10. Payment (GCC Clause 16)

- (a) Payment shall be made by the Purchaser to the extent of **90%** against inspection and delivery at C.S.I.R - CECRI, Karaikudi, in good condition and the balance **10%** will be paid after completion of installation, commissioning and acceptance of the system/equipment to the entire satisfaction of the Purchaser and on production of unconditional performance bank guarantee as specified in Clause 2.1 of SCC.
- (b) For imported items, in order to open **100%** L.C, the supplier shall furnish an unconditional Performance Bank Guarantee valid till **60 days** after the warranty period. **The Performance Bank Guarantee to be submitted from a Scheduled Bank of India or any International Bank duly endorsed by a Nationalised Bank in India for 10% of the order value along with order acknowledgement, to open L.C for 100%.**
- (c) Agency commission, if any shall be paid after satisfactory installation & commissioning of the goods at the destination at the exchange rate prevailing on the date of negotiation of LC documents, subject to DGS&D registration for restricted items.

## 11. Penalty Clause (GCC Clause 23)

### 11.1 For delays:

GCC Clause 23.1 --The applicable rate is 1% per week and the maximum deduction is 10% of the contract price, after which the contract is liable for termination at supplier's cost, in case of additional expenditure in procurement.

## 12. Resolution of Disputes (Clause 28)

Add as GCC Clause 28.3 the following:

The dispute resolution mechanism to be applied pursuant to GCC Clause 28 shall be as follows:

(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director General, Council of Scientific & Industrial Research and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

(b) In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled

in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

(c) The venue of the arbitration shall be the place from where the order is issued.

**13. Applicable law (GCC clause 30)**

13.1 The place of jurisdiction would be Sivaganga District

**14. Notices**

For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.

Purchaser: The Director  
C.S.I.R - Cental Electrochemical Research Institute  
Karaikudi – 630 006,  
India

Supplier: (To be filled in by the supplier)

.....  
.....  
.....  
.....

**15. Progress of supply**

Supplier shall regularly intimate progress of supply, in writing, to the Purchaser as under\*:

- Quantity offered for inspection and date;
- Quantity accepted/rejected by inspecting agency and date;
- Quantity despatched/delivered to consignees and date;
- Quantity where incidental services have been satisfactorily completed with date;
- Quantity where rectification/repair/replacement effected/completed on receipt of any communication from consignee/Purchaser with date;
- Date of completion of entire Contract including incidental services, if any; and
- Date of receipt of entire payments under the Contract.

(In case of stage-wise inspection, details required may also be specified).

**16. Right to use defective goods**

16.1 If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such goods until

rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.

**17. Supplier Integrity**

The Supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.

**18. Training**

The Supplier is required to train the designated Purchaser's technical and end user personnel to enable them to effectively operate the total equipment wherever indicated/necessary.

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**BID SECURITY FORM**

Whereas ..... (hereinafter called "the Bidder") has submitted its bid dated..... (Date of submission of bid) for the supply of..... (Name and/or description of the goods) (Hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE ..... (Name of bank) of ..... (Name of country), having our registered office at ..... (Address of bank) (Hereinafter called "the Bank"), are bound unto ..... (Name of Purchaser) (Hereinafter called "the Purchaser") in the sum of \_\_\_\_\_ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_ 2012.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
  - (a) Fails or refuses to execute the Contract Form if required; or
  - (b) Fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including sixty (60) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date. ....

(Signature of the Bank)

Name of Bidder

**PERFORMANCE SECURITY FORM**

To: (Name of Purchaser)

WHEREAS ..... (Name of Supplier)

Hereinafter called "the Supplier" has undertaken, in pursuance of Contract no.....

Dated,..... 2011 to supply.....(Description of Goods and Services) 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 the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the .....day of.....2012.....

Signature and Seal of Guarantors

.....  
.....  
.....

Date.....2012...

Address:.....

.....  
.....

## PERFORMANCE STATEMENT FORM

(For A Period Of Last 3 Years)

Name of the Firm.....

Order placed by (full address of purchaser)	Order No. and date	Description and quantity of ordered equipment	Price	Date of completion of delivery as per Contract/Actual	Remarks indicating reasons for late delivery, if any	Has the equipment been installed satisfactory? (Attach a certificate from the purchaser/Consignee)	Contact Person alongwith Tel. NO., Fax No. & e-mail address

Signature  
Rubber stamp

Place :

Date :

**MANUFACTURERS' AUTHORIZATION FORM**

No. \_\_\_\_\_

Dated \_\_\_\_\_

**The Director,**  
C.S.I.R - Central Electrochemical Research Institute,  
Karaikudi – 630 006  
Tamil Nadu,  
India

Dear Sir:

We \_\_\_\_\_ who are established and reputable manufacturers of \_\_\_\_\_ having factories at \_\_\_\_\_ (*address of factory*) do hereby authorize M/s \_\_\_\_\_ (*Name and address of Agent*) to submit a bid, negotiate and receive the order from you against your tender enquiry.

No company or firm or individual other than M/s \_\_\_\_\_ is authorized to bid, and conclude the contract in regard to this business.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract and Clause of the Special Conditions of Contract for the goods and services offered by the above firm.

Yours faithfully,

(Name)

(Name of manufacturers)

**Note:** This letter of authority should be on the **Letterhead of the manufacturer** and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its techno-commercial unpriced bid.

**SERVICE SUPPORT DETAILS FORM**

Sl. No.	Nature of training imparted	List of similar type equipments serviced in the past 3 years	Local Address, Telephone Nos. Fax Nos and e mail address of the firm located at Chennai or adjoining areas	Value of minimum stock of consumable spares held at all Times.

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

Place:  
Date:

**BID FORM**

**[Price details should be indicated only in Price Bid]**

To

Name and address of purchaser

Sir,

Having examined the bidding document the receipt of which is hereby duly acknowledged, we the undersigned offer to supply and deliver \_\_\_\_\_(Description of Goods) in conformity with the said bidding documents for a sum of \_\_\_\_\_(total bid price in words & figures) or such other sums as may be ascertained from the bid.

We undertake that if our bid is accepted to deliver the goods in accordance with the delivery schedule specified.

If our bid is accepted we will obtain the guarantee of the bank in a sum equivalent to \_\_\_\_\_ percent of the contract price for the due performance of the contract, in the form Prescribed by the purchaser.

We agree to abide by this bid for a period of \_\_\_\_\_(number) of days after the date fixed for bid opening under the clause No. of the instructions to the bidders and it shall remain binding upon us and may be accepted at any time before the expiration 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.

Commissioning and gratuities, if any, paid or to be paid by us to the agents relating to this bid, and to contract executions if we are awarded the contract, are listed below:

Name and address Commission of agent	Amount in Rupees	Purpose of

(if none, state "none")

We understand that you are not bound to accept the lowest or any bid you may receive. Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2012. Signature \_\_\_\_\_ In the capacity of \_\_\_\_\_ Duly authorized to sign the bid for and on behalf of \_\_\_\_\_.

## **QUALIFICATION REQUIREMENTS/CRITERIA (Refer to ITB 9)**

- i) The Bidder should be a manufacturer or their dealer specifically authorised by the manufacturer to quote on their behalf for this tender as per Manufacturer Authorisation Form and Indian agents of foreign principals, if any. Who must have designed, manufactured, tested and supplied the equipment(s) similar to the type specified in the "Technical Specification". Such equipments must be of the most recent series/models incorporating the latest improvements in design. The models should be in successful operation for at least one year as on date of Bid Opening.
- ii) Details of Service Centres located in Chennai or adjoining areas and information on Service support facilities that would be provided after the warranty period (In the Service Support Form).
- iii) That, in the case of a Bidder not doing business in India, the Bidder is/or will be (if Successful) represented by an Agent in India located at Chennai or adjoining areas who shall be equipped and able to carry out the Supplier's maintenance, repairs and Spare parts, stocking obligations prescribed by the conditions of the contract.
- iv) That adequate and specialized expertise is already available or will be made available following the execution of the contract in the Purchaser's country, to ensure that the support services are responsive and adequate.
- v) That the Bidder will assume total responsibility for the fault-free operation of equipment, application software, if any, and maintenance during the warranty period and provide necessary maintenance services for five years after end of warranty period if required.
- vi) The Indian Agents of foreign manufacturers/ suppliers quoting directly on behalf of their principals for items appearing in the restricted list of the current EXIM policy are registered with DGS&D.
- vii) To maintain sanctity of tendering system one Indian agent cannot represent two different foreign principals in one tender.
- viii) Bidders who meet the criteria given above are subject to be disqualified, if they have made untrue or false representation in the forms, statements and attachments submitted in proof of the qualification requirements or have a record of poor performance, not properly completing the contract, inordinate delays in completion or financial failure, etc.

**STORES & PURCHASE OFFICER**

