सीएसआईआर-केन्द्रीय खनन एवं ईंधन अनुसंधान संस्थान (सिंफर)
R-CENTRAL INSTITUTE OF MINING & FUEL RESEARCH (CIMFR)
बरवा रोड, धनबाद & 826015 झारखंड भारत
Barwa Road, Dhanbad – 826 015 (Jharkhand), India
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क्रय निविदा सं0/ PUR NIT NO-9/SPO/2017-18 दिनांक/ Date: 12.12. 2017

वैश्विक निविदा/Global Tender

बोलीपूर्व सम्मेलन तदोपरांत निविदा हेतु आमंत्रण/Invitation for Tender

निदेशक, सीएसआईआर-सिंफर,धनबाद नीचे वर्णित सामग्री हेतु मूल उपकरण विनिर्मातों,उनके वितरक और विदेशी स्वामियो के अधीन प्राधिकृत,भारतीय एजेंटों (यदि हो),को निम्नलिखित मद हेतु बोलीपूर्व सम्मलेन तदोपरांत द्वि-पद्दती के आधार निविदा जमा करने हेतु आमंत्रित करते हैं/ Director, CSIR-CIMFR, Dhanbad invites original equipment manufacturers, their authorized distributors and Indian agents of foreign principals if any, for participating in pre-bid conference and later submitting their quotations in two bids system-

क्रम/ S.N	मद का नाम/Name of the item पत्रवाली संख्या/File No. CIMFR/PUR-14(13)2017	मात्रा/ quantity	ईएमडी EMD in INR	बोलीपूर्व सम्मलेन का स्थान, दिनांक व समय /Venue, Date & time Pre-Bid Conference
1.	सर्वो हाईड्रोलिक लोड फ्रेम विद डिजिटल कोंटरोल्स फॉर रॉक टेस्टिंग/Servo Hydraulic Load Frame with Digital Controls for Rock testing	1	रु0 सत्रह लाख पचास हज़ार मात्र/ Rs. 17,50,000/-	सीएसआईआर-सिंफर,बरवा रोड परिसर/CSIR-CIMFR, Campus,**--02.01.2018/ 11:00 a.m.(IST)**

कृपया ध्यान दें/*Please note-*

1-बोलीपूर्व सम्मेलन व बोली जमा करने का स्थल: सीएसआईआर -केन्द्रीय खनन एवं ईंधन अनुसंधान संस्थान, बरवा रोड, धनबाद झारखंड,भारत में होगा/ CSIR-CIMFR, Barwa Road, Dhanbad (Jharkhand) India will the venue of PBC and bid submission/opening.

2-निविदा जमा करने की तिथि व समय/Date & time for bid submission: **31.01.2018/ 1:00 p.m. (IST)**

3-तकनीकी निविदा खोले जाने की तिथि व समय/Date & time for opening of techno-commercial bids: **31.01.2018/ 3:00 p.m. (IST)**

4-बोलीपूर्व सम्मेलन के उपरांत पुनरीक्षित निविदा प्रपत्र हमारी वैबसाइट पर पुनः डाला जाएगा / ***For the PBC NIT details kindly visit to our website-*** *www.cimfr.nic.in* ***After PBC revised NIT will be hosted on our website.***

2. इच्छुक बोलीदाता उपरोक्त विषय में विस्तृत जानकारी भंडार एवं क्रय अधिकारी, सीएसआईआर-सिंफर, धनबाद, झारखंड, भारत से प्राप्त कर सकते हैं/Interested Bidders may obtain further information from the office of the Stores & Purchase Officer, CSIR-CIMFR , Dhanbad, Jharkhand, INDIA.

3. इच्छुक बोलीदाता निविदाशुल्क जमा करके निविदा प्रपत्र प्राप्त कर सकते हैं। निविदाशुल्क रु0 300.00 का डिमांड ड्राफ्ट निदेशक, सीआईएमएफआर, धनबाद के नाम किसी राष्ट्रीकृत बैंक से बनवाकर एक लिखित आवेदन के साथ कार्यालय में जमा कराया जा सकता है। निविदाशुल्क गैरवापसी व गैरहस्तांतरित है। निविदा जमा करने की अंतिम तिथि से तीन कार्य दिवस पूर्व तक निविदापत्र व्यक्तिगत अथवा डाक द्वारा इस कार्यालय से क्रय किए जा सकते हैं। कार्य दिवस की अवधि 9:00 बजे प्रात:काल से 5:30 बजे सायंकाल तक है। अथवा निविदापत्र हमारी वेबसाइट www.cimfr.nic.in से सीधे नि:शुल्क भी डाउनलोड किये जा सकते हैं/ Interested bidder can obtain tender documents by depositing tender fee. The tender fee of Rs. 300/- in form of a demand draft drawn in favour of The Director, CIMFR, Dhanbad from any of the nationalized bank can be submitted with a written application in this office. Tender fee is non-refundable and non-transferable. Tender forms can be purchased from this office on all working days up to three days prior to the last date of submission of the tender documents, either in person or by post. The working hours are from 9:00 a.m. to 5:30 p.m. Alternatively the bidding documents can also be downloaded directly from our website www.cimfr.nic.in *free of cost.*

4. वे बोलीदाता, जो अपने मूल विनिर्माताओं के बदले बोली जमा करतें हैं, उन्हें अनिवार्य रूप से इस निविदा हेतु प्राधिकृत होने से संबन्धित वांछित प्रमाण प्रस्तुत करना होगा अन्यथा उनकी बोली निरस्त की जा सकती है /Bidders who are submitting their bids on behalf of their principal should submit proper authorization certificate indicating them to bid for this tender, failing to which the bid will rejected.

5. निविदाप्रपत्र, जमा करने की अंतिम तिथि व समय के भीतर इस कार्यालय में पहुचने चाहिए।संस्थान विलंब/देरी से प्राप्त निविदापत्रों के प्रति उत्तरदाई नहीं होगा। विलंब/देरी से प्राप्त निविदापत्रों को स्वीकार नहीं किया जाएगा/ The bids must reach to this office on or before the last date & time for submission of tender. Institute will not be responsible for late/delayed. Late/Delayed tenders will not be accepted.

6. यदि बोलीदाता एक से अधिक मदों के लिए अपनी निविदा जमा करना चाहता है तो उसे हर मद के लिए अलग से निविदापत्र जमा करना होगा जिनपर स्पष्ट तौर से मिसिल संख्या व मद संबंधी विवरण अंकित होना चाहिए। निविदाप्रपत्र फ़र्म के लेटरहैड पर स्पष्ट तौर से टंकित/कम्प्युटर टंकित होना चाहिए/ In case if the bidder is interested in submitting his bid for more than one item, than he should submit all the bids separately clearly indicating the file reference number & particulars of item. Bid should be neatly typed/ computerized on the letterhead of the firm. If any cutting is there, it should be duly certified.

7. सभी निविदाएँ उपरोक्त निर्दिष्ट बोली प्रतिभूति (ईएमडी) के साथ निर्धारित समय व तिथि के भीतर इस कार्यालय में जमा करा दी जानी चाहिए। नियत समय व तिथि पर निविदाएँ खोली जाएंगी। बोलीदाता अथवा उनके वाजिब प्रतिनिधि यदि चाहें, तो निविदा खुलने के समय व तिथि पर मौजूद रह सकते हैं। किसी कारणवश, यदि निविदा जमा करने या खुलने की तिथि पर अवकाश अथवा कार्यालय बंद रहता है, तो निविदाएँ जमा व खोलने का समय अगले कार्य दिवस में उसी नियत समय होगा। All bids must be accompanied by a bid security(EMD) as specified above and must be delivered to the above office at the date and time indicated above. 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.

8. जैसा कि ऊपर विनिर्देशित किया गया है, सभी बोलियों के साथ बोली प्रतिभूति संलग्न की जानी चाहिए और उन्हें उपर्युक्त तारीख को उपर्युक्त समय पर उपर्युक्त कार्यालय को सौपा जाना चाहिए।बोलियाँ बोलीदाताओं के सामने खोली जाएगी, जो विनिर्देशित तारीख को विनिर्देशित समय पर उपस्थित होंगें। यदि बोलियाँ प्राप्त करने और बोलियाँ खोलने की विनिर्देशित तारीख को खरीदार के कार्यालय में कोई अवकाश का दिन होगा, तो बोलियाँ प्रस्तुत करने और बोलियाँ खोलनें की नियत तारीख, निर्धारित समय पर अगला कार्यदिवस होगी/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. Bids will be opened in the presence of bidders' representative s 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 the bids and opening of the bids will be the following working day at the appointed time.

9. बोलीदाता यह भली-भाति सुनिश्चित कर लें, कि उनके द्वारा जमा किया गया निविदाप्रत्र इस कार्यालय द्वारा की गई चाही गई अहर्ताओं व मांगी गई समस्त जानकारियों को निर्धारित प्रपत्रों पूरा भरने के उपरांत जमा किया गया है। यदि जरूरी हो तो जानकारियों के लिए अतिरिक्त शीट का प्रयोग किया जा सकता है। सक्षम व्यक्ति द्वारा सम्पूर्ण निविदाप्रपत्र मुहर अंकित व हस्ताक्षरित किया चाहिए। Bidders are required to ensure that the tender documents submitted by them fulfil the requisite qualifications and required information given in the prescribed formats. Additional sheets may be used, if required. The complete tender documents should be signed and stamped by the authorized signatory of the bidder.

10. सीएसआईआर-सिंफर के मांगे जाने पर बोलीदाताओं को अपनी निविदा में संलग्न किये किसी प्रपत्र/प्रमाणपत्र को मूल रूप में सत्यापन हेतु प्रस्तुत करना होगा, विसंगति होने पर संबन्धित खरीद

प्रक्रिया के किसी भी स्तर से निष्काषित किया जा सकता है /On demand by CSIR-CIMFR, the bidder will have to produce the original document/certificate submitted with the quotation for the purpose of verification, mis-match can lead into rejection at any level of the concerned procurement process.

11. बोलीदाताओं को इस संस्थान में होने वाली खरीद प्रक्रिया में सीएसआईआर के क्रय नियमों का पूर्णतया पारदर्शिता व ईमानदारी से पालन करना होगा, अवहेलना करने पर संबन्धित खरीद प्रक्रिया के किसी भी स्तर से निष्काषित किया जा सकता है/ Bidders should follow CSIR Purchase rules with complete transparency and honesty, violation can lead into rejection at any level of the concerned procurement process.

12. दिनांक **0**2.**0**1.201**8,** 11:00 बजे से इस संस्थान में बोलीपूर्व सम्मेलन का आयोजन किया जाएगा ।मौके पर उपस्थित बोलीदाताओं से विचार-विमर्श करने के बाद संस्थान द्वारा अपनी ज़रूरत के आधार पर स्पेसिफिकेशन्स को अंतिम रूप दिया जाएगा, तदनुसार संस्थान की वैबसाइट पर पुनरीक्षित निविदा प्रदर्शित की जाएगी। सभी इच्छुक बोलीदाताओं से अनुरोध है, कि उसी के अनुसार अपनी बोली जमा करें/Pre-Bid Conference will be organized in this Institute on 02.01.2018 at 11:00 a.m. onwards. After interaction with the bidders present there, Institute will finalize the specifications suiting to its requirements, accordingly a revised NIT will be hosted on the Institute's website. All interested bidders are requested to submit their bids in accordance to the revised NIT.

13. इस क्रय प्रक्रिया हेतु सीएसआईआर-सिंफर द्वारा एक सत्यनिष्ठा अनुबंध (आईपी) अपनाया गया है। कृपया ध्यान दें, कि केवल वही बोलीदाता/विक्रेता बोली में भाग ले पाएंगे जो सीएसआईआर-सिंफर के इस सत्यनिष्ठा अनुबंध को स्वीकार करेंगें। अत: यह टेंडर प्रपत्रों हेतु बोली प्रक्रिया के लिए अनिवार्य योग्यता है। सत्यनिष्ठा अनुबंध की प्रति निविदा प्रपत्रों के साथ संलग्न है। इच्छुक बोलीदाता/विक्रेता इसे अपनी बोली (भाग-**I)** के साथ संलग्न करें, जो उनकी इस अनुबंध के प्रति स्वीकारोक्ति होगी। आईपी संलग्न न होने की दशा में बोली निरस्त कर दी जाएगी और कोई पत्रव्यहार नहीं किया जाएगा/For this procurement process CSIR-CIMFR has adopted an integrity pact. Please note, that only those bidders/vendors who have entered into such integrity pact with CSIR-CIMFR would be competent to participate in the bidding. It is therefore mandatory qualification in the bidding process in the tender document. Copy of IP is attached in the NIT document**.** Interested bidders/vendors are required to submit it along with their techno-commercial (Part-I) bid, indicating their acceptance to the same, non submission of IP will lead into rejection of bid and no communication will be entertained.

14. सत्यनिष्ठा अनुबंध के तहत श्री वी डी सिंह, भूतपूर्व-सीजीएम (वाशिरी) बीसीसीएल को सीएसआईआर-सिंफर द्वारा स्वतंत्र वाहय मॉनिटर के रूप में संलग्न किया गया है। उनका ई-मेल व

मोबाइल क्रमश: vd48singh@yahoo.co.in व 09430193642 है/For this purpose under integrity pact condition, Shri VD Singh, Ex-CGM (Washery), BCCL has been engaged by CSIR-CIMFR as Independent External Monitor (IEM). His e-mail and mobile details are vd48singh@yahoo.co.in and 09430193642 respectively.

15. निदेशक, सीएसआईआर-सिंफर को यह अधिकार है कि वह कोई कारण बताए बिना, किसी या सभी निविदाओं को अंशत: या पूर्णत: स्वीकार/अस्वीकार कर सकता है, या उसके/ उनके क्रम को भंग कर सकता है जो कि भाग लेने वाले सभी बोलीदातों को बाध्यकारी व स्वीकार्य होगा/The Director, CSIR-CIMFR, reserves the right to accept/reject any or all tenders either in part or in full or to split the order without assigning any reasons there for which will be binding and acceptable all participating bidders.

भंडार एवं क्रय अधिकारी/
Stores & Purchase Officer

INTEGRITY PACT

INTEGRITY PACT for Servo Hydraulic Load Frame with Digital Controls for Rock testing
Ref. No. CIMFR/PUR/14(13)2017

Between - Central Institute of Mining & Fuel Research (CIMFR) herein after referred to as "The Principal".
And _____

herein referred to as "The Bidder/ Contractor."

Preamble
The Principal intends to award, under laid down organizational procedures, contract/s for Servo Hydraulic Load Frame with Digital Controls for Rock testing
The Principal values full compliance with all relevant laws of the land, rules, regulations, economic u se of resources and of fairness/ transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal has appointed Shri VD Singh, Ex-CGM (Washery),BCCL as an Independent External Monitor (IEM), who will monitor the tender process an d the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

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

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

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

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

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

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

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

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

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

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

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the A gents/representatives in India, if any. Similarly the Bidder(s)//Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to

be in Indian Rupees only. **Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as Annexure**.

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

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

Section 3 – Disqualification from tender process and exclusion from future contracts.

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of busin ess dealings"as per CSIR Purchase Manual-2008.

Section 4 – Compensation for Damages

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

Section 5 – Previous transgression

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

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the te nder process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings" as per CSIR Purchase Manual-2008.

Section 6 – Equal treatment of all Bidders / Contractors/ Subcontractors.

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

(2) The Principal will enter into agreements with identical conditions as this

one with all Bidders, Contractors and Subcontractors.

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

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

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

(2) The Monitor is not subject to instructions by the representatives of the parties and perfor ms his functions neutrally and independently. He reports to the JS(A), CSIR.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

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

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

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

(7) Monitor shall be entitled to compensation as agreed by Director, CSIR-CIMFR.

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

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

Section 9 – Pact Duration

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

If any claim is made/lodged during this time, the same shall be binding and continue to be va lid despite the lapse of this pact as specified above, unless it is discharged/determined by JS(A), CSIR.

Section 10 – Other provisions

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

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

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

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

_____ _____

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

(Office Seal) (Office Seal)

Place……..

Date……..

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

Witness 2:

(Name & Address): _____
_____
_____

Please note :

1.If you wish to discuss any issue you may submit the same in writing on the e-mail : spo.cimfr@rediffmail.com**. The last date for receipt of such query, if any will be 29.12.2017**

2.After Pre-Bid Conference scheduled for 02.1.2018 from 11:00 a.m. (IST) at CSIR-CIMFR, Barwa Road Campus, Dhanbad; the final specifications will be included and accordingly a revised NIT document will again be uploaded on our official website. Interested bidders are requested to submit their quotes accordingly.

Pre-Bid Conference (PBC) Document for Servo Hydraulic Load Frame with Digital Controls for Rock testing - Dated 02.01.2018, 11:00 a.m.(IST)

Item with detailed specification	Quantity
Name of item: Servo Hydraulic Load Frame with Digital Controls for Rock testing The system shall include all components necessary for complete system operation including high stiffness frame with Hydraulic Actuators, Digital Control Electronics and Hydraulic Power Unit, Software, Personal computer for control, and the quoted system should have the capability to upgrade to use with direct shear testing. Detailed specifications are given below:	01 (One)
A. Load unit Assembly **Load Frame** - **The Load frame shall be a freestanding, self-supporting unit requiring no special foundation and having a nominal frame stiffness of 8.0 ×10^9 N/m or stiffer.** - **Load frame shall be designed for static and dynamic testing and have a dynamic force rating of**	

Item with detailed specification	Quantity
Name of item: Servo Hydraulic Load Frame with Digital Controls for Rock testing	

2500kN or above in compression and 1200kN or above in tension.

- **The horizontal test space shall be at least 40cm and vertical test space with adapter plates shall be at least 90cm.**
- **Differential pressure (ΔP) transducer for force readout without affecting load frame stiffness and should be accurate within ±1% of calibrated range at loads above 1000kN.**

Hydraulic Actuator

- Integrated Actuator having nominal load rating: 2500kN in compression or above and 1,200kN in tension or above.
- Displacement: 100 mm or longer.
- Coaxially mounted full stroke linear variable displacement transducer (LVDT) for measurement and/or control of actuator displacement.
- Internal threads in the piston rod for mounting a grip or a load cell.
- Direct Actuator Porting without the need for flanges or manifolds.

Hydraulic Servo valve and Service Manifold

- A hydraulic service manifold shall be directly mounted to the system actuator. The service manifold shall include pressure and return line accumulators to minimize pressure ripples. The manifold shall include provisions for mounting up to two high response servo valves.
- A single 38 litres per minute two stage 5 ports Servo valve shall be mounted to the system hydraulic service manifold. Rated flow of Servo valve shall be based on a 6.9MPa pressure drop across the Servo valve. The Servo valves shall have a high response to allow rated flows to be achieved at frequencies to 50Hz. Standard Industrial Servo valves are not permitted.

B. Hydraulic Power Unit

- Variable-volume Pump for supplying oil at 200-230 bar pressure with a capacity of 100litres per minute and shall have full flow 3-micron absolute filter in the return line to provide excellent oil cleaning and running at 415 VAC, 50 Hz, 3 phase power.
- Direct-coupled 60-hp submerged pump/motor design to eliminate the release of ambient heat.
- Nominal noise rating of 65dB (A) or less measured at 3 feet with the pump operating at high pressure and dumping the full flow over the relief valve.
- Corrosion resistant stainless steel heat exchanger to dissipate all heat generated by the power unit. Water cooled with Stainless Steel heat exchanger to be used with servo hydraulic mechanical testing machines. Temperature controlled water-saver and water shut-off valves to minimize water consumption.
- Cabinet with lockable cover to reduce noise and to prevent tampering of controls.
- Integrated reservoir, pump/motor, heat exchanger, design to restrict the release of oil from seals and fittings. Components prone to nuisance leakage shall be located within the reservoir to eliminate the possible release of oil. High quality face seal fittings to minimize the potential leakage outside of the reservoir.
- Approved electrical disconnect interrupts power to the unit when the door is opened. Interlock circuitry for over-temperature and low-fluid level protection.
- Pump should have operator display panel with pump status, alarms and limits. Switches for start, low/high pressure, and stop shall be located on the front panel of the enclosure. Indicators for power on, low oil level, over temperature, and dirty filter warnings shall be placed on the starter enclosure door for at-a-glance monitoring.
- Pump to support 2 or more test systems and the pump must be capable of integrating with multiple test stations for pump on/off/ interlock control.
- Pump must provide facility for future capacity expansion in same chassis, using same pump control module up to at least 200 lpm. Cost should be indicated for expansion with a module of 100lpm capacity.
- Hydraulic Hose Set, minimum 7 meter (pressure, return & drain) System cables 13m (Approx).

C. Load Transducer

Item with detailed specification	Quantity
Name of item: <u>Servo Hydraulic Load Frame with Digital Controls</u> for Rock testing	

All the Load Transducer used for measurement and/or control of force shall have accuracy of ± 0.5% or better with high output for better resolution & precision and shall have symmetrical output between tension & compression for accurate through 0 testing and shall have static overload capacity 150% of rated load.

Load Cell	**Range I, 25kN**	**Range II, 100kN**	**Range III,250kN**	**Range IV,500kN**	**Range V, 1000kN**
Fatigue rated at	±25kN or higher	±100kNor higher	±250kN or higher	±500kN or higher	±1000kN or higher
Non-linearity(%full scale)	± 0.15% or better	±0.15% or better	±0.25% or better	±0.25% or better	±0.25% or better
Hysteresis (%full scale)	±0.15% or better	±0.15% or better	±0.25% or better	±0.25% or better	±0.30% or better
Internal Mounting Threads	M12 × 1.25	M27 × 2	M36 × 2	M52 × 2	M76 × 2
Output sensitivity	2mV/V at full scale load				
Transducer Cable	Compactible Signal Cable with at least 7.5 Meters of length.				

D. Digital Control Electronics

General

a) Power to expand in a Single control unit. Support up to 4 stations (Load frames, systems with dedicated PC). Up to 6 to 8 channel servo control.
b) The digital electronic controller should be able to conduct test in stroke, load and strain control modes and shall support Proportional, Integral, Derivative, and Feed-forward (PIDF) control.
c) Controller shall support Dual Mode control with two feedback signals to provide better control stability and shall provide for changes in stiffness on non-linear specimens. Controller must allow for any and all inputs to be assigned to any control channel by the user without requiring re-arranging controller hardware. Control software shall have ability to automatically recognize added controller hardware. Controller must have option to condition and acquire data up to 100 kHz for at least 8 specimen strain gages.
d) Bump less switch over from one mode to another mode with and without hydraulics. Controller should have adaptive Control System, allowing continuous update of PID terms for specimen stiffness and automatically compensating at minimum 1 kHz. Auto and manual tuning facility.
e) The Controller should adapt for Peak/Valley control, Amplitude/Mean control, Amplitude and Phase control. Control loop update should be 5 kHz or faster. Loop closure rate should not be affected by number of control channels.
f) Auto Loop Shaping: Position, Load, and Strain. Multi term control, including PID, lag, feed forward and compensation, with serial, parallel and cascade control. High speed computer interface, using the Ethernet.
g) Transducer signal conditioners for load, stroke and external strain sensors to provide high accuracy, low drift and low noise transducer signal with user selectable standard filters. Digital sensor conditioners providing minimum 19 bit data resolution across the complete span of the sensor. Interlocks and indicators are to be provided for transducer excitation failure and conditioner saturation.
h) Automatic transducer recognition and calibration to be provided. The transducer should be provided with traceable calibration from the reputed accredited laboratory from the country of origin (e.g. NIST/European certifying agency).
i) All adjustments on the signal conditioners and all hardware adjustments and settings are to be controlled through software. The system shall have the capability to be programmed by the operator using a standard library of procedure calls designed specifically for real time control of the system and shall have the capability for fully automated materials testing with addition of software applications programs.
j) The system software shall provide each user a customized desktop that includes screen position memory and saved settings for the controller.
k) Data Acquisition rate of more than 5 kHz or faster. Maximum data acquisition rate for continuous data acquisition should not be affected by number of acquisition channel. High precision digital signal conditioner and valve drivers should be provided for the control signals.
l) The controller with necessary software should be able to run static and fatigue tests and data acquisition should have features like; selection of wave form type, timed sample, peak/valley, max/min, level-crossing, cyclic/logarithmic and mean/amplitude with ability to tie data channels to a master signal. Starting quadrant and number of cycles to stop action to be taken at the end of the defined test.
m) Run, hold, continue, and stop buttons for controlling the test. On line instantaneous adjustment of frequency, amplitude and mean of the cyclic waveform tests. Online visual indication of limit settings and status.
n) Data acquisition and storage of external and internal signals with user adjustable sampling rate. The data acquisition mode in the form of maximum and minimum, level crossing, peak valley, continuous and high speed.
o) Remote handset to be provided for the proposed test system to enable setting up of specimens in manual mode. The user should be able to switch on/off hydraulics from the controller. The user should start, pause and stop the test program.

Item with detailed specification	Quantity
Name of item: Servo Hydraulic Load Frame with Digital Controls for Rock testing	

Function Generation Waveforms

a) Function generation shall be fully integrated into the system control software and electronics with the capability to stop and start tests in an automated mode through a computer.
b) The function generator shall be capable of generating sine, haversine, triangle, square, ramp, and any user defined waveform.
c) The system shall be capable of generating and controlling from wave shapes that are defined by specific applications programs.
d) The wave shape frequency range shall be from 0.001 to 600 Hz.
e) The function generator shall have built in cycle counter and a preset cycle count used to terminate the test.
f) The function generator shall include mean, amplitude, and frequency adjustment. Mean and amplitude controls for ensuring that the system operates to the desired mean and amplitude shall be included.
g) Command signals shall be generated with 32-bit accuracy or better. Accuracy of the selected frequency (period) shall be within 1 microsecond.
h) A latest Personal Computer shall be used with the control system. The status of each independent station may be viewed on one PC, or the system may be configured to have multiple PCs and dedicated on PC per station (up to four). Each operator can control and monitor a test from his or her own PC. In the case of multiple PCs, a station hubs and network adapters shall be utilized.

Application Software

a) Application software shall be included for generating and executing tests for up to four independent stations. The application software shall include the ability to control or to capture data from any installed AC or DC transducer, or externally conditioned transducer.
b) The application software shall allow tests to be defined and executed like monotonic tests including tensile, compression, and flexure; constant amplitude fatigue; random fatigue using an input file to define end levels & rates; and any of these in combination.
c) The application software shall allow data to be collected and stored to disk during any simple or complex test. Available data acquisition routines shall include timed data collection, peak/valley data collection, maximum/minimum value collection, and level crossing data collection. The software shall allow selection of the master channel to be used for peak/valley and level crossing data acquisition and the additional slave channels to be collected simultaneously. Any or all internal or externally conditioned channels can be used as the master or as the slave channel. More than one data acquisition routine can be running simultaneously.
d) The application software shall allow the operator to directly interact with the progress of the test through user definable software buttons. The operator can define software buttons with names and descriptions that when clicked with the mouse causes the test program to sequence to the next desired test sequence. The application software shall allow detection of digital inputs to the test system controller and allow digital output signals to be output from one of the control system digital output channels.
e) The application software shall have a detector watching for changes in peak/valley readings. The process can be used to trigger data collection or other definable test system processes. The application software shall allow a virtually unlimited number of test procedures to be set up and stored.
f) A web based system monitoring software for real-time remote monitoring for the entire lab. It should allow authorized users to manage time-critical tests and is available anytime, anywhere through any web enabled device-laptops, tablets and smart phones. With this increased visibility, lab workers can be more efficient and test equipment can be more productive. This software shall have;
   - System views: User-configurable multi-tab displays providing details associated with a single test,
   - Lab views: User-configurable multi-tab displays provide summary information for all tests running in a lab,
   - Activity Feed: Easily see everything that has recently changed in test lab, including periodic updates on running tests,
   - Alerts: The ability to send a text message's-mail or Twitter Tweet or push notification when the test status changes,
   - Includes multiple levels of security: 256-bit SSL encryption, HTTPS, proxy server compatibility and customer configurable security levels,
   - Integrated with application software to remotely monitor test run information: Enables creation of custom feed messages and alerts within test, Native Smartphone apps for Android and iOS. Color coded displays which enables to see at a glance test details like Run/Stop/Hold state, HPU and HSM states, etc. It accommodates unlimited number of users, Plug and play software with no IT infrastructure and setup costs. Hosted by a 3rd party Tier 3+high security facility with virtual serves with guaranteed up-time and redundancy. Monitor lab operations across around the globe. Better visibility to improve lab scheduling and throughput,

Programming Environment

Item with detailed specification	Quantity
Name of item: <u>Servo Hydraulic Load Frame with Digital Controls</u> for Rock testing	

a) The operator shall have the capability to program the system using a library of real time procedure calls. These procedure calls shall have the capability to be linked to common programming languages such as Microsoft Visual Basic, or National Instruments LabVIEW.
b) The library of procedure calls shall include a set to control function generator processes. The function generator processes to be controlled include: definition of wave shape, end levels, frequency, number of cycles, elapsed cycle count, etc. The function generation calls shall also be able to output blocks of cycles.
c) The library of procedure calls shall include a set for data acquisition and storage including: data acquisition on level crossing, data acquisition on limit detection, peak/valley acquisition and storage, running maximum, running minimum, and data acquisition and storage on a timed basis. The library of routines shall include a set that controls the functions of the analog readout output and digital I/O channels.
d) Geomechanics and Construction Materials Application Software, Software programs designed for specific geomechanics and construction materials tests shall be available for each testing package.
e) For rock mechanics tests, the application software shall include templates as per ASTM and ISRM Suggested Method for Uniaxial Compressive Strength Test (ASTM D2938), Deformability of Rock Materials in Uniaxial Compression (ASTM D3148), Direct Tension Test (ASTM D2936) and Indirect Tension Test (ASTM D3967) and as per ISRM Suggested Method for Fracture Toughness Test and Strength of Rock in Triaxial Compression.
f) For construction materials tests, the application software shall include templates for Compressive Strength Test as per ASTM C39, Direct Tensile Strength Test as per ASTM D2936 and ISRM Suggested Method, Concrete Elastic Modulus Test as per ASTM C469, Concrete Flexural Strength Test as per ASTM C78 and C293, Concrete Flexural Toughness Test as per ASTM C1018 and Concrete Splitting Tensile Strength Test as per ASTM C496.

E. Uniaxial Compression Test Package

a) All accessories must be manufactured by the load frame manufacturer to assure system integrity and functionality when components are combined. All accessories must be designed to be compatible with load and displacement measurement devices required to perform specific tests.
b) A range of specific test fixtures for various specimen sizes and force capacities must be available from the manufacturer for attachment to the load frame adapter plates. These include spherically seated compression and direct tension fixtures, indirect tension and splitting tensile fixtures, flexural strength and flexural/fracture toughness fixtures.
c) Compression platens shall be designed for high stiffness as per applicable ASTM and ISRM specifications to minimize deflection during compression testing of high strength brittle materials. The loading surfaces shall be as per ASTM and ISRM requirements for flatness or better.
d) The compression platen set shall contain one fixed platen and one spherically seated platen having a Rockwell hardness of not less than HRC58. The center of radius of the spherically seated platen shall coincide with the specimen/platen interface. The platen surfaces in contact with the specimen shall not contain cut grooves, but rather etched centering circles, to minimize resistance to lateral specimen expansion during testing. The outer surfaces shall be chrome plated to prevent corrosion. Stiff springs with safety brackets shall be incorporated into the spherical platen to prevent separation of the spherical joint upon specimen failure.
e) Strain-gauge based measurement transducer kits shall be supplied for measurement of axial and circumferential strains. The transducers accuracy shall meet or exceed ISO 9313 class 0.5 and ASTM E83 class B-1 with Maximum non-linearity, 0.15% of range; Maximum hysteresis, 0.1% of maximum travel; Temperature range 100^0C to $+150^0$C or higher; Operating frequency, up to 100Hz; Activation force, less than 45 grams; Weight (without cable or connector), less than 35 grams.
f) A Dual average extensometer measurement kit shall include the transducer, a gauge length extender appropriate to measure strains across 50% of the specimen height, attachment hardware to properly attach the transducer to the specimen and prevent slippage during the test, signal conditioning and cabling between the transducer and the conditioner.
g) A circumferential strain measurement kit with maximum chordal travel of +12.5/-2.5mm shall include a transducer, a precision designed roller chain of different length 56mm, 110mm, 160mm, 254mm and attachment hardware designed for zero backlash and low friction, and sized for the specimen diameter, signal conditioning and cabling between the transducer and the conditioner.

F. Indirect Tension Test Package

- Indirect Tension Testing Package designed as per ISRM "Suggested Method for Determining Indirect Tensile Strength by the Brazil Test" along with appropriate fatigue rated force transducers, appropriate number of load frame spacer plates and Indirect Tension Application Software package, data file processor and test report generator.

G. Direct Tension Test Package

Item with detailed specification	Quantity
Name of item: Servo Hydraulic Load Frame with Digital Controls for Rock testing	

- Direct Tension Testing Package designed as per ISRM "Suggested Method for Determining Direct Tensile Strength" along with load cell, appropriate number of load frame spacer plates and Indirect Tension Application Software package, data file processor and test report generator.
- Spherical washers in the upper and lower housing to allow the fixture and specimen to align itself along the loading axis.
- End caps with upper and lower chains, oriented 90° apart, to provide additional axial alignment and to remove the possibility of bending moments on the specimen. Sufficient amount and easily available glues to fix specimen in end caps.

H. Triaxial Test Package

a) Triaxial Testing system for rock core samples upto 100 mm in diameter (including standard core diameter i.e. 47.6mm, 54.7mm, 63.5mm, 85mm etc.) and upto 250 mm length with confining pressure and pore pressure rating 80 MPa or more and operating temperature from ambient to +200°C or more with heating package. High temperature control package having over temperature protection.

b) One set, upper and lower, hardened steel end caps each for above mentioned diameters, designed with smooth surfaces for high force triaxial compression testing. In-vessel spherical seat for proper specimen alignment & use with the end caps.

c) One set, upper & lower, permeability/extension testing end caps for 47mm, 54 mm and 63.5 mm diameter specimens, designed for a single pore fluid port and made of stainless steel for non-corrosive pore fluids with standard distribution grooves.

d) Feed through ports for confining and pore fluids with standard feed-through port configuration. Five 4-pin electrical feed-throughs for strain gage based in-vessel load cell and extensometers. Two 4-pin thermocouple feed-throughs for four type K thermocouples. Two ports for internal pore fluids. Thirteen spare feed through ports for other use, such as two conductor co-axial P & S wave transducer feed-through, or other combinations of electrical and thermocouple feed-throughs.

e) Heat-shrink Teflon tubing for Specimen jacketing of 20 specimens & stainless steel lock wire for jacket sealing, 5m long. Brass shim stock material to prevent jacket extrusion during high pressure testing, for approx. 20 specimens. Triaxial Cell Seals such as high pressure base plug seal one each, high pressure reaction column seal one each, extension end cap seal set, two for each end cap. Triaxial Mechanical Spares such as retainer springs four each for spherically seated platen.

f) Dynamic Confining Pressure Intensifier of 80 MPa output pressure or higher. Cabinet mounted with control panel, high pressure valves and schematic. Hydraulic servo valve of 19 lpm. Displacement and Pressure Transducer for closed loop and closed loop control respectively. Hydraulic hoses, three meter to Triaxial cell and seven meter to Hydraulic Power Supply. Factory pressure and displacement Calibration for intensifier pressure transducer and LVDT. Hydraulic vessel lifts and mechanical locks with Track and carriage assembly and safety relief valve.

g) Application software templates for Triaxial compression strength of undrained rock core specimens without pore pressure measurements (ASTM D2664-86), Creep of cylindrical rock core specimens in triaxial compression (ASTM D4406-93), Simple Triaxial compression of rock specimens (ISRM), Run-time Rate Control and Data file processor (operating on Excel TM) and test report generator.

h) High Temperature Control Package with three external heater bands, two base plate cartridge heaters, insulation shroud around the triaxial cell assembly, two thermocouple feed through supplied with the triaxial cell assembly. Each feed through can support two temperature signals.

i) Temperature control package by "cascade" control concept. One temperature Controllers for control of triaxial cell heating elements for heating between ambient and 300°C. One temperature Controllers for control of triaxial cell confining fluid for heating between ambient and 200°C. Four in-vessel, chromel-alumel, type K thermocouples. One thermocouple for in-vessel temperature control. Three thermocouples for specimen temperature gradient.

j) Heater Power distribution box with over temperature protected SCR power distribution. Electrical power must be available at the load frame.

k) In-vessel Load Cell for direct measurement of specimen deviatoric load, having force rating 2,500kN or more, designed for in-vessel triaxial compression, and extension testing using approved confining fluids at temperatures ambient to 200°C and confining pressure 80 MPa or more.

l) In-vessel Dual Axial Extensometer sustainable to aforementioned pressure and temperature condition with gage length 50 mm, axial travel of +5.0 mm, -2.5 mm. Specimen attachment Kit for different standard core diameters. Gage Length De-extender Kit to modify Gage Length to 25, 30, 35 and 40 mm and Gage Length Extender Kit to modify Gage Length to 85, 90, 95 and 100 mm. One Digital Universal Conditioner.

m) In-vessel Circumferential Strain Measurement kit for specimen length/diameter ratios equal to, or greater than 2.0. Circumferential Extensometer with Chordal travel of +8.0 mm, -2.5 mm with zero output adjustment screw. Roller chain kit for diameters between 36 mm and 100 mm. Maximum chord travel calibration: +15 mm, -2.5 mm. One Digital Universal Conditioner.

I. Ultrasonic Test Package

a) Ultrasonic transducer platens for Compression and Shear wave velocity experiments of different diameter samples and to use in high-pressure, 80 MPa or more and high temperature, 100^0C or more. Transducers sequentially propagate a single compression (P) and two plane polarized shear (S1 and S2) waves.

Item with detailed specification	Quantity
Name of item: Servo Hydraulic Load Frame with Digital Controls for Rock testing	

b) 8 channel Ultrasonic and Acoustic digital processing with data acquisition rates 100Mbytes/sec or more, 16 bit resolution. Coaxial, high pressure cables and connector assembly for low noise, high integrity signal transmission with preamplifiers to amplify ultrasonic signals. Monitoring, control, data acquisition package for ultrasonic measurements.

J. Pore Pressure Intensifier System

a) Dynamic Pore Pressure Intensifier for 80 MPa output pressure, having 0.3 ltr volume output, non-corrosive fluid. Hydraulic Service Manifold and hydraulic servo valve of 19 lpm. Pressure transducer for closed loop control. Displacement transducer for closed loop control and volume change measurement. High pressure hoses to triaxial cel and hydraulic hoses to Hydraulic Power Supply. Servo control channel and about 7.5 meter cable

b) Intensifier displacement transducer (LVDT) with full range calibration. Permeability end caps having standard distribution grooves, extension testing capability, 2:1 length/width ratio for aforementioned sample dimensions.

K. Fracture Toughness Test Package

a) Fracture Toughness Testing Package to measure fracture toughness as per ISRM's Suggested Method for Determining the Fracture Toughness. Three point bend fixture with adjustable lower span, Crack Opening Displacement transducer

b) All Fracture Toughness fixtures and instrumentation for 36 mm to 100mm diameter specimen along with suitable fatigue rated force transducer. LVDT's for Displacement measurement, fixtures and specimen alignment tools.

c) Application software includes pre defined test templates to perform fracture toughness tests, data file processor and test report generator.

L. Other requirements

a) Vendor must demonstrate that they have supplied a quantity of similar closed-loop, servo hydraulic-testing systems. Used, prototype or experimental equipment is not allowed unless explicitly stated. Any such claims should be substantiated with past purchase orders submitted with their bid.

b) Vendor must have a local service representative in order to provide responsive service support and training facility that offers courses in servo hydraulic system operation and servo hydraulic system maintenance.

c) Vendor must have established corporate policies and practices implemented to assure that the system is of the highest quality.

d) Vendor shall have been ISO9001 Certified for at least 5 years, and have maintained certification through annual audits. The vendor with the bid documents shall supply a certificate of ISO9001 certification.

e) National Accreditation Board for Testing and Calibration Laboratories (NABL) or American Association for Laboratory Accreditation (A2LA) shall have accredited the Vendor's Laboratory covering calibrations for at least 2 years, to ensure accurate calibration of all transducers and electronic equipment supplied. The vendor with the bid documents shall supply a certificate of accreditation.

f) Calibrate system transducers at factory and all factory calibrations shall be in SI units. Each calibrated range shall have its own calibration certificate. Standard calibration attachments to be provided along with NIST/NABL,A2LA tracesability calibration certificate.

g) All required testing/accessories/attachments should be in compliance with latest ISRM and ASTM standards/suggested materials, methods and specifications as applicable.

h) All vendors responding to this bid specification shall include a written line-by-line response to each paragraph number of this specification. Each item response to be specific and detailed enough to allow full evaluation of the equipment offered and its capabilities. A comply of deviation response only shall not be acceptable.

i) Responding vendors shall include quotations and descriptive literature with their response to allow the buyer to make a complete evaluation and appraisal of the offering with respect to the requirements set forth in this document.

j) Bidders shall state estimated delivery times of any equipment offered in response to this specification as well as FOB point, estimated shipping weights and shipping costs to the buyer's facility. Responding vendors shall include a list of utility and service requirements necessary for operation of the offered equipment and shall include a list of site preparation requirements necessary for the installation and operation of the offered equipment.

k) At least 5 days on-site training by a qualified service engineer to be provided by the supplier immediately after the successful installation and commissioning for initial training on routine operation and maintanence of the hydraulic sub-systems and cooling systems. At least three days, any time within the warrant period, hands-on training programme, comprising the controller, software, calibration, tuning of servovalve, test set up & run, emergency procedure etc. and any basic training required, has to be arranged by the supplier at no extra cost. Training material shall also be given by the manufacturer.

l) Bidders shall submit one complete set of system manuals including Operation & Maintenance manuals and Hydraulic & Electrical schematic diagrams. Compatible with Single phase/Three phase AC power supply, 50 Hz.

m) The entire setup should have two years warranty. After warranty period quote additional three years AMC including calibration on site.

n) All software for data capture, analysis and display with digital and graphical outputs like stress-strain curve, etc. of all tests

Item with detailed specification	Quantity
Name of item: Servo Hydraulic Load Frame with Digital Controls for Rock testing	
shall run under the latest windows operating system with facility for time to time up gradation provision when operating system upgrades. **o) All required accessories inluding chiller unit for HPS should be provided.** **p) Crate system for shipment and complete operational verification of system before shipment. The total supply unit shall meet the standard safety regulations.**	

Proposed Delivery Schedule

Details	Duration	Reference
Delivery of the item	32 weeks	After issue of Purchase Order/ after final LC
Installation & Commissioning, Training, trail run, demo & observation	4 weeks	After delivery of the item

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File No. CIMFR/PUR-14(13)2017

CHAPTER 1

INSTRUCTIONS TO BIDDER (*To be read carefully by the interested bidders)*

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A. Introduction

1.1. **Eligible Bidders**

1.1.1 This Invitation for Bids is open to all suppliers.

1.1.2 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.

1.2. **Cost of Bidding**

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

1.3. **Fraud and corruption:**

1.3.1 The purchaser requires that the *bidders* suppliers and contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the following are defined: "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution; "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

"collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non competitive levels; and "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

1.3.2 The purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

B. The Bidding Documents

1.4. **Cost of Bidding Documents**

1.4.1 Interested eligible bidders may purchase the bidding documents on payment of the cost of bidding documents as indicated in the invitation for bids/NIT or alternatively, the **bidding documents can be downloaded from our Website as indicated in the Invitation for Bids/NIT free of cost.**

1.5. **Content of Bidding Documents**

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

Chapter 1 : Instructions to Bidder (ITB)
Chapter 2: (a) General Conditions of Contract (GCC)
(b) Special Conditions of Contract (SCC)
Chapter-3: Forms- (1) Contract form
(2) Acceptance Certificate form
(3) Performance Security form
(4) Integrity pact form (applicable if specifically mentioned)

Chapter 4 : Schedule of Requirements

Part-1 (Technical bid)

(1) Bidder's information form
(2) Manufacturer's authorization form
(3) Bid security/EMD form
(4) Performance statement form
(5) Specifications and allied technical details
(6) Deviation form (technical)
(7) Service support details form
(8) Qualification requirements
(9) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.
(10) Documents establishing goods eligibility and conformity to the bidding documents.
(11) DGS&D registration certificate in case the item(s) under procurement fall(s) under the restricted category of the current export-import policy of government of India (if applicable)

Part-II (Financial bid)-

to be submitted in separate envelop with required captions/markings on it.

(1) Financial forwarding letter
(2) Price schedule form-
(a) Goods/services from abroad
(b) Goods/services within India
(3) Deviation form (financial)

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

1.6. **Clarification of bidding documents**

1.6.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address specified in the Special Conditions of Contract (SCC). **The Purchaser will respond in writing to any request for clarification, request is received not later than <u>ten (10)</u> days prior to the deadline for submission of bids.** The Purchaser shall forward copies of its response to all those who have acquired the Bidding Documents directly from it,

including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under *clause* relating to amendment of Bidding documents and Clause relating to Deadline for Submission of Bids. The clarifications and amendments issued would also be hosted on the website o f the purchaser for the benefit of the other prospective bidders.

1.7. **Amendment of Bidding Documents**

1.7.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.

1.7.2 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. The same would also be hosted on the website of the purchaser and all prospective bidders are expected to surf the website before submitting their bids to take cognizance of the amendments.

1.7.3 In order to allow prospective bidders reasonable time to take the amendment into account, *while* in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids and host the changes on the website of the purchaser.

Preparation of Bids

1.8. **Language of Bid**

1.8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language only especially when the details are technical.

1.8.2 The Supplier shall bear all costs of translation, if any, to the English language and all risks of the accuracy of such translation, for documents provided by the Supplier.

1.9. **Documents Comprising the Bid**

1.9.1 The bid prepared by the Bidder shall also include:

(a) Bidder Information Form
(b) Bid security as specified in the Invitation to Bids.
(c) Service support details form;
(d) Deviation Statement Form;
(e) Performance Statement Form;
(f) Manufacturer's Authorization Form.
(g) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.
(h) Bid form.
(i) Documents establishing goods eligibility and conformity to bidding documents.
(j) Applicable Price Schedule Form.
(k) Valid certificate in case the items under procurement fall under the restricted category of the current export-import policy of the Govt. of India.

1.10. **Bid form and price schedule**

1.10.1 The bidder shall complete the Bid Form and the appropriate price schedule form furnished in the bidding documents. These forms must be completed without any alterations to its format and no substitutes shall be accepted. All blank spaces shall be filled in with the
information requested.

1.11. **Bid Prices**

1.11.1 The Bidder shall indicate on the appropriate **price schedule** form, the unit prices and total bid prices of the goods it proposes to supply under the contract.

1.11.2 Prices indicated on the price-schedule form shall be entered separately in the following manner:

(a) **For Goods manufactured within India**

(i) The price of the goods quoted Ex -works including taxes already paid.
(ii) GST and other applicable taxes & duty etc. admissible will be payable on the goods if the contract is awarded.
(iii) **Banker's details such** as- Name of account holder, Account Number, Name of Bank, Branch code, RTGS code, NEFT code, SWIFT code, MICR Code etc.
a. The charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination as specified in the price schedule form.
b. The installation, commissioning and training charges including any incidental services, if any.

(b) **For Goods manufactured abroad**

(i) Bidders must note that-The Price of the goods quoted in the Price Bid should be provided with a clear breakup of various heads- Ex-Works, Packing & forwarding, insurance (ex-works to CIMFR Stores), shipment/airfreight, custom clearance charges & statutory levies, transportation from airport to CIMFR Stores, loading/unloading charges (if any), Installation, Commissioning including any incidental services, training, additional yearly warranty, AMC/CMC on annual basis, Agency commission, if payable then source should be clearly mentioned and any other applicable charges must be quoted as this is essential for proper price comparison. Competent Authority reserves the right to reject such bid on non-compliance.
However, CSIR-CIMFR can place the order on FCA/FOB/CIF/CIP or any other applicable INCOTERMS to the selected bidder.
(ii) The agency commission charges, if any, should be clearly specified.
(iii) **Banker's details such** as- Name of account holder, Account Number, Name of Bank, Branch code, RTGS code, NEFT code, SWIFT code, MICR Code etc. Bank details are also required for opening of Letter of Credit.

1.11.3 The terms FOB, FCA, CIF, CIP etc shall be governed by the rules prescribed in the current edition of the Incoterms published by the International Chambers of Commerce, Paris.

1.11.4 Where there is no mention of packing, forwarding, freight, insurance changes, taxes etc. such offer shall be rejected as incomplete.

1.11.5 The price quoted shall remain fixed during the contract period and shall not vary on any account
1.11.5 All lots and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Lots or items not listed in the Price Schedule shall be assumed to be not included in the bid.
1.11.6 The purchases made by the purchaser for scientific purpose are exempt from excise duty and Custom Duty at **a** concessional rate is leviable as per the prevalent Government of India's orders. If IGST is applicable, the same should be clearly specified.

1.12. Bid Currencies

1.12.1 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.

1.13. Documents Establishing Bidder's Eligibility and qualifications

1.13.1 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.

1.13.2 **The documentary evidence** of the bidders qualification to perform the contract if the bid is accepted shall establish to the purchasers satisfaction that;

(a) The bidder meets the qualification criteria listed in bidding documents, if any.

(b) Bidder that doesn't manufacture the goods it offers to supply **shall submit to Manufacturers' Authorization** Form (MAF) using the form specified in the bidding document to demonstrate that it has been duly authorized by the manufacturer of the goods to quote and/or supply the goods.

(c) In case a bidder not doing business within India it shall furnish the certificate to the effect that the bidder is or will be represented by an agent in India equipped and able to carry out the supply, maintenance, repair obligations etc. during the warranty and post warranty period or ensure a mechanism at place for carrying out the supply, maintenance, repair obligations etc. during the warranty and post-warranty period.

1.13.3 **Conditional tenders shall not be accepted.**

1.14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

1.14.1 To establish the goods' eligibility, 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.

1.14.2 To establish the conformity of the goods and services to the specifications and schedule of requirements of the bidding document, 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 during the warranty period following commencement of the use of the goods by the Purchaser in the Priced- bid ; 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.
1.14.3 For purposes of the commentary to be furnished pursuant to above, the Bidder shall note that standards for workmanship, material and equipment, designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute these 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.

1.15. Bid Security

1.15.1 The Bidder shall furnish, as part of its bid, a bid security (BS) for **an amount as specified in the Invitation for Bids.** In the case of foreign bidders , the BS shall be submitted either by the principal or by the Indian agent and in the case of indigenous bidders, the BS shall be submitted by the manufacturer or their specifically authorized dealer/bidder.

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

1.15.3 The bid security shall be in Indian Rupees for offers received for supply within India and denominated in the currency of the bid or in any freely convertible foreign exchange in the case of offers received for supplies from foreign countries in equivalent Indian Rupees.

The **bid security,** valid for **minimum 45 days beyond the validity of the bid.** EMD valid for a shorter period shall be rejected by the Purchaser as non-responsive or if supplier fails to extend it further on intimation given by the Purchaser. Bid Security/EMD shall be in one of the following forms at the bidders' option, preferably in FDR-

(a) Fixed Deposit receipt pledged in favor of the Lab./Institute.

(b) A bank guarantee issued by a Nationalized/Scheduled bank/Foreign Bank operating in India in the form provided in the bidding documents and In case a bidder desires to submit a BG issued from a foreign bank, then the same should be confirmed by a Nationalized/Scheduled Indian bank; or

(c) A Banker's cheque or demand draft in favour of the purchaser issued by any Nationalized/Scheduled Indian bank.

1.15.4 The bid security shall be payable promptly upon written demand by the purchaser in case the conditions listed in the ITB clause 15.11 are invoked.

1.15.5 The bid security should be submitted in its original form. Copies shall not be accepted.
1.15.6 While Bid security (EMD) is a **mandatory requirement**, tenders without bid security will be rejected may be read with Para 1.15.9 below.

1.15.7 The bid security of unsuccessful bidder will be discharged /returned as promptly as possible positively within a period of 15 days after the expiration of the period of bid validity or placement of order which ever is later, without any interest.

1.15.8 The successful Bidder's bid security will be discharged upon the Bidder furnishing the performance security, without any interest. Alternatively, the BS could also be adjusted against PS, if it is paid through DD/BC.

1.15.9 The firms registered with DGS&D, NSIC, Govt. Public Undertakings, Central Autonomous Bodies and with the CSIR Labs./Institutions, if any, are exempted from payment of BS provided *such registration includes the item they are offering which are manufactured by them and not for selling products manufactured by other companies.*

1.15.10 In case a bidder intimates at the time of tender opening in writing that the bid security is kept inside the financial bid, then in such cases, the technical bid of the party would be accepted provisionally till opening of the financial bids with which the party has attached the bid security.

1.15.11 The bid security may be forfeited:

(a) If a Bidder withdraws or amends or impairs or derogates 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 15 days of the order or fails to sign the contract and/or fails to furnish Performance Security within 21 days from the date of contract/ order.

1.16. Period of Validity of Bids

1.16.1 Bids shall remain valid for **minimum of 180 days** after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive or if supplier fails to extend it further on intimation given by the Purchaser.

1.16.2 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 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.

1.16.3 Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

1.17. Format and Signing of Bid

1.17.1 The bids may be submitted in single envelop or in two parts as specified in the Invitation for Bids.
1.17.2 In case the bids are invited on single envelop basis, then the Bidder shall prepare two copies of the bid, clearly marking each "**Original Bid"** and "**Copy Bid**", as appropriate. In the event of any discrepancy between them, the original shall govern.

1.17.3 In case the bids are invited **on two-bid system**, the Bidder shall submit the bids in two separate parts. Part –I i.e. **Techno-commercial bid** shall comprising all documents listed under clause relating to Documents Comprising the commercial terms, excepting price schedule. Part-II i.e., **Price Bid** shall contain the comprising of duly filled bid form and price schedules. The Bidder shall prepare two copies of the bid, clearly marking each "Original Bid" and "Copy Bid", as appropriate.

1.17.4 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialled by the person or persons signing the bid.

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

1.18 Submission and sealing of Bids

1.18. Submission, Sealing and Marking of Bids
1.18.1 The bidders may submit their duly sealed bids either by post or by hand.
1.18.2 In the case of bids invited on single envelop basis, the Bidders shall seal the original and each copy of the bid in separate inner envelopes, duly marking the envelopes as "original" and "copy". The envelopes shall then be sealed in an outer envelop.

1.18.3 In the case of **bids invited on two part basis,** the Bidder shall seal the un-priced commercial and technical bid comprising the documents as listed in ITB 1.9.1 excepting for h & j and the priced bid in two separate envelops duly marked as "Technical bid" and "priced bid". Both the envelopes shall then be sealed in one outer envelope.

1.18.4 (a) **The inner and outer envelopes shall be addressed to the Purchaser indicated in the SCC.**
(b) Bear the name and address of the bidder, Tender No., due date and a warning indicating that the bid(s) should not be opened before the stipulated date the time as specified in the invitation for bids.

1.18.5 If the outer envelope is not sealed and marked as required above, the Purchaser will assume no responsibility for the bid's misplacement or premature opening. In such cases, bids received in open condition within the due date and time will be accepted at the risk of the bidder if the same is presented to the Stores & Purchase Officer before expiry of the due date and time of opening of the bids.

1.18.6 Firms submitting bids in a single envelope against the requirement of two-bid system would be considered for further evaluation at the risk & responsibility of the bidder. However, the opened priced bid would be sealed immediately by the TOC without disclosing the price.

1.19. Deadline for Submission of Bids

1.19.1 Bids must be received by the Purchaser at the address specified in Invitation for bids not later than the time and date specified therein. 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.

1.19.2 **The Purchaser may, at its discretion**, **extend the deadline** for submission of bids by amending the bid documents in accordance with Clause relating to Amendment of Bidding Documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

1.20. Late Bids/ Delayed Bids

1.20.1 Any bid received by the Purchaser after the deadline of date/time for submission of bids prescribed by the Purchaser will be rejected.

1.20.2 Such tenders shall be marked as late/ delayed and not considered for further evaluation. They shall not be opened at all and be returned to the bidders in their original envelope without opening.

1.21. Withdrawal, substitution and Modification of Bids

1.21.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 18 duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 17.4 (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
(a) submitted in accordance with ITB Clauses 17 and 18 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "**WITHDRAWAL," "SUBSTITUTION,"** or "**MODIFICATION;"** and (b) Received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 19.

1.21.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 21.1 shall be returned unopened to the Bidders. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form or any extension thereof.

E. Opening and Evaluation of Bids

1.22 Opening of Bids by the Purchaser

1.22.1 The Purchaser will open all bids, technical bid or Part-1 bid in case of two bidding system, at a time in the presence of Bidders' authorized representatives who choose to attend, as per the schedule given in invitation for 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. In two-part bidding, the financial bid shall be opened only after technical evaluation.

1.22.2 First, envelopes marked **"WITHDRAWAL"** shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked" **"SUBSTITUTION"** shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked **"MODIFICATION"** shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

1.22.3 The bidders' names, bid modifications or withdrawals, bid prices, discounts, 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(s). The contents of the bid forms and price schedules would however be announced only at the time of opening of Priced-bids in the case of two-bid system.

1.22.4.1 Bids that are received late/delayed shall not be considered further for evaluation, irrespective of the circumstances.

1.22.4.2 Bidders interested in participating in the bid opening process, should depute their representatives along with an authority letter to be submitted to the purchaser at the time of bid opening.

1.23. Confidentiality

1.23.1 Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.

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

1.24. Clarification of Bids

1.24.1 To assist in the examination, evaluation, comparison and post qualification of the 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, at the discretion of the purchaser. Any clarification submitted by a bidder in respect to its bid which is not in response to a request by the purchaser shall not be considered.

1.25. Examination of the Bids

1.25.1. The Purchaser shall examine the bids to that all documents and technical documentation requested in ITB Clause 1.9 have been provided, and to determine the completeness of each document submitted and if certain clarification is required the same shall be furnished by the bidder without altering the NIT parameters.

1.25.2 The Purchaser shall check that the following documents and information have been

provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.

(a) Bid Form and Price Schedule, in accordance with ITB Sub-Clause 1.10;

(b) All the tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the tender enquiry document. The tenders, who do not the meet the basic requirements, are to be treated as unresponsive and ignored.

The following are some of the important points, for which a tender may be declared as unresponsive and liable to be ignored at initial stage or any point of time of processing:

(i) The Bid is unsigned.
(ii) The Bidder is not eligible.
(iii) The Bid validity is shorter than the required period.
(iv) The Bidder has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer.
(v) Bidder has not agreed to give the required performance security.
(vi) The goods quoted are sub-standard, not meeting the required specification etc.
(vii) Against the schedule of Requirement (incorporated in the tender enquiry), the tenderer has not quoted for the entire requirement as specified in that schedule and in the prescribed formats.
(viii) The tenderer has not agreed to essential condition(s) incorporated in the tender enquiry.
(ix) The tenderer fails to timely respond to query/clarification sought by the Purchaser during the tender evaluation.
(x) Bid submitted by the Indian agent of the foreign Principal, who are not authorized by their OEM will be rejected.

1.26. Responsiveness of Bids

1.26.1 Prior to the detailed evaluation, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause**, a substantive responsive bid is one, which conforms to all terms and condition of the bidding documents without material deviations, reservations or omissions.**

A material deviation, reservation or omission is one that:
(a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
(b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
(c) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
1.26.2 The purchasers' determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
1.26.3 **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 material deviation, reservation or omission.**

1.27. Non-Conformity, Error and Omission

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

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

1.27.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

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

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the
amount in figures shall prevail subject to (a) and (b) above.

1.27.4 Provided that a bid is substantially responsive, the purchaser may request that a bidder may confirm the correctness of arithmetic errors as done by the purchaser within a target date. In case, no reply is received then the bid submitted shall be ignored and its Bid Security may be forfeited.

1.28. Examination of Terms & Conditions, Technical Evaluation

1.28.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
1.28.2 The Purchaser can seek clarification from the supplier on his bid submitted, for arriving at a clear position; this will be without altering the NIT specifications. If needed, the Purchaser can also request for demo from the supplier without altering price bid submitted.
1.28.3 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 14, to confirm that all requirements specified in Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
1.28.4 If, after the examination of the terms and conditions and the technical evaluation, the
Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 26, it shall reject the Bid.

1.29. Conversion to Single Currency

1.29.1 To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to Indian Rupees at the selling exchange rate established by any bank in India as notified in the Newspapers on the **date of bid opening** in the case of single part bidding and the rates prevalent on **the date of opening of the Priced bids** in the case of two-part bidding. For this purpose, exchange rate notified in www.xe.com or www.rbi.org or any other website could also be used by the purchaser.

1.30. Evaluation and comparison of bids

1.30.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
1.30.2 To evaluate a Bid, the Purchaser may constitute a Technical Sub Committee which will use all the factors, methodologies and criteria defined in NIT. In order to arrive at a more clear position, it can also ask for physical or live demonstration of the quoted model from the bidder. For the demonstration CSIR-CIMFR will not bear any monetary/ documentary liability. The venue and date of demonstration will be intimated by the Purchaser.
1.30.3 The bids shall be evaluated on the basis of final landing cost which shall be arrived as under:

For goods manufactured in India.
(i) The price of the goods quoted ex-works including all taxes already paid.
(ii) VAT and other taxes like excise duty etc. which will be payable on the goods if the contract is awarded.
(iii) Charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination.
(iv) The installation, commissioning and training charges including incidental services, if any.

For goods manufactured abroad
(i) The price of the goods, quoted on **FCA (named place of delivery abroad) or FOB (named port of shipment),** as specified in the bidding document.
(ii) The charges for insurance and transportation of the goods to the port/place of destination.
(iii) The agency commission etc., if any.
(iv) The installation, commissioning and training charges including incidental services, if any.

1.30.4 (i) The comparison between the indigenous and the foreign offers shall be made on FOR destination basis and Ex-works/FoB/FCA basis respectively. However, the Ex-works/FoB/FCA prices quoted by any foreign bidder shall be loaded further as under:

-Towards custom clearance, insurance, freight movements, exchange rate fluctuations etc.-statutory levies on services essentially required for smooth delivery of the consignment from Airport to CSIR-CIMFR- 20% of the Ex-works/FOB/FCA value excluding applicable rates of IGST, if any.
(ii)The comparison between the indigenous and the foreign offers shall be made on FOR destination basis and CIF/CIP basis respectively. However, the CIF/CIP prices quoted by any foreign bidder shall be loaded further as under:

a) Towards customs duty , IGST and other statutory levies–as per applicable rates.
b) Towards custom clearance, inland transportation etc. - 2% of the CIF/CIP value.

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

1.30.5 In the case of Purchase of many items against one tender, which are not inter- dependent or, where compatibility is not a problem, normally the comparison would be made on ex works, (in case of indigenous items) and on FOB / FCA (in the case of imports) prices quoted by the firms for identifying the lowest quoting firm for each item.

1.30.6 Orders for imported stores need not necessarily be on FOB/FCA basis rather it can be on the basis of any of the incoterm specified in ICC Incoterms 2000 as may be amended from time to time by the ICC or any other designated authority and favorable to CSIR Labs/Institutes or Headquarters.

1.30.7 Wherever the price quoted on FOB/FCA and CIF/CIP basis are the same, the Contract would be made on CIF / CIP basis only.

1.30.8 The GCC and the SCC shall specify the mode of transport i.e. whether by air/ocean/road/rail.
1.31.1 The Purchaser shall compare all substantially responsive bids to determine the lowest evaluated bid, in accordance with ITB Clause 1.30.

1.32. Contacting the Purchaser

1.32.1 Subject to ITB Clause 1.24, 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.

1.32.2 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.

1.33. Post qualification

1.33.1 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 13.

1.33.2 The determination will take into account the eligibility criteria listed in the bidding documents and will be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.

1.33.3 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.

F- Award Of Contract

1.34 Negotiations

1.34.1 There shall not be any negotiation normally. Negotiations, if at all, shall be an exception and only in the case of items with limited source of supply. Negotiations shall be held with the lowest evaluated responsive bidder. Counter offers tantamount to negotiations and shall be treated at par with negotiations in the case of one time purchases.

1.35. Award Criteria

1.35.1 Subject to ITB Clause 37 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.

1.36. Purchaser's right to vary Quantities at Time of Award

1.36.1 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. Further, at the discretion of the purchaser, the quantities in the contract may be enhanced by 30% within the delivery period.

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

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

1.38. Notification of Award

1.38.1 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 and a **separate purchase order** shall follow through post. **Base upon the information provided by the bidder, the Purchase order/Award letter/Contract will include acknowledgement, delivery period, Inco-term, payment terms, Indian Agency Commission, country of origin, port of shipment, port of destination, mode of dispatch, banker's details & charges, penalty, warranty, installation, commissioning & training, freight forwarder-Indian/foreigner etc.**

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

1.38.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 1.41, the purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security.

1.39. Signing of Contract and submission of the PBG

1.39.1 Promptly after notification, the Purchaser shall send the successful Bidder the Agreement/ Purchase Order/contract.

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

1.39.3 Within 21 days of signing of the contract the Performance security (as specified in the Purchase Order/LoI/Agreement) should be submitted by the supplier, which will be confirmed from the issuing bank.

1.39.4 All the Bank Guarantees/Performance Bank Guarantees/Extended BG/PBGs will be verified from the issuing bank before release of any payment.

1.40. Order Acceptance/Acknowledgement

1.40.1 The successful bidder should submit Order acceptance **within 15 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 15.9 of ITB.

1.40.2 The order confirmation must be received within 15 days. However, the Purchaser has the powers to extend the time frame for submission of order confirmation and submission of Performance Security (PS). Even after extension of time, if the order confirmation /PS are not received, the contract shall be cancelled and limited tenders irrespective of the value shall be invited from the responding firms after forfeiting the bid security of the defaulting firm, where applicable, provided there is no change in specifications. In such cases the defaulting firm shall not be considered again for re-tendering in the particular case.

1.41. Performance Security

1.41.1 **Within 21 days of receipt of the notification** of award Agreement/ Purchase Order/contract, the Supplier shall furnish performance security in the amount specified in SCC, **valid till 60 days after the warranty period**. Alternatively, the PS may also be submitted at the time of release of final payment in cases where part payment is made against delivery & part on installation. The PS, where applicable, shall be submitted in advance for orders where full payment is to be made on Letter of Credit (LC) or on delivery. *The position for submission of Performance Security will be specified in the purchase order/LoI/Contract.* The BS should be kept valid till such time the PS is submitted.

1.41.2 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.

1.41.3 The Performance Security shall be **denominated in Indian Rupees** for the offers received for supplies within India and **denominated in the currency of the contract** in the case of offers received for supply from foreign countries.

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

1.41.5 The **Performance security** shall be in one of the following **forms**, preferably in FDR:-

(a) A Fixed Deposit Receipt pledged in favour of the Purchaser.
Or,
(b) A Bank guarantee or stand-by Letter of Credit issued by a Nationalized/Scheduled bank located in India or a Foreign bank with its operating branch in India in the form provided in the bidding documents.
Or
(c) A Banker's cheque or Account Payee demand draft in favour of the Purchaser.

1.41.6 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, without levy of any interest.

1.41.7 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.

1.41.8 The order confirmation should be received within 15 days from the date of notification of award. However,
the purchaser has the powers to extend the time frame for submission of order confirmation and submission of Performance Security (PS). Even after extension of time, if the order confirmation /PS are not received, the contract shall be cancelled and limited tenders irrespective of the value would be invited from the responding firms after forfeiting the bid security of the defaulting firm, where applicable provided there is no change in specifications. In such cases the defaulting firm would not be considered again for retendering in the particular case.

CHAPTER 2

CONDITIONS OF CONTRACT

A. GENERAL CONDITIONS OF CONTRACT
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2.1. Definitions

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

(a) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
(b) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
(c) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
(d) "Day" means calendar day.
(e) "Completion" means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
(f) "GCC" means the General Conditions of Contract.
(g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
(h) "Related Services" means the services incidental to the supply of the goods, such as transportation, insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
(i) "SCC" means the Special Conditions of Contract.
(j) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
(k) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
(l) The "Council" means the Council of Scientific & Industrial Research (CSIR), registered under the Societies Registration Act, 1860 of the Govt. of India having its registered office at 2, Rafi Marg, New Delhi-110001, India and the "Purchaser" means any of the constituent Laboratory/Institute of the Council situated at any designated place in India as specified in SCC.
(m) "The final destination," where applicable, means the place named in the SCC.

2.2. Contract Documents

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

2.3 Fraud and Corruption (same as contained under para 1.3)

2.4 Joint Venture, Consortium or Association

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

2.5. Scope of Supply

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

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

2.7 Contract price

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

2.8 Copy Right

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

2.9. Application

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

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

2.11. Use of Contract Documents and Information

2.11.1 The 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.

2.11.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated above except for purposes of performing the Contract.
2.11.3 Any document, other than the Contract itself, enumerated above shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

2.12. Patent Indemnity
2.12.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 12.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the

Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in India;
and
(b) the sale in any country of the products produced by the Goods.

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

2.13 Performance Security: (same as contained under para 1.41)

2.14. Inspections and Tests

2.14.1 The Supplier shall at its **own expense** and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC or as discussed and agreed to during the course of finalization of contract.

2.14.2 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**. The Technical Specifications and SCC shall specify what inspections and tests 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.

2.14.3 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.

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

2.14.5 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.

2.14.6 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at final destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.
2.14.7 The Supplier shall provide the Purchaser with a report of the results of any such test and /or inspection.

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

2.15. Packing

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

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

2.16. Delivery and Documents

2.16.1 Delivery of the Goods and completion and related services shall be made by the Supplier in accordance with the terms specified by the Purchaser in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
2.16.2 The terms FOB, FCA, CIF, CIP etc shall be governed by the rules prescribed in the current edition of the Inco-terms published by the International Chambers of Commerce, Paris.
2.16.3 The mode of transportation shall be as specified in SCC.

2.17. Insurance

2.17.1 Should the purchaser elect to buy on CIF/CIP basis, the Goods supplied under the Contract shall be fully insured in Indian Rupees against any loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in SCC.

2.17.2 Where delivery of the goods is required by the purchaser on CIF or CIP basis the supplier shall arrange and pay for Cargo Insurance, naming the purchaser as beneficiary and initiate & pursue claims till settlement, on the event of any loss or damage.

2.17.3 Where delivery is on FOB or FCA basis, insurance would be the responsibility of the purchaser. The Supplier will ensure that he will be handing over the damage-free equipment/item with export worthy packing to the freight forwarder of the Purchaser through an inspection note or any other agreed manner.

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

2.18. Transportation

2.18.1 Where the Supplier is required under the Contract to deliver the Goods **FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract price.**

Where the Supplier is required under the Contract to deliver the Goods **FCA**, **transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract price.**

2.18.2 Where the Supplier is required under the Contract to deliver the Goods **CIF or CIP**, transport of the Goods to the port of destination or such other named place of destination in the Purchaser's country, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

2.18.3 In the case of supplies from within India, where the Supplier is required under the Contract to transport the Goods to a specified destination in India, defined as the Final Destination, transport to such destination, including insurance and storage, as specified in the Contract, shall be arranged by the Supplier, and the related costs shall be included in the Contract Price.

2.19. Incidental Services

2.19.1 The supplier may be required to provide any or all of the services, if any, specified in SCC.

2.20. Spare Parts

2.20.1 The Supplier shall 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:
(i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
(ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.
(c) The Supplier shall provide the list of consumable or non consumable spare parts/accessories/optional items clearly indication whether or not covered under free warranty.

2.21. Warranty and AMC

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

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

2.21.3 Unless otherwise specified in the SCC, the warranty shall remain valid for **twelve (12) months** after the Goods, or any portion thereof as the case may be, have been accepted at the final destination indicated in the SCC. Chapter-4 of the NIT may be noted for further clarification.

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

2.21.4 Upon receipt of such notice, the Supplier shall, within a reasonable period of time, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

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

2.21.6 Goods requiring warranty replacements must be replaced on free of cost basis to the purchaser.
2.21.7 Bidders may note that the, additional cost of warranty, applicable after the standard warranty, should be quoted separately, as it will be included in the final price evaluation.
2.21.8 After completion of warranty period, if Purchaser wishes, he can enter into the Annual/comprehensive Maintenance Contract.
2.21.9 Bidders are also required to provide the AMC/CMC (as the case may be) cost in the Price Bid on annual basis for a period of minimum ten years, this charge will be included in the final price evaluation. In the final award letter/purchase order/agreement/LoI the AMC/CMC cost will be mentioned, but will be applicable and payable only after successfully completion of warranty period.

2.22. Terms of Payment

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

2.22.2 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 Delivery and document Clause of the GCC and upon fulfilment of other obligations stipulated in the contract.

2.22.3 Payments shall be made promptly by the Purchaser but in no case later than thirty (30) days after ***fulfilling all the terms and conditions of the purchase order with supporting documents***.

2.22.4 Payment shall be made in currency as indicated in the contract/Purchase Order.

2.23. Change Orders and Contract Amendments.

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

(a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
(b) The method of shipping or packing;
(c) The place of delivery; and/or
(d) The Services to be provided by the Supplier.
(e) The delivery schedule.

2.23.2 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.

2.23.3 No variation or modification in the terms of the contract shall be made except by written amendment signed by the parties.

2.24. Assignment

2.24.1 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.

2.25. Subcontracts

2.25.1 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 the original bid or later, shall not relieve the Supplier from any liability or duties or obligation under the Contract.

2.26. Extension of time

2.26.1 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.

2.26.2 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). 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.

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

2.27. Penalty clause

2.27.1 Subject to GCC Clause on Force Majeure, 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 or contract value for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the Percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of
the Contract pursuant to GCC Clause on Termination for Default. The SCC shall also indicate the basis for ascertaining the value on which the penalty shall be applicable clause or as per the decision of the Competent Authority based upon the merit of the case.

2.28. Termination for Default

2.28.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the 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 contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause on Extension of Time; 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 or collusive or coercive practices as defined in GCC Clause on Fraud or Corruption in competing for or in executing the Contract.

2.28.2 In the event the purchaser terminates the contract in whole or in part, he may take recourse to any one or more of the following action:
a) The Performance Security is to be forfeited;
b) The purchaser may procure, upon such terms and in such manner as it deems appropriate, stores similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract.
c) however, the supplier shall continue to perform the contract to the extent not terminated.

2.29. Force Majeure

2.29.1 Notwithstanding the provisions of GCC Clauses relating to extension of time, penalty and Termination for Default 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.

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

2.29.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof **within 21 days of its occurrence**. Unless otherwise directed by the Purchaser in writing, the 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.

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

2.30. Termination for Insolvency

2.30.1 The Purchaser may at any time terminate the Contract by giving written notice to the 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.

2.31. Termination for Convenience

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

2.31.2 The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
(a) To have any portion completed and delivered at the Contract terms and prices; and/or
(b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed
Goods and for materials and parts previously procured by the Supplier.

2.32. Settlement of Disputes

2.32.1 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.

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

2.32.3 The dispute settlement mechanism/arbitration proceedings shall be concluded as under:
(a) In case of Dispute or difference arising between the 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.

2.32.4 **The venue of the arbitration shall be the place from where the purchase order or contract is issued.**

2.32.5 Not withstanding any reference to arbitration herein,

(a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
(b) The Purchaser shall pay the Supplier any monies due the Supplier.

2.33. Governing Language

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

2.34. Applicable Law

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

2.35. Notices

2.35.1 Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by cable, telex, FAX, e-mail or and confirmed in writing to the other party's address specified in the SCC.
2.35.2 A notice shall be effective when delivered or on the notice's effective date, which ever is later.

2.36. Taxes and Duties

2.36.1 For goods manufactured outside India, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside India.
2.36.2 For goods Manufactured within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred till its final manufacture/production.
2.36.3 After implementation of GSTIN, the bills submitted by the bidders should state their own as well as CSIR-CIMFR GST number and required HSN code in their quotations, bills and references. While the bills are submitted there should a clear breakup of CGST, SGST and IGST. The bills will be raised in the name of "The Director, CSIR-Central Institute of Mining and Fuel research, Dhanbad".

2.36.4 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in India, the Purchaser shall make its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

2.37. Right to use Defective Goods

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

2.38. Protection against Damage

2.38.1 The system shall not be prone to damage during power failures and trip outs.
The normal voltage and frequency conditions available at site as under:
a) Voltage 230 volts – Single phase/ 415 V 3 phase (+_ 10%)
b) Frequency 50 Hz.

2.39. Site preparation and installation

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

2.40 Integrity Pact

As per directive of the CVC all organizations including CSIR labs./institutes have to adopt an Integrity pact(IP) to ensure transparency, equity and competitiveness in major Public procurement activities. The integrity pact envisages an agreement between the prospective bidders/vendors with the buyer committing the persons/officials of both the parties with the aim not to exercise any corrupt influence on any aspect of the contract. Only those bidders/vendors who are willing to enter in to such an integrity pact with the buyer i.e. CSIR or its Labs./institutes, would be competent to participate in the bidding. IP also envisages Panel of Independent External Monitors (IEMs) which shall be provided /recommended by CSIR/its labs and institutes & approved by CVC. The model format of integrity pact (IP) is at attached with the Techno-commercial document. Applicability of the IP will be on case to case basis and will be specifically mentioned for compliance. The SCC shall specify whether there is a need to enter into a separate integrity pact or not.

2.41 Discretion of Director, CSIR-CIMFR

The Director, CSIR-CIMFR, reserves the right to accept/reject any or all tenders either in part or in full or to split the order without assigning any reasons there for which will be binding and acceptable all participating bidders.

B. SPECIAL CONDITIONS OF CONTRACT

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

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Special conditions of contract (SCC)

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

GCC 2.1(l) The Purchaser is: **THE DIRECTOR, CSIR-CENTRAL INSTITUTE OF MINING AND FUEL RESEARCH (CIMFR), DHANBAD- 826015 (JHARKHAND) INDIA.**

GCC 2.1 (m) The Final Destination is: ***CIMFR STORES (unless otherwise mentioned in the Purchase Order/Contract)***

GCC 2.13.1 The amount of the Performance Security shall be*:* ***10% (ten perent) OF CONTRACT/ORDER VALUE VALID BEYOND TWO MONTHS OF THE WARRENTY PERIOD.***

GCC 2.14.1 The Inspection and Tests prior to shipment of Goods and at final acceptance are as follows :

PRE-DESPATCH INSPECTION: 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/ purchaser representative as specified in purchase order, prior to shipment to check whether the goods are in conformity with the technical specifications.
Manufacturer's test certificate with data sheet shall be issued to this effect and submit along with the delivery documents.
The purchaser reserves the options to be present at the supplier's premises during such inspection and testing.

Acceptance Test : 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.
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 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. 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.

Manuals together with 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. The Manuals and Drawings shall be in the ruling language (English) and in such form and numbers as stated in the Contract. **Unless and otherwise agreed,** the goods and equipment shall not be considered to be completed for the purposes of taking over until such Manuals and Drawing have been supplied to the Purchaser.

On **successful completion of acceptability test,** receipt of deliverables, etc. and after the **Successful Commissioning:** Purchaser is satisfied with the working of the equipment, the acceptance certificate signed by the Supplier and the representative of the Purchaser will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the equipment.

GCC 2.15.2 The marking and documentation within and outside the packages shall be:

a. Each package should have a packing list within it detailing the part No.(s), description, quantity etc.
b. Outside each package, the contract No., the name and address of the purchaser and the final destination should be indicated on all sides and top.
c. Each package should be marked as 1/x, 2/x, 3/x……x/x, where "x" is the total No. of packages contained in the consignment.
d. All the sides and top of each package should carry an appropriate indication/label/stickers indicating the precautions to be taken while handling/storage.

GCC 2.16.1 Details of Shipping and other Documents to be furnished by the Supplier are

For Goods manufactured within India

Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by registered post / speed post and copies thereof by FAX.
(a)Two copies of Supplier's Invoice indicating, *inter-alia* description and specification of the goods, quantity, unit price, total value;
(b)Packing list;
(c)Certificate of country of origin;
(d)Insurance certificate, if required under the contract;
(e)Railway receipt/Consignment note;
(f)Manufacturer's guarantee certificate and in-house inspection certificate;
(g) Inspection certificate issued by purchaser's inspector, if any and
(h) Any other document(s) as and when required in terms of the Purchase Order / Contract.

Note: 1.The nomenclature used for the item description in the invoices(s), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s)

2. The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses/ any delay/ any penalty.

(xvii) For Goods manufactured abroad: Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by Registered Post/courier and copies thereof by FAX/ scan copies all requisite documents through e-mail under intimation over phone/ e-mail to the purchaser, Bankers, insurance provider and Purchaser's freight forwarder & clearing agent.
(i) Two copies of supplier's Invoice giving full details of the goods including quantity, value, etc.;
(ii) Packing list;
(iii) Certificate of country of origin;
(iv) Manufacturer's guarantee and Inspection certificate;
a) Inspection certificate issued by the Purchaser's Inspector, if any;
b) Insurance Certificate, if required under the contract/ Purchase order;
c) Name of the Vessel/Carrier;
d) Bill of Lading/Airway Bill;
(v) Port of Loading;
a) Date of Shipment;
b) Port of Discharge & expected date of arrival of goods and
c) Any other document(s) as and when required in terms of the contract/Purchase Order.

Note: 1.The nomenclature used for the item description in the invoices(s), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract/ Purchase Order . The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s)
2. The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses/ demurrage/ additional expenses.

GCC 2.16.3 In case of supplies from within India, the mode of transportation shall be by Air/Rail/Road. In case of supplies from abroad, the mode of transportation shall be by Air/ocean. (Confirm only *one in bid/quotation which is applicable).*

GCC 2.17.1 The **Insurance s**hall be for an amount equal to 110% of the CIF or CIP value of the contract from within **"Source warehouse to warehouse (final destination)"** on "all risk basis" including strikes, riots and civil commotion. Insurance cost from **"Source warehouse to CIMFR- Stores will be taken account at the time of evaluations.**

GCC 2.19.1 The incidental services (transportation, insurance, installation, training and initial maintenance and other such obligations if any) to be provided are as under:
1.
2.
3……
The cost shall be included in the contract
GCC 2.21.3 The period of validity of the Warranty shall be: **MINIMUM STANDARD WARRANTY ONE YEAR FROM THE DATE OF INSTALLATION/COMISSIONING/ FINAL ACCEPTANCE BY THE USER. MAXIMUM WARRENTY WILL BE APPLICABLE (IF MENTIONED CATEGORICALLY IN THE TENDER DOCUMENTS)**

2.22.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Commercial terms

Payment for Goods supplied from abroad: LETTER OF CREDIT OR OTHERWISE STATED IN THE PURCHASE ORDER
Payment of foreign currency portion shall be made in *currency stated in the Contract/Purchase Order* in the following manner:

(xxiii) On Shipment and confirmation of the receipt of consignment in good condition : **EIGHTY PERCENT(80%) percent of the Contract Price of the Goods shipped shall be paid through irrevocable letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 2.16.**
(xxiv) On Acceptance: TWENTY PERCENT (20%) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods and successful installation & commissioning and upon submission of claim supported by the acceptance certificate and fulfilling the terms and conditions of the purchase order/agreement/LoI with supporting documents issued by the Purchaser along with the verification of Performance security of 10% Contract/Purchase order value (if mentioned in contract/Purchase order).

The L/C will be confirmed at the suppliers cost, if requested specifically by the supplier. All bank charges abroad shall be to the account of the beneficiary i.e. supplier and all bank charges in India shall be to the account of the opener i.e. purchaser. Any discrepancy charges by the banker will be payable by the beneficiary. If L/C is requested to be extended/ reinstated for reasons not attributable to the purchaser, the charges thereof would be to the suppliers' account. Payment of local currency portion shall be made in Indian
Rupees within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed. The LC for 100% value of the contract shall be established after deducting the agency commission payable if any, to the Indian agent from the FOB/FCA value.

Payment for Goods and Services supplied from India:

Payment for Goods and Services supplied from within India shall be made in Indian Rupees, as follows:
100 % against installation ,commissioning, final acceptance of user and fulfilling the terms and conditions of the purchase order with supporting documents issued by the Purchaser subject to submission of performance security of 10% Contract/Purchase order value (if mentioned in contract/Purchase order).

GCC 2.27.1 **The penalty shall be: 1% per week or part of a week towards late delivery and towards delay in installation and commissioning.**

GCC 2.27.1 **The maximum amount of liquidated damages shall be: 10% of the order value for late delivery and delay in installation and commissioning.**

The liquidated damages shall be levied on the delivered price of the delayed Goods or unperformed Services of the contract/Purchase Order value.

GCC 2.34.1 The place of jurisdiction/arbitration is **DHANBAD**.

GCC 2.35.1 For notices, the **Purchaser's address is-**
Kind Attention: **STORES AND PURCHASE OFFICER**
Address for correspondence: **CENTRAL INSTITUTE OF MINING AND FUEL RESEARCH, BARWA ROAD, DHANBAD- 826015 (JHARKHAND) INDIA.**
Telephone: **0326-2296030**
Facsimile number: **+913262296030**
Electronic mail address *:* ***spo.cimfr@rediffmail.com***
GCC 2.40 The integrity pact clause applicable(if the value on contract/Purchase Order is Rupees Three crores or more, and in such cases it will be specifically mentioned in the Award Letter/Contract/Purchase Order.)

CHAPTER-3

Contract form

(Applicable only to the successful bidder)

Contract No. _____ Date:_____
THIS CONTRACT AGREEMENT is made
the *[insert: number]* day of *[insert: month], [insert: year]*.
BETWEEN
(1) The Council of Scientific & Industrial Research registered under the Societies Registration Act 1860 of the Government of India having its registered office at 2, Rafi Marg, New Delhi-110001, India
represented by _____*[insert complete name and address of Purchaser* (hereinafter called "the Purchaser"), and
(2) *[insert name of Supplier],* a corporation incorporated under the laws
of *[insert: country of Supplier]* and having its principal place of
business at *[insert: address of Supplier]* (hereinafter called "the
Supplier").
WHEREAS the Purchaser invited bids for certain Goods and ancillary services,
viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the
Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency(ies)]* (hereinafter called
"the Contract Price").
NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:
1. In this Agreement words and expressions shall have the same meanings as
are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the
Purchaser and the Supplier, and each shall be read and construed as an
integral part of the Contract:
(a) This Contract Agreement
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(b) Special Conditions of Contract
(c) General Conditions of Contract
(d) Technical Requirements (including Schedule of Requirements and
Technical Specifications)
(e) The Supplier's Bid and original Price Schedules
(f) The Purchaser's Notification of Award
(g) *[Add here any other document(s)]*
3. This Contract shall prevail over all other Contract documents. In the event
of any discrepancy or inconsistency within the Contract documents, then
the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the
Supplier as hereinafter mentioned, the Supplier hereby covenants with the
Purchaser to provide the Goods and Services and to remedy defects therein
in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the
provision of the Goods and Services and the remedying of defects therein,
the Contract Price or such other sum as may become payable under the
provisions of the Contract at the times and in the manner prescribed by the
Contract.
IN WITNESS whereof the parties hereto have caused this Agreement to be
executed in accordance with the laws of Union of India on the day, month and

year indicated above.
For and on behalf of the Council of Scientific & Industrial Research
Signed: *[insert signature]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*
Signed: *[insert signature]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier
Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

II- Acceptance certificate form

(Applicable only to the successful bidder)

(To be filled: when the equipment is installed at Purchaser's site in the presence of supplier's representatives)

No. Dated:

M/s _____
_____
_____

Sub: Certificate of commissioning of equipment (Computer/Server, etc.)

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

The same has been installed and commissioned.

(a) Contract No. _____Date_____
(b) Description of the equipment_____
(c) Name of the consignee_____
(d) Scheduled date of delivery of the consignment to the Lab./Instts._____
(e) Actual date of receipt of consignment by the Lab./Instts._____
(f) Scheduled date for completion of installation/commissioning_____
(g) Actual date of completion of installation/commissioning_____
(h) Penalty for late delivery(at Lab./Instts. level)Rs._____
(i) Penalty for late installation (at Lab./Instts. level Rs._____
Details of accessories/items not yet supplied and recoveries to be made on that account:

Sl. No. Description Amount to be recovered

1. The acceptance test has been done to our entire satisfaction.
The supplier has fulfilled his contractual obligations satisfactorily
or
The supplier has failed to fulfill his contractual obligations with regard to the following:
(a)……
(b) ……..…
(c)……
(d)……...

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

For Supplier
Signature…… For Purchaser
Name……. Signature
Designation…… Designation
Name of the firm…… Name of the Lab/Instt
Date……. Date

III- PERFORMANCE SECURITY FORM

(Applicable only to the successful bidder)

To:_____(Name of Purchaser)
WHEREAS_____(Name of Supplier) hereinafter called "the Supplier" has undertaken, in pursuance of Contract No. _____ dated _____ 2007 to supply _____ (Description of Goods and Services) hereinafter called "the Order" AND WHEREAS it has been stipulated by you in the said order 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 order.

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 sum or sums within the limit of _____ (Amount 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 _____

Signature and Seal of Guarantors

Date
Address

All correspondence with reference to this guarantee shall be made at the following address:
_____
_____
_____
(Name & address of the lab)

Chapter-4 (Part-1: techno-commercial bid & Part-II: Price bid)

(PART-I)

Company Seal

(Techno-commercial bid letter- be given on the bidder/firm's letter head)

The Director
Central Institute of Mining & Fuel Research
P.O.DHANBAD, DISTT: DHANBAD
PIN - 826015, Jharkhand, INDIA

File reference No:_____

Subject : Submission of Techno-commercial Bid for_____.

Sir,

Having examined the bidding documents and agreeing to the terms and conditions including GCC & SCC mentioned in it, we, the undersigned, hereby submit the **Techno-commercial Bid** for supply of goods and services as per the schedule of requirements and in conformity with the said bidding documents.

We hereby offer to supply the **technical details** related to the Goods/Services as sought by the purchaser in this NIT .We do hereby undertake that, in the event of acceptance of our bid, the supply of Goods/Services shall be made as stipulated in the schedule to the Bid document and that we shall perform all the incidental services.

In case of any **technical clarification or/and demonstration** sought by the purchaser to arrive at the clear position, we will provide the same without altering our price bid and without any monetary /documentary liability on CSIR-CIMFR. On demand by CSIR-CIMFR, we shall furnish the original document/certificate submitted with this quotation for the purpose of verification we understand that its mis-match can lead into rejection of our bid at any level of the concerned procurement process.
We enclose herewith the complete Techno-commercial Bid in the prescribed tender format as per your requirement. This includes:

(1) Techno-commercial Bid Letter
(2) Integrity Pact
(3) Bidder's information form
(4) Manufacturer's authorization form
(5) Bid security/EMD form
(6) Performance statement form
(7) Specifications and allied technical details
(8) Deviation form (technical)
(9) Service support details form
(10) Qualification requirements
(11) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.
(12) Documents establishing goods eligibility and conformity to the bidding documents.
(13) DGS&D registration certificate in case the item(s) under procurement fall(s) under the restricted category of the current export-import policy of government of India (if applicable)
(14) Statement for deviations from technical terms and conditions.

We agree to abide by our offer for a period of ***One Hundred Eighty (180) days*** from the date fixed for opening of the bid documents and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and condition of the bid document and we do hereby undertake to supply as per these terms and conditions. The Technical Deviation are only those mentioned in the statement of deviation from technical terms and conditions. We have enclosed the check-list.

We do hereby undertake, that until a formal work order is prepared and executed, this bid, together with your written acceptance thereof and placement of letter of intent awarding the work order, shall constitute a binding contract between us.

1. Bidder's Legal Name *[insert Bidder's legal name]*

2. In case of JV, legal name of each party: *[insert legal name of each party in JV]*
3. Bidder's actual or intended Country of Registration: *[insert actual or intended Country of Registration]*
4. Bidder's Year of Registration: *[insert Bidder's year of registration]*
5. Bidder's Legal Address in Country of Registration: *[insert Bidder's legal address in country of registration]*

All corrections/deletions should invariably be duly attested by the person authorized to sign the bid document).

Dated this day of_____ Signature of Bidder

Details of enclosures

Full Address:
Telephone No.
Telegraphic Address:
E-mail:

COMPANY SEAL

Check List- (Techno-commercial Bid) Part-I

Information furnished in requisite formats is correct and updated-

S.N.	Document	Enclosed with the bid (Yes/No)	If yes, Page No is-
1	Bidder's information form		
2	Manufacturer's authorization form		
3	Bid security/EMD		
4	Performance statement form		
5	Specifications and allied technical details		
6	Deviation form (technical)		
7	Service support details form		
8 (a)	Qualification Requirements- Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract		

	if its bid is accepted.		
(b)	Documents establishing goods eligibility and conformity to the bidding documents		
(c)	Valid registration certificate in case the item(s) under procurement fall(s) under the restricted category of the current export-import policy of government of India (if applicable)		
9	Statement for deviations from technical terms and conditions.		
10 (a)	Techno-commercial Capability: Copy of the Last Audited Balance Sheet of the company		
(b)	Income Tax Registration Certificate/PAN No. and latest Income Tax Clearance Certificate		
(c)	Proof of Manufacturer's authorization Photocopy of Warranty Service Provider Agreement between the manufacturer and the Service Provider.		
(d)	Details of Local service centers (Nearest place to the Purchaser)		
(e)	Photocopy duly attested of valid Certificate of Authorization issued to Indian Agents by the foreign principals, if quoting on their behalf.		
11. (a)	Experience and Technical Capacity: Performance statement in enclosed format: Past experience towards supply of **similar** Scientific equipment in other CSIR Labs/ Institutions/ Govt. org./ Govt. research Laboratory/ Govt. University/ Autonomous body/ PSU / Govt. Academics with contact detail & address .		
(b)	Client list with contact detail, responsive phone No., e-mail & address		
(c)	Product rage of **similar** Scientific Equipment/ Plant for research and development process.		

(d)	Copies of relevant work orders		
(e)	Details of supplies of identical or similar equipment made to other CSIR labs/ Institutions for the preceding three years together with price eventually or finally paid.		
12.	Any other relevant information		

Date & Signature of authorised person
Company seal

Technical Bid Forms

(To be carefully filled by the interested bidders and to be enclosed with the techno-commercial bid)

List of standard forms-
Table of Contents

Sl. No. Name

1. Bidder Information Form
2. Manufacturers' Authorization Form
3 Bid Security Form
4. Performance Statement Form
5. Specifications and allied technical details Form
6. Deviation Statement Form
7. Service Support Detail Form
8. Qualification Requirements (Pre-qualification criteria)

1. Bidder Information Form

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

Date: *[insert date (as day, month and year) of Bid Submission*]
Tender No.: *[insert number from Invitation for bids]*

1. Bidder's Legal Name *[insert Bidder's legal name]*
2. In case of JV, legal name of each party: *[insert legal name of each party in JV]*
3. Bidder's actual or intended Country of Registration: *[insert actual or intended Country of Registration]*
4. Bidder's Year of Registration: *[insert Bidder's year of registration]*

5. Bidder's Legal Address in Country of Registration: *[insert Bidder's legal address in country of registration]*
6. Bidder's Authorized Representative Information- Name: *[insert Authorized Representative's name]* Address: *[insert Authorized Representative's Address]* Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]* Email Address: *[insert Authorized Representative's email address]*
7. Attached are copies of original documents of: *[check the box(es) of the attached original documents]* Articles of Incorporation or Registration of firm named in 1, above in accordance with ITB sub clause 4.1 and 4.2.

Signature of Bidder _____
Name _____
Business Address

2. MANUFACTURERS' AUTHORIZATION FORM

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

Date: *[insert date (as day, month and year) of Bid Submission]*
Tender No.: *[insert number from Invitation For Bids]*

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

WHEREAS

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

We hereby extend our full guarantee and warranty in accordance with Clause 21 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

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

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

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

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

3. BID SECURITY /ERNEST MONEY DEPOSIT (EMD) FORM

Whereas M/S_____(hereinafter called the tenderer")

has submitted their offer dated _____
for the supply of _____

(hereinafter called the tender")

Against the purchaser's tender enquiry No._____
KNOW ALL MEN by these presents that WE _____
of _____ having our registered office at _____are bound unto _____(hereinafter called the "Purchaser")

In the sum of ----------

For which payment will 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 _____20_____.

THE CONDITIONS OF THIS OBLIGATION ARE:

1.(1) If the tenderer withdraws or amends, impairs or derogates from the Tender in any respect within the period of validity of this tender.

(2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-

2. (1) If the tenderer fails to furnish the Performance Security for the due Performance of the contract.

(2) Fails or refuses to accept/execute the contract.

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 the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including 45 days after the

period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

_____

(Signature of the authorized officer of the Bank)
Name and designation of the officer
Seal, name & address of the Bank and address of the Branch

4. PERFORMANCE STATEMENT FORM (past performances)

(For a period of last 3 years)

Name of the Firm…….

Order placed by (Address of the Purchaser)	Order No. and date	Description And quantity of the ordered equipment	Value of the order	Date of completion of the delivery as per contract	Date of actual completion of delivery	Remarks of late delivery if any	Has the equipment been installed satisfactory? (Documentary evidence)	Details of the Contact person (phone fax, email etc)

Signature and Seal of the manufacturer/Bidder…….
Place :
Date :

5. (A) Specifications and allied Technical details Form

Caution to all the bidders: Please note that this section of technical bid is vital for bid-evaluation. Information sought by the purchaser if not provided in the given formats may result into cancellation of the entire bid and the forfeiture of the EMD, and no correspondence may be made in this regard.

Please note : After Pre-Bid Conference scheduled for 22.01.2018 from 11:00 a.m. (IST) at CSIR-CIMFR the final specifications will be included and accordingly a revised NIT docum,ent will again be uploaded on our official website. Interested bidders are requested to submit their quotes accordingly.

Sl.	Technical Specifications/requirement	Comply	In case of

No.			Yes	No	'Yes' the same is indicated in Bid document page no(s).
	Parameters/features	**Desired specification**			

(B) Delivery Schedule

Schedule	Period
Expected delivery period	weeks from date of LC/purchase order whichever is applicable
Expected installation &commissioning	weeks after delivery
Expected Period of Demo/Trail run	weeks from installation

(C) Allied Technical Details-

S.N.	Allied technical details	Bidder's response
1.	Product catalogues/user manual/other informative material/sketches/drawings etc.	Enclosed (Yes/No) (Ensure that it should be up to date and page numbered)
2.	Country of origin,	
3.	Port of shipment	
4.	Banker's details	
5.	Free Warranty/Guarantee for a period of	
6.	Extended Warranty/Guarantee for a period of	
7.	Installation , commissioning & training,	
8.	Details of service provider for after sales/complaints etc.	
9.	AMC	
10.	Comprehensive AMC including spares	
11.	Details of accessories (if any)	
12.	List of non-consumables (if any)	
13.	List of consumables (if any)	
14.	Any other relevant detail	

6. DEVIATION STATEMENT FORM

1) The following are the particulars of deviations from the requirements of the Tender specifications:

Tender Clause/specifications	**Deviation**	**Remarks (including justification)**

Place:

Date:

Signature and seal of the
Manufacturer/Bidder

NOTE:

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

7. SERVICE SUPPORT DETAIL FORM

Sl. No.	Nature of training imparted	List of similar type equipments serviced in past three years	Details if the Contact person fax, phone, email etc.

*Documentary evidence should be enclosed.

Signature and Seal of the manufacturer/Bidder…….
Place :
Date :

8. Qualification requirements

(Pre-Qualification/Eligibility Criteria)

(a) Techno-commercial Capability: The Bidder shall attach **documentary evidences** that it meets the following financial requirement(s):

i. Copy of the Last Audited Balance Sheet of the company

ii. Income Tax Registration Certificate/PAN No. and latest Income Tax Clearance Certificate

iii. Proof of Manufacturer's authorization

iv. Photocopy of Warranty Service Provider Agreement between the manufacturer and the Service Provider.

v. Details of Local service centers (Nearest place to the Purchaser)

vi. Photocopy duly attested of Certificate of compulsory enlistment of Indian Agents of foreign principals with DGS&D if quoting on their behalf. Date of enlistment must be before the date of opening of tenders?

(b) Experience and Technical Capacity: The Bidder shall attach the documentary **evidences** to demonstrate that it meets the following experience requirement(s):

i. Performance statement in enclosed format: Past experience towards supply of **similar** Scientific equipment in other CSIR Labs/ Institutions/ Govt. org./ Govt. research Laboratory/ Govt. University/ Autonomous body/ PSU / Govt. Academics with contact detail & address .

ii. Client list with contact detail, responsive phone No., e-mail & address

iii. Product rage of **similar** Scientific Equipment/ Plant for research and development process.

iv. Copies of relevant work orders

v. Details of supplies of identical or similar equipment made to other CSIR labs/ Institutions for the preceding three years together with price eventually or finally paid.

(c) **Usage Requirement:** (By the Purchaser)- The Bidder shall attach documentary evidence to demonstrate that the GOODS it offers meet the usage requirement.

(d)The Bidder should be a manufacturer/authorized representative of a manufacturer who must have designed, manufactured, tested and supplied the equipment(s) similar to the type specified in the "Technical Specification". The MAF must be enclosed with the technical bid. 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.

(e) 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 of the Govt. of India are registered with DGS&D.

(f) To maintain sanctity of tendering system one Indian agent cannot represent two different foreign principals in one tender.

PART-II

Financial Bid Forms

(On the Letter Head of the firm submitting the Bid Document) (to be submitted in a separate envelope mentioning the details on it)

List of standard forms-

(1) Financial Bid Letter

(2) Price Schedule-
(i) For abroad items
(ii) for indigenous items

(3) Statement for deviations from financial terms and conditions.

1. Financial Bid Letter

The Director
Central Institute of Mining & Fuel Research
P.O.DHANBAD, DISTT: DHANBAD
PIN - 826015, Jharkhand, INDIA

Tender Reference No:
File reference No:

Subject : Price Bid for_____.

Sir,

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

We hereby offer to supply the Goods/Services at the prices and rates mentioned in the Financial Bid.

We do hereby undertake that, in the event of acceptance of our bid, the supply of Goods/Services shall be made as stipulated in the schedule to the Bid document and that we shall perform all the incidental services.

The prices quoted are inclusive of all charges including installation and commissioning charges in the Central Institute of Mining & Fuel Research Institute, Dhanbad or its units.

We enclose herewith the complete Financial Bid in the prescribed tender format as per your requirement in accordance with provisions contained under Para 1.11. This includes:

(1) Price Schedule- (Enclose whichever is applicable)
(i) Price Schedule for Goods being offered from ABROAD
(ii) Price Schedule for Goods being offered within INDIA
(2) Statement for deviations from financial terms and conditions.

We agree to abide by our offer for a period of ***One Hundred Eighty (180)*** days from the date fixed for opening of the bid documents and that we shall remain bound by a communication of acceptance within that time.
We have carefully read and understood the terms and condition of the bid document and we do hereby undertake to supply as per these terms and conditions. The Financial Deviation are only those mentioned in the statement of deviation from financial terms and conditions.

We do hereby undertake, that until a formal work order is prepared and executed, this bid, together with your written acceptance thereof and placement of letter of intent awarding the work order, shall constitute a binding contract between us.

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

All corrections/deletions should invariably be duly attested by the person authorized to sign the bid document).

Dated this day of_____ Signature of Bidder

Details of enclosures

Full Address:
Telephone No.
Telegraphic Address:
E-mail:

COMPANY SEAL

2. Price Schedule Form

(i) PRICE SCHEDULE FOR GOODS BEING OFFERED FROM ABROAD

Name of the Bidder_____
NIT Reference No._____
File Reference No._____

Sl.No.	Description/ Part No./ Make Model	Quantity	Unit Price (in foreign currency)	Total Amount (in foreign currency)
1.				
2.				
3…….				
Ex-Works Price-				
Packing, loading and inland freight				
*FCA (at port)				
Terminal charges, loading on vassal				
**FOB (name of port)				
Air freight & insurance up to destination port				
CIF				
Carrier charges & insurance up to final destination				
CIP				
Concessional Custom Duty (Against DSIR Certificate) IGST rate Duties/taxes/ clearance charges				
Transportation charges up to CIMFR Stores				
Chargeable weight/Gross weight of consignment				
Indian agency Commission (%)				
Installation & Commissioning charges				
Training charges, if any				
Additional Warranty Charges, if any				
Annual Maintenance Charges, if any				

***&** Mandatory requirement**

Total Bid price
_____

in words_____

Note:.

Total Bid price in foreign currency _____

(a) Indian agents name & address _____ in words.

(b) Installation, commissioning & training charges, if any _____

(c) Cost of Spares _____

(d) The Indian agent's commission shall be paid in Indian Rupees only based on the Exchange Rate prevailing on the date of negotiation of documents in accordance with clause 22.1 of GCC.

(e)Banker's details such as- Name of account holder, Account Number, Name of Bank, Branch code, RTGS code, NEFT code, SWIFT code, MICR Code etc.

(f) The Price schedule of optional items shall be indicated in a separate sheet in the same Performa.

Signature of Bidder

Name

Business Address_____

3. PRICE SCHEDULE FOR GOODS BEING OFFERED WITHIN INDIA

Name of the Bidder_____

NIT Reference No._____

File Reference No._____

.

Sl.No.	Description/ Part No./ Make Mode*	Quantity	Unit Price (in INR)	Total Amount (in INR)
1.				
2.				
3…….				
Ex-Works Price-				
Packing & forwarding				
FOR (CIMFR Stores)				
GST/IGST (their rate(s)as the case may be, clearly specified)				
Transportation				
Insurance up to Destination /handover (in case of fabrication)				
Installation & Commissioning charges				
Training charges				
Additional Warranty Charges				
Annual Maintenance Charges				

*(On the basis of the technical specifications submitted)

Total Bid price _____

in words_____

Note :

(a) The Price schedule of optional items shall be indicated in a separate sheet in the same Performa.
(b) Cost spare parts may be indicated separately

Signature of Bidder
Name _____
Business
Address_____

(iii) STATEMENT OF FINANCIAL DEVIATIONS

Following are the financial deviations and variation(s) from the exceptions to the specifications and documents for the Bid document. These deviation(s) and variation(s) are exhaustive.
Except these deviation(s) and variation(s), the entire work shall be performed as per your specifications and documents.

Sl No.	Section No.	Clause No.	Statement of Deviations / Variations

S. No. Section No. Clause No. Statement of deviation(s) and variation(s)

Signature of the bidder
Name:
Place:
Date:
Address:
Company Seal