सीएसआईआर - केन्द्रीय खनन एवं ईंधन अनुसंधान संस्थान (सिंफर)
CSIR-CENTRAL INSTITUTE OF MINING & FUEL RESEARCH (CIMFR)
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क्रय निविदा सं०/ PUR NIT NO- CIMFR/PUR-14(09)2020 दिनाँक/ Date: 04.08.2020

खुली निविदा/ Open tender
निविदा हेतु आमंत्रण/ Notice Inviting Tender

निदेशक, सीएसआईआर-सिंफर, धनबाद नीचे वर्णित सामग्री हेतु मूल उपकरण विनिर्मातों के वितरक और अधीन प्राधिकृत भारतीय एजेंटों (यदि हो), को निम्नलिखित मद हेतु द्वि-पद्दती के आधार पर ई- निविदा जमा करने हेतु आमंत्रित करते हैं। संबन्धित दस्तावेज़ हमारी वैबसाइट www.cimfr.nic.in तथा https://etenders.gov.in/eprocure/app पर उपलब्ध है / Director, CSIR-CIMFR, Dhanbad invites original equipment manufacturers' branch, their authorized distributors and Indian agents, if any for submitting their online quotations in two bids system. For complete NIT document, kindly refer to our website www.cimfr.nic.in and https://etenders.gov.in/eprocure/app

क्रम सं०/ S. No.	सामग्री विवरण/ Item Details	मात्रा/ Qty.
1.	पोर्टेबल मॉड्यूलर मल्टी-मॉनिटरिंग सिस्टम/ Portable Modular Multi-Monitoring System. बोली प्रतिभूति की जगह पर बोली प्रतिभूति उद्घोषणा की माँग की जाती है / Bid Securing declaration is required instead of Bid security/ EMD for this case. ई-टेंडर आई डी/ e-tender id: 2020_CSIR_54371_1 **Detailed specifications at - 5. Specifications and allied Technical details Form** *For any technical queries contact:- Dr. Bhanu Pandey, Scientist, Mob: 9453775322, e-Mail- bhanu@cimfr.nic.in, bhanubot@gmail.com	एक/ one

कृपया ध्यान दें/ *Please note-*

1- निविदा खोलने का स्थल : सीएसआईआर-केन्द्रीय खनन एवं ईंधन अनुसंधान संस्थान , बरवा रोड, धनबाद झारखंड, भारत होगा/ CSIR-CIMFR, Barwa Road, Dhanbad (Jharkhand) India, will the venue of bid opening.
2- निविदा जमा करने की अंतिम तिथि व समय/ Last Date & time for online bid submission: **22.09.2020/ 11:00 a.m. (IST).**
3- तकनीकी निविदा खोले जाने की तिथि व समय / Date & time for opening of techno-commercial bids: **23.09.2020/ 11:00 a.m. (IST).**

4. इच्छुक बोलीदाता उपरोक्त विषय की 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.

5. 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 online 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.

6. सीएसआईआर-सिंफर के मांगे जाने पर बोलीदाताओं को अपनी निविदा में संलग्न किये किसी प्रपत्र/ प्रमाण-पत्र को मूलरूप 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.

7. ऑनलाइन निविदा प्रपत्र, जमा करने की अंतिम तिथि व समय के भीतर यथापूर्व अपलोड हो जाना चाहिए। संस्थान विलंब/ देरी/ तकनीकी दोष/ वैबसाइट कंजेशन के कारणों से निविदापत्रों के अपलोड न होने के प्रति उत्तरदाई नहीं होगा / The online bids must be uploaded well

before the last date & time for submission of online e tender. Institute will not be responsible for any cause of non-submission of the online bids due to technical fault/ website congestion / Late/ Delay.

8. यदि बोलीदाता एक से अधिक मदों के लिए अपनी निविदा जमा करना चाहता है तो उसे हर मद के लिए अलग से निविदा प्रपत्र जमा करना होगा, जिन पर स्पष्टतौर से मिसिल संख्या व मद संबंधी विवरण अंकित होना चाहिए। निविदा प्रपत्र फ़र्म के लेटरहैड पर स्पष्टतौर 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 letter-head of the firm. If any cutting is there, it should be duly certified.

9. सभी ई-निविदाएँ निर्दिष्ट बोली प्रतिभूति उद्घोषणा पत्र (ईएमडी डिक्लेरेशन) के साथ निर्धारित समय व तिथि के भीतर जमा हो जानी चाहिए। ईएमडी डिक्लेरेशन लेटर फॉरमैट इस निविदा पत्र के साथ संलग्न है। नियत समय व तिथि पर निविदाएँ खोली जाएंगी। बोलीदाता अथवा उनके प्राधिकृत प्रतिनिधि यदि चाहें, तो निविदा खुलने के समय व तिथि पर मौजूद रह सकते हैं। किसी कारणवश, यदि ई-निविदा जमा करने या खुलने की तिथि पर अवकाश अथवा कार्यालय बंद रहता है, तो निविदाएँ खोलने का समय अगले कार्यदिवस में उसी नियत समय होगा/ All bids must be accompanied by a bid securing declaration (EMD declaration) as specified above and must be submitted on or before the date and time indicated above. EMD declaration is attached with this NIT. Online 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.

10. एमएसई, मेक इन इण्डिया एवं स्टार्ट -अप फर्म्स इस ई-निविदा में भाग लेने हेतु आमंत्रित हैं। उन्हे ईएमडी , यदि कोई हो , व टर्नओवर मानदंडों में छूट है परंतु तकनीकी विशिष्टताओं व आवश्यकताओं को पूर्ण करना अनिवार्य होगा। उनके सन्दर्भ में भारत सरकार के अधिनियम लागू होंगे/ MSE, Make In India and Start-up firms are invited to participate in this e-tender. These firms are exempted from submitting of EMD, if any, and turnover criteria. But they have to comply with the specifications and technical parameters. The Govt. of India rules are applicable for the MSE, Make in India and Start-up firms.

11. बोलीदाता यह भली-भाँति सुनिश्चित कर लें कि उनके द्वारा जमा किया गया निविदा प्रत्र इस कार्यालय द्वारा की गई, चाही गई अहर्ताओं व मांगी गई समस्त जानकारियों को निर्धारित प्रपत्रों को 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 निविदा प्रपत्र 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 page numbered with index, signed and stamped by the authorized signatory of the bidder.

12. बोलीदाताओं को सचेत किया जाता है कि वे निविदा प्रपत्र में चाही गई तकनीकी-वाणिज्यक निविदा (भाग-I) से संबन्धित समस्त सूचनाएँ एवं मूल्य संबन्धित मद / सेवा वार विवरण मूल्य निविदा (भाग- II) में स्पष्टरूप से अंकित क रें/ Bidders are cautioned to provide the complete and clear information as per the prescribed formats sought in the techno-commercial (Part-I) and showing the price break-up in Price bid (Part-II) of this NIT.

13. बोलीदाताओं को चाहिए कि वे मूल्य बोली (प्राइस बीड- भाग-II) में अपनी दरें मांगे गए आधार पर प्राइस शेड्डल प्रारूप पर भर कर दें। मूल्यांकन, न्यूनतम मूल्यांकित बोली आधार पर किया जाएगा जिसका उल्लेख मूल्य निविदा में किया गया है/ The Bidders are required to submit their Rates as directed in Price Schedule format. Evaluation shall be made on the LQ-1, which has been stated in the Price Bid section of NIT.

14. बोलीदाताओं को इस संस्थान में होने वाली खरीद प्रक्रिया में सीएसआईआर के क्रय नियमों की 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 manual (available at www.csir.res.in) with complete transparency and honesty, violation can lead into rejection at any level of the procurement process.

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

NIT Document File No.- CIMFR/PUR-14(01)2020

INSTRUCTIONS TO BIDDER FOR SUBMITTING THE ON-LINE BIDS (*To be read carefully by the interested bidders)*

1. Tender documents may be downloaded from Central Public Procurement Portal https://www.etenders.gov.in. Aspiring bidders who have not enrolled/ registered in e-procurement should enrol/ register before participating through the website https://www.etenders.gov.in. The portal enrolled is free of cost. Bidders are advised to go through the instructions provided at "instructions for online bid submission".

2. Tenderers can access tender documents on the website (for searching in the NIC site https://www.etenders.gov.in, kindly go to Tender Search option, select tender type and select Council of Scientific and Industrial Research in organization tab and select CSIR-CIMFR, Dhanbad in department type. Thereafter, click on "Search" button to view all CSIR-CIMFR, Dhanbad tenders). Select appropriate tender and fill them with all relevant information and submit the completed tender document online on the website https://www.etenders.gov.in.

3. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: https://etender.gov.in/eprocure/app.

REGISTRATION-

4. Bidders are required to enroll on the e-procurement module of the Central Public Procurement Portal (URL: https://etender.gov.in/eprocure/app) by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal is free of charges.

5. As part of the enrolment process, the bidder will be required to choose a unique username and assign a password for their accounts.

6. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

7. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/ nCode/ eMundra etc.), with their profile.

8. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.

9. Bidder then in to the site through the secured log-in by entering their user ID/ password and the password of the DSC/ e-Token.

SEARCHING FOR TENDER DOCUMENTS-

10. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

11. Once the bidders have selected the tenders they are interested in, they may download the required documents/ tender schedules. These tenders can be moved to the respective 'My Tender' folder. This would enable the CPP Portal to intimate the bidders through SMS/ e-mail in case there is any corrigendum issued to the tender document.

12. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

PREPARATION OF BIDS-

13. Bidder should take into account any corrigendum published on the tender document before submitting their bids.

14. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

15. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and generally, they can be in PDF / XLS /RAR/ DWF /JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned documents.

16. To avoid the time and effort required in uploading the same set of slandered documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g PAN card copy, annual reports, auditor certificate etc.) has been provided to the bidders. Bidders cab use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part Technical Bid.

SUBMISSION OF ONLINE BIDS-

17. Bidder should log into the site well in advance for bid submission so that they can upload the online bid in time i.e. on or before the bid submission time. Bidders will be responsible for any delay due to other issues.

18. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

19. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidder, opening of bids etc. The bidders should follow this time during bid submission.

20. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

21. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

22. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

23. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

24. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

25. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender of the relevant contact person indicated in the tender.

26. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

27. Tenderer are advised to follow the instructions provided in the 'Instructions to the Tenderer for the e-submission of the bids online through the central Public Procurement Portal for e Procurement Portal for e Procurement https://www.etenders.gov.in

CHAPTER 1

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A. Introduction

1.1. Eligible bidders

1.1.1 This Invitation for Online bids is open to all suppliers to submit their online bids through https://etenders.gov.in/eprocure/app

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 Online bids.

1.2. Cost of Online bidding

1.2.1 The bidder shall bear all costs associated with the preparation and submission of its online bid, and "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the online 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 online bidders, with or without the knowledge of the purchaser, designed to establish online 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 Online bidding Documents

1.4. Cost of Online bidding Documents

1.4.1 Interested eligible bidders will download the **online bidding documents from** https://etenders.gov.in/eprocure/app **as** indicated in the Invitation for Online bids/e-ender/ e-NIT **at free of cost.**

1.5. Content of Online bidding Documents

1.5.1 The goods required, online bidding procedures and contract terms are prescribed in the online bidding documents which should be read in conjunction. The online bidding documents, apart from the **invitation for online 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 (online Technical bid)
(1) Bidder's information form

(2) Manufacturer's authorization form
(3) Bid securing Declaration/ EMD Declaration form as indicated in the e-tender
(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 online bid and is qualified to perform the contract if its online bid is accepted.
(10) Documents establishing goods eligibility and conformity to the online bidding documents.
(11) Valid certificate in case the item under procurement falls under the restricted category of the current export-import policy of the Govt. of India.

Part-II (online Financial bid)-

to be submitted with required captions/markings on it.

(1) Financial forwarding letter
(2) Price schedule form-
(a) 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 online bidding documents. Failure to furnish all information required by the online bidding documents or submission of a online bid not substantially responsive to the online bidding documents in every respect will be **at the bidder's risk and may result in rejection of his online bid.**

1.6. Clarification of online bidding documents

1.6.1 A prospective bidder requiring clarification, if any, of the Online bidding Documents shall contact the Purchaser through 'seek clarification' on Tender Management of Government e-Procurement Portal https://etenders.gov.in/eprocure/app ,as well as also an e-mail to SPO should be sent within the stipulated date stated in e-tender.

1.7. Corrigendum to the Online bidding Documents

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

1.7.2 Corrigendum, if any, to the online tender will be separately indicated in the e- procurement portal https://etenders.gov.in/eprocure/app

1.7.3 In case of corrigendum to the e-tender, the Purchaser, at its discretion, may extend the deadline for the submission of online bids.

1.7.4 Before submission of the bids the bidder is required to ensure that corrigendum if any, has to be incorporated in his online bid documents.

C. Preparation of Online bids

1.8. Language of Online bid

1.8.1 The online bid prepared by the bidder, as well as all correspondence and documents relating to the online 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 Online bid

1.9.1 The online bid prepared by the bidder shall also include the following documents in the prescribed formats-

(a) Bidder Information Form
(b) Online bid security as specified in the Invitation to Online 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 online bid and is qualified to perform the contract if its online bid is accepted.
(h) Online bid form.
(i) Documents establishing goods eligibility and conformity to online bidding documents.
(j) Applicable Price Schedule Form.

1.10. Online bid form and price schedule

1.10.1 The bidder shall complete the Online bid Form and the appropriate price schedule form furnished in the online 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 required information.

1.11. Online bid Prices

1.11.1 The bidder shall indicate on the appropriate **price schedule** form, the unit prices and total online 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.

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

1.11.4 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 online bid.

1.11.6 If GST on INR invoice is applicable then concessional GST Certificate against DSIR Registration will be issued by the Institute.

1.12. Bid Currencies

1.12.1 Prices shall be quoted in Indian Rupees only for offers received for supply within India.

1.13. Documents Establishing bidder's Eligibility and qualifications

1.13.1 The bidder shall furnish, as part of his online bid, documents establishing the bidders' eligibility and qualification to perform the contract if the online bid is accepted. The documentary evidence of the bidders qualification to perform the contract if the online bid is accepted shall establish to the purchasers satisfaction that;

(a) The bidder meets the qualification criteria listed in online 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 online 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 Online bids shall not be accepted.**

1.14. Documents Establishing Goods' Eligibility and Conformity to Online 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 online bidding document, the documentary evidence of conformity of the goods and services to the online 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, pre requisites/ utility materials 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 online 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 online 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 (BS)/Bid Securing Declaration (BSD) - whichever is applicable

1.15.1 If Bid Security is required then- The bid security should be valid for minimum 45 days beyond the validity of the online bid. Bid Security/ 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. In case BSD is required then- Bid Securing Declaration/ EMD Declaration shall be in the form given should be attached with the techno-commercial bid documents (online).

1.15.2 In case of non-submission of the appropriate Bid Securing Declaration with the techno-commercial bid, the bid will summarily be rejected.

1.15.3. The firms registered with DGS&D, NSIC, MSE, Start-up, Make in India, Govt. Public Undertakings, Central Autonomous Bodies and with the CSIR Labs./ Institutions, if any, are exempted from Bid Securing Declaration provided such registration includes the item they are offering which are manufactured by them and not for selling products manufactured by other companies. The bidder must submit copy of valid registration in the support of the claim in their technical bids, in the absence of same the bid will be rejected.

1.15.4. If the Supplier is selected for giving the Purchase order/ LoI and if they fail to honour the terms & conditions stipulated in it, the Institute may take deemed fit action against it.

1.15.5 While Bid security (EMD)/ Bid Securing declaration should be submitted on the firm's letter head and is a **mandatory requirement**, tenders without bid security/ bid securing declaration will be rejected may be read with Para 1.15.9 below.

1.15.6 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 whichever is later, without any interest.

1.15.7 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.

1.15.8 The firms registered with MSME, Make in India, start-up India, 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.*

1.15.9 In case a bidder intimates at the time of tender opening in writing that the bid 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.

1.15.10 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 Online bids

1.16.1 Online bids shall remain valid for **minimum of 180 days** after the date of online 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. The non acceptance of same will lead to the rejection of the bid. A bidder granting the request will not be required nor permitted to modify its online bid.

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

1.16.4 The online bids may be submitted as specified in the Invitation for Online bids.

1.16.5 In case the online 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 comprise all documents listed under clause relating to Documents Comprising the commercial terms, except price schedule. Part-II i.e., **Price bid** shall contain the comprising of duly filled bid form and price schedules.

1.16.6 The online bid shall be digitally signed by the bidder or a person or persons duly authorized, all pages of the online bid, printed literature/ catalogue/ Brochure / leaflet, shall be initialled by the person or persons signing the online bid.

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

D. Submission of Online bids as per e-tender instruction

1.17. Format and signing of Online bid

1.17.1 All bidders are requested to go through the "Instructions to bidder for submitting the on-line bids (to be read carefully by the interested bidders)"given in the beginning of this NIT document.

1.17.2 Deadline for Submission of Online bids.

1.17.3 The online bids must be uploaded well before the last date & time for submission of online e tender. Institute will not be responsible for any cause of non-submission of the online bids due to technical fault/ website congestion / Late/ Delay.

1.17.3 The Purchaser may, at its discretion, extend the deadline for submission of online bids by amending the online bid documents in accordance with Clause relating to Amendment of Online bidding Documents in which case all rights and

obligations of the Purchaser and Online bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

E. Opening and Evaluation of Online bids

1.18. Opening of Online bids by the Purchaser

1.18.1 The Purchaser will open all technical online bid or Part-1 online bid in case of two online bidding system as per the schedule given in invitation for online bids. In the event of the specified date of Online bid opening being declared a holiday for the Purchaser, the Online bids shall be opened at the appointed time on the next working day. In two bid system, the financial online bid shall be opened only after technical evaluation. The evaluation will be made by the concerned user/ Technical Sub Committee/Purchase Committee/Technical & Purchase committee.

1.19. Confidentiality

1.19.1 Information relating to the examination, evaluation, comparison, and post qualification of online 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.

1.19.2 Any effort by a bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the online bids or contract award decisions may result in the rejection of its Online bid and deemed fit action can be initiated by the competent authority.

1.20. Clarification of Online bids

1.20.1 To assist in the examination, evaluation, comparison and post qualification of the online 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 online bid shall be sought, offered or permitted. However, no negotiation shall be held except with the lowest online 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.

1.21. Preliminary Examination

1.21.1. The Purchaser shall examine the online 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.

1.21.2 The Purchaser shall check that the following documents and information have been provided in the Online bid. If any of these documents or information is missing, the offer shall be rejected.

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

(a) All the bids received will first be scrutinized to see whether the bid meet the basic requirements as incorporated in the bid enquiry document. The bid, which does not meet the basic requirements, will be treated as unresponsive and ignored.

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

(i) The Online bid is unsigned.
(ii) The bidder is not eligible.
(iii) The Online bid validity is shorter than the required period/ non receipt of proper extension.
(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 Bid security (BS)/ performance security (PBG).
(vi) The goods quoted are sub-standard, not meeting the required specification etc.
(vii) Against the schedule of requirement (incorporated in the e-tender enquiry), the bidder has not quoted for the entire requirement as specified in that schedule.
(viii) The Bidder has not agreed to essential condition(s) incorporated in their Bid.

(ix) The Bidder fails to timely respond to query/ clarification sought by the Purchaser during the bid evaluation.
(x) Online bid submitted by any bidder, who are not authorized by their OEM will be rejected.

1.22. Responsiveness of Online bids

1.22.1 Prior to the detailed evaluation, the purchaser will determine the substantial responsiveness of each online bid to the online bidding documents. For purposes of this clause**, a substantive responsive online bid is one, which confirms to all terms and condition of the online 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 Online 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 online bids.

1.22.2 The purchasers' determination of a online bid's responsiveness is to be based on the contents of the online bid itself without recourse to extrinsic evidence.

1.22.3 **If an online 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.**

1.23. Non-Conformity, Error and Omission

1.23.1 Provided that an online bid is substantially responsive, the Purchaser may waive any non conformities or omissions in the Online bid that do not constitute a material deviation.

1.23.2 **Provided that an online 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 online bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the online bid. Failure of the bidder to comply with the request may result in the rejection of its online bid**.

1.23.3 Provided that the online 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.

1.23.4 Provided that a online 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 online bid submitted shall be ignored.

1.24. Examination of Terms & Conditions, Technical Evaluation.

1.24.1 The Purchaser shall examine the Online 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.

1.24.2 The Purchaser can seek clarification from the supplier on his online bid submitted, for arriving at a clear position; this will be without altering the NIT specifications. To evaluate a Online 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 online 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.

1.24.3 The Purchaser shall evaluate the technical aspects of the online bid submitted in accordance with ITB Clause 14, to confirm that all requirements specified in Schedule of Requirements of the Online bidding Documents have been met without any material deviation or reservation.

1.24.4 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the online bid is not substantially responsive in accordance with ITB Clause 26, it shall reject the online bid.

1.25. Evaluation and comparison of online bids.

1.25.1 The Purchaser shall evaluate price bid of each responsive technically qualified price bid for the strictly as per NIT requirements/ specifications.

1.25.2 In case of optional items/ requirements:- Only those the optional items / requirements will be considered , which will not change the position of Lowest Technically qualified bidders. if any, essential requirements /specifications are quoted by bidders to mislead the evaluation in form of optional items, that will be incorporated for evaluation before arriving at Lowest qualified bidders to bring all at par/ equivalent for fair competition. All expenditure incurring up to handing over the consignment will be taken in to account for evaluation and comparison. The essential requirement will be decided by the Institute strictly on the basis of NIT.

1.25.3 The online bids shall be evaluated on the basis of final landing cost which shall be arrived as under:

(i) The price of the goods quoted ex-works including all taxes already paid.
(ii) GST at concessional rate or/and any other statutory tax/cess/surcharge. which will be payable on the goods if the contract is awarded.
(iii) Charges for inland transportation, insurance, loading, unloading and other local services required for delivering the goods at the desired destination.
(iv) The installation, commissioning, training and additional warranty (if any) charges including incidental services, if any.

1.26. Comparison of Online Bids.

All Bids will be compared on the basis of FOR CSIR-CIMFR. Bidders are required to quote on FOR CSIR-CIMFR Stores basis.

1.27. Contacting the Purchaser

1.27.1 Subject to ITB Clause 1.24, it must be noted no bidder shall contact the Purchaser on any matter relating to its online bid, from the time of the bid opening to the time the Contract is awarded.

1.27.2 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 online bid.

1.28. Post qualification

1.28.1 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.

1.28.2 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 Online bidder, as well as such other information as the Purchaser deems necessary and appropriate.

1.28.3 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 online bid.

F- Award of Contract

1.29. Negotiations

1.29.1 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 online bidder. Counter offers tantamount to negotiations and shall be treated at par with negotiations in the case of one time purchases.

1.30. Award Criteria

1.30.1 Subject to ITB Clause 37 the Purchaser will award the contract to the successful bidder whose online bid has been determined to be substantially responsive and has been determined to be the lowest evaluated online bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

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

1.31.1 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.

1.32. Purchaser's right to accept Any Online bid and to reject any or All Online bids

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

1.33. Notification of Award

1.33.1 Prior to the expiration of the period of online 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 online bid has been accepted and a **separate purchase order** shall follow through post. Based upon the information provided by the bidder, the Purchase order/ Award letter/ Contract will include acknowledgement, delivery period, payment terms, banker's details & charges, penalty, warranty, installation, commissioning & training.

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

1.33.3 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 online bid security.

1.34. Signing of Contract and submission of the PBG

1.34.1 Promptly after notification, the Purchaser shall send the successful bidder the Agreement/ Purchase Order/contract.

1.34.2 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.

1.34.3 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.

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

1.35. Order Acceptance/ Acknowledgement

1.35.1 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 online bid security** is liable to be **forfeited** pursuant to clause 15.9 of ITB.

1.35.2 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 e-tenders irrespective of the value shall be invited from the responding firms after forfeiting the online 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.

1.36. Performance Security

1.36.1 **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. *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.

1.36.2 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.

1.36.3 The Performance Security shall be **denominated in Indian Rupees.**

1.36.4 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.**

1.36.5 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 an Indian Nationalized/ Scheduled bank located in the form provided in the online bidding documents.
Or
(c) A Banker’s cheque or Account Payee demand draft in favour of the Purchaser.

1.36.6 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.

1.36.7 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.

1.36.8 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 e-tenders irrespective of the value would be invited from the responding firms after forfeiting the online 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 re-tendering 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 online 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 online 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;
(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 claims.

2.13 Performance Security: (same as contained under Para 1.37)

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 mode of transportation shall be as specified in SCC.

2.17. Insurance

Insurance will be borne by the Supplier from their ware house to CSIR-CIMFR stores.

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 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 Online 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 requisite supporting documents***.

2.22.4 Payment shall be made in Indian currency only.

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 online bid. Such notification, in the original online 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, it's 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.

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, whichever 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 GSTIN and required HSN code in their online 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.

Discretion of Director, CSIR-CIMFR
The Director, CSIR-CIMFR, reserves the right to accept/ reject any or all e-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- 826001 (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 percent) OF THE CONTRACT/ ORDER VALUE VALID BEYOND TWO MONTHS OF THE WARRANTY 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
(i) 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.

GCC 2.16.3, The mode of transportation shall be by Air/ Rail/ Road- to be specified in quotation.
GCC 2.17.1 The Insurance cost will be borne by the supplier and can be included in the quotation.
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 WARRANTY WILL BE APPLICABLE (IF MENTIONED CATEGORICALLY IN THE E-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

GCC 2.23.1 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 2.24.1 In case advance is required by the firm then on request advance up to 30% to the private firm/party can be paid on submitting the equivalent amount of Advance Bank Guarantee (ABG).
GCC 2.25.1 In case advance is required by the firm then on request advance up to 40% to the Government firm/party can be paid on submitting the equivalent amount of Advance Bank Guarantee (ABG).
GCC 2.26.1 Payment terms will be governed by the latest General Financial Rules (GFR)
GCC 2.27.1 The penalty shall be: 0.5% per week or part of a week towards late delivery and towards delay in installation and commissioning.

GCC 2.27.2 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- 826001 (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 Crore 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 online bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Online 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 INR]* (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 online 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: online techno-commercial bid & Part-II: Price online bid)

(PART-I)

Company Seal

(Online 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 - 826001, Jharkhand, INDIA

File reference No: _____

Subject: Submission of Techno-commercial Online bid for_____.

Sir,

Having examined the online bidding documents and agreeing to the terms and conditions including GCC & SCC mentioned in it, we, the undersigned, hereby submit the **Techno-commercial Online bid** for supply of goods and services as per the schedule of requirements and in conformity with the said online 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 online bid, the supply of Goods/Services shall be made as stipulated in the schedule to the Online 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 online 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 online quotation for the purpose

of verification we understand that its mis-match can lead into rejection of our online bid at any level of the concerned procurement process.
We enclose herewith the complete Techno-commercial Online bid in the prescribed e-tender format as per your requirement. This includes:

(1) Techno-commercial Online bid Letter
(2) bidder's information form
(3) Manufacturer's authorization form
(4) Online bid securing declaration/ EMD declaration form
(5) Performance statement form
(6) Specifications and allied technical details
(7) Deviation form (technical)
(8) MSE, NSIC certificate, if applicable
(9) Documents indicating Make in India, Startup firms
(10) Service support details form
(11) Qualification requirements
(12) Documentary evidence establishing that the online bidder is eligible to online bid and is qualified to perform the contract if its online bid is accepted.
(13) Documents establishing goods eligibility and conformity to the online bidding documents.
(14) Statement for deviations from financial terms and conditions.

We agree that our online bid validity is for a period of ***One Hundred Eighty (180) days*** from the date fixed for opening of the online bid documents and that we shall remain bound by a communication of acceptance within that time. If desired by CSIR-CIMFR we will be extending the same without any change in the Price-bid.

We have carefully read and understood the terms and condition of the online bid document and we do hereby undertake to supply as per these terms and conditions. The Technical Deviations 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 online 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 online 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 Online bid) Part-I

Information furnished in requisite formats is correct and updated-

S.No.	Document	Enclosed with the online bid (Yes/ No)	If yes, Page No is-
1.	bidder's information form		
2.	Manufacturer's authorization form		
3.	Online bid securing declaration/ EMD Declaration		
4.	Performance statement form		
5.	Specifications and allied technical details		
6.	Deviation form (technical)		
7.	Service support details form		
8.	Qualification Requirements-		
(a)	Documentary evidence establishing that the bidder is eligible to online bid and is qualified to perform the contract if its online bid is accepted.		
(b)	Documents establishing goods eligibility and conformity to the online 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.	Techno-commercial Capability:		
(a)	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 the bidder by OEM, if quoting on their behalf. Please note that only one bidder for one OEM will be acceptable. Bids with subletting of authorization will be rejected.		
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 such as Blacklisting or banning by any government entity etc.		

Date & Signature of authorised person
Company seal

Technical Online bid Forms

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

List of standard forms-
Table of Contents

Sl. No.	Name
1.	bidder Information Form
2.	Manufacturers' Authorization Form
3	Bid Securing Declaration 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 Online bid Submission*]
e-tender No.: *[insert number from Invitation for online 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 Online bid Submission]*
e-tender No.: *[insert number from Invitation For Online 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 online 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. ONLINE BID SECURING DECLARATION / ERNEST MONEY DEPOSIT (EMD) DECLARATION FORM

(To be submitted on the firm's Letter Head)

Bid-Securing Declaration Form

(Refer para 5.1.2 (ix)(d) & 6.1.1 (02) of the CSIR Manual)

Date: _____

Bid No. _____

To (insert complete name and address of the purchaser)

I/We, The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/ modified/ amended, impairs or derogates from the tender, my/ our Bid during the period of bid validity specified in the form of Bid; or
b) have been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration).

Name: (insert complete name of person signing he Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of : (insert complete name of Bidder)

Dated on _____ day of _____(insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid).

4. PERFORMANCE STATEMENT FORM (Past Performances)

(For a period of last 3 years)

Name of the Firm…….

Order placed by (Address of the Purchase)	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

PORTABLE MODULAR MULTI-MONITORING SYSTEM

- The equipment should simultaneously measure **PM1, PM2.5, PM10, TSP, Gases- O_3, NO/NOx, NO_2, H_2S, SO_2, VOC, CO_2, CO** & Meteorological parameters - **Wind speed (0- 200 km/h or more), Air temperature (0 to 60 °C or more), Relative Humidity (0 to 100% or more) & Barometric Pressure (600 to 1100 mbar or more)** all in one single modular equipment.
- The equipment should give Real Time Continuous readings of Dust, Gases & Meteorological parameters in ambient air.
- Principal of Measurement :
  - DUST - Laser Nephelometer
  - CO_2 – NDIR detector
  - VOC's – Photo-ionization detector (PID)
  - Other Gases – Electrochemical sensors

Parameter	**Range**
Dust (PM10, 2.5,1 & TSP)	0 to 5000 µg/m^3 or more
Nitrogen dioxide NO_2	0-200 ppb or more
NO/NOx	0-500 ppb or more
Sulphur dioxide SO_2	0-1000 ppb or more
Ozone O_3	0-500 ppb or more
Carbon monoxide CO	0-20 ppm or more
Hydrogen sulphide H_2S	0- 3500ppb or more
Carbon dioxide CO_2	0-2000 ppm or more
Volatile organic compounds VOC	0-20,000 ppb or more

- Equipment should have facility for automatic zeroing by internal zero gas generation to eliminate drift for gas measurement.

- The equipment should have reference filter for gravimetric analysis and calibration of dust. At least 100 spare filters to be supplied with the equipment.
- Equipment should have facility to give text to cellular phone/ email in case threshold values are exceeded.
- Equipment should have Data storage: Minimum of 20 days data logging at 30 minute interval.
- The averaging period should be user programmable.
- Equipment should have sampling current drain: Including heated inlet.
- Equipment should have RS232 I/O: 9600 baud via PC-link.
- Equipment should be supplied with user friendly and to quick reporting field usable computers (laptops) **(Specification attached separately)** and software necessary for data analysis in laptop.
- Software should control sensors, record real time measurement and display results for all the installed sensors.
- Software should be able to generate graphs and tables.
- The user should also be able to view data on mobile phones.
- The instrument is provided with multicoloured LED display (approximately 3 × 2 ft) with Programming for message.
- Real time data should be linked to the site to have remote access.
- The equipment should be protected against powerful jets of water (Ingress Protection 65/66).
- The equipment should be provided with suitable fittings for mounting on Electric/ Utility Poles
- Should be battery operated & also on mains power (220VAC), with an option to operate on solar panels, if required. The battery charger should also be provided with the system.
- 1 year standard warranty with the equipment which will be free of cost +3 years CMC (Comprehensive Maintenance Contract) is required. CMC rate should be quoted separately on annual basis.
- Installation and primary training should be performed by Original equipment manufacturer/ authorized dealer up to the satisfaction of TSC, it is mandatory for the release of the payment.
- During the CMC period, the supplier should visit CSIR-CIMFR at least two times in a year with emergent visit as and when required. The supplier should rectify the system within 15 days of information raised at their end by either mail or telephone.
- The cost of equipment, laptop and CMC for three years will be considered to evaluate LQ1.

Specification of Laptop with Multi modular system

Below mentioned or higher specification may be provided:

Windows 10 Home Single Language 64 operating system, Intel Core i7-10510U Processor (1.8 GHz base frequency, up to 4.9 GHz base with Intel Turbo Boost Technology, 8 MB cache, 4 cores), IntelIntegrated SoC Chipset, 16 GB DDR4-2400 SDRAM memory (onboard), 512 GB PCIe NVMe M.2 SSD Hard drive, Display 13.3-13.5 inch diagonal FHD IPS WLED-backlit touch screen (1920 x 1080), NVIDIA GeForce MX250 Graphics (2 GB GDDR5 dedicated), 1 USB 3.1 Gen 1 Type-C (5 Gb/s signaling rate, Power Delivery 3.0, DisplayPort 1.2, Sleep and Charge); 1 USB 3.1 Gen 1 Type-A (Sleep and Charge); 1 USB 3.1 Gen 1 Type-A (Data Transfer Only); 1 AC smart pin, 1 microSD media card reader, Wide Vision HD Webcam, Pointing device Image pad with multi-touch gesture support; Precision Touchpad Support, Full-size island-style natural silver backlit keyboard, Intel® Wireless-AC 9560 802.11a/b/g/n/ac (2x2) Wi-Fiand Bluetooth 5 Combo, MU-MIMO supported; Miracast compatible, 65 W EM AC power adapter, 4-cell, 53 Wh Li-ion polymer Battery, Weight 1.1 to 1.3 kg, Pre-installed Microsoft Office Home/Student 2019, Quick heal antivirus with one year subscription, 3 year Warranty.

B. 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 including Visits & breakdown visits	
10.	Comprehensive AMC including Visits & breakdown visits and 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 e-tender specifications:

e-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)

(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 online 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 online bid Opening.

(e) The bidders/ suppliers quoting directly on behalf of their OEMs for items appearing in the restricted list of the current EXIM policy of the Govt. of India are registered with statutory body.

(f) To maintain sanctity of e-tendering system one bidder cannot represent two different OEM in one e-tender.

PART-II

Financial Online bid Forms

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

List of standard forms-

(1) Financial Online bid Letter

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

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

1. Financial Online bid Letter

The Director,
Central Institute of Mining & Fuel Research
P.O.DHANBAD, DISTT: DHANBAD
PIN - 826001, Jharkhand, INDIA

e-tender Reference No:
File reference No:

Subject: Price Online bid for_____.

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

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

We do hereby undertake that, in the event of acceptance of our online bid, the supply of Goods/ Services shall be made as stipulated in the schedule to the online 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 also accept that after qualifying the techno-commercial (Part-I) bid, our Price bid (Part-II) will be considered to be opened. We accept the price evaluation criteria as under-

(i) Price of the item/ equipment and accessories along with standard warranty +
(ii) Price of quoted additional warranty charges+
(iii) price of quoted AMC/ CMC charges

will be taken to evaluate the LQ-1, wherein the PBG will be applicable for clause (i) and for the clause (ii) and (iii) the rates will be freezed and their payment will be made after completion of their period/ duration/ obligations.
We enclose herewith the complete Financial Online bid in the prescribed e-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 in INR
(2) Statement for deviations from financial terms and conditions.

We agree to a online bide by our offer for a period of ***One Hundred Eighty (180)*** days from the date fixed for opening of the online 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 online bid document and we do hereby undertake to supply as per these terms and conditions. The Financial Deviations are only those mentioned in the statement of deviation from financial terms and conditions.

We do hereby undertake, that until a formal work order is prepared and executed, this online 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 online 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 FOR GOODS BEING OFFERED

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

Sl. No.	Description/ Part No./ Make Model/ HSN Code	Quantity	Unit Price (in INR)	Total Amount (in INR)
1.				
2.				
3…….				
Ex-Works Price-				
Packing & forwarding				
FOR (CIMFR Stores)				
GST (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 (Year wise break up, if required)				
Annual/Comprehensive Maintenance Charges (Year wise break up, if required)				

*****(On the basis of the technical specifications submitted)

Total Online bid price _____
In words_____

Note:
(a) No Optional items to be quoted. (b) Cost of 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 online 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

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