



CSIR- CENTRAL FOOD TECHNOLOGICAL RESEARCH INSTITUTE  
MYSORE-570 020, INDIA

(Constituent Laboratory of CSIR, New Delhi (Ministry of Science & Technology)  
An ISO 9001:2008, ISO 14001:2004 & ISO 17025:2005, NABL Accredited Laboratory



## Invitation to Bid.

**Tender No. CFTRI/52211/2018 Date: 21/Jan/2019**

### SPECTROFLUROMETER

**etender:** For submitting tenders, login to <https://etenders.gov.in/eprocure/app>

**LAST DATE:**

- 1) TENDER SUBMISSION: AT 14.00 HRS (IST) ON 12-Feb-2019
- 2) TENDER OPENING (Technical Bids only): AT 16.00 HRS (IST) ON 13-Feb-2019

**NOTICE:**

- (1) Technical Bid must contain Bid Securing Declaration.
- (2) **BOQ (Bill of Quantity)** - Bidders should submit their financial bid in the format provided and no other format is acceptable. **BOQ (Price Schedule)** has been given as a **standard format** along with the tender document. It is mandatory for all the bidders to upload duly filled BOQ (in MS Excel Format) towards submission of their Financial Bid. No changes or modification to the given format is acceptable. Bidders are required to go through the **instructions** carefully before filling BOQ.

Contact Details:  
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## **INSTRUCTIONS FOR ONLINE BID SUBMISSION**

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 enrolment is free of cost. Bidders are advised to go through instructions provided at 'Instructions for online Bid Submission'.

Bidders 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 organisation tab and select CFTRI-Mysore-CSIR' in department type. Thereafter, Click on "Search" button to view all CSIR-CFTRI, Mysore tenders). Select the appropriate tender and fill them with all relevant information and submit the completed tender document online on the website <https://www.etenders.gov.in>. **No manual bids will be accepted.**

The Director, CSIR-Central Food Technological Research Institute, Mysuru reserves the right to accept any or all the tenders either in part or in full or to split the order without assigning any reasons thereof.

The bidders are required to submit soft copies of their bids electronically on the CPPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPPP Portal.

More information useful for submitting online bids on the CPPP Portal may be obtained at: <https://etender.gov.in/eprocure/app>

### **REGISTRATION**

1) Bidders are required to enrol 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 CPPP Portal is free of charge.

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

3) 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 CPPP Portal.

4) 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/eMudhra etc.), with their profile.

5) 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.

6) Bidder then logs 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**

1) There are various search options built in the CPPP 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 CPPP Portal.

2) 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 Tenders' folder. This would enable the CPPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

3) 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**

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

2) Please go through 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.

3) To avoid the time and effort required in uploading the same set of standard 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 certificates etc.) has been provided to the bidders. Bidders can 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 of Technical Bid.*

**SUBMISSION OF BIDS:**

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

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

3) Bidder has to select the payment option as “**offline**” to pay the tender fee/EMD as applicable and enter details of the instrument.

4) 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 bidders, opening of bids etc. The bidders should follow this time during bid submission.

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

**ASSISTANCE TO BIDDERS**

1) 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 or the relevant contact person indicated in the tender.

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

3) 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 at <https://etender.gov.in/eprocure/app>.

**1.1 SPECIFICATION FOR SPECTROFLUOROMETER:**

1. Optics: All reflective optics for high sensitivity at all wavelengths and for micro-samples.
2. Source: 150 W CW Ozone-free xenon arc lamp.
3. Monochromators: Czerny-Turner design with plane gratings for optimized focus at all wavelengths and minimum stray light.
4. Excitation grating: 1200 groove/mm blazed at 330 nm.
5. Emission grating: 1200 groove/mm blazed at 500 nm.
6. Band Pass: 0 to 30 nm, continuously adjustable.
7. Spectral Coverage - Excitation: 190 nm - 1000 nm.
8. Spectral Coverage - Emission: 185 nm - 900 nm.
9. Scan Speed - Excitation/Emission:  $\leq 100$  m/s.
10. Wavelength Accuracy:  $\leq \pm 0.5$  nm.
11. Integration Time: 1 ms to 160 s.
12. Base detector: Photomultiplier R928P/ PMT 900, spectral coverage 200 - 870 nm.
13. Reference Detector: UV-enhanced silicon photodiode.
14. Water Raman S/N:  $\geq 4000:1$ .
15. Data Acquisition System: Intel Core i5 8th Gen, 4 GB RAM, 1 TB SATA HDD, Gigabit Ethernet, Port(s): USB Type A and USB Type B (3.1 & 2.0), DisplayPort - 1 (Minimum), HDMI Port - 1 (Minimum), Serial Port (RS-232) - 2 (Minimum), PCI / PCIe Card Slots - 2 (Minimum), Dell 24 inch Monitor, (P2417H), Keyboard and Mouse, Brand preferred: Dell (OptiPlex) / HP.

## 1.2 **TERMS AND CONDITIONS**

- a) The quotation must be in the form furnished by the Purchaser and should be free from corrections/erasures. In case there is any unavoidable correction it should be properly attested. If not the quotation will not be considered. Hand written Quotations will not be considered.
- b) In cases of agents quoting on behalf of their foreign manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
  - i) The foreign manufacturer directly or through one Indian agent on his behalf; or
  - ii) Indian/foreign agent on behalf of only one principal
- c) Please indicate the name and address of the agents in India if any, the details of service to be rendered by them & the percentage of commission payable to them. **Agency commission payable to the Indian Agent should be clearly indicated.** The Agency commission would be payable only in Indian Rupees after acceptance.
- d) If the deliveries are not maintained and due to that account the purchaser is forced to buy the material at your risk and cost from elsewhere, the loss or damage that may be sustained there by will be recovered from the defaulting supplier.
- e) All supplies are subject to inspection and approval before acceptance. Manufacturer warranty certificates and manufacturer/Government approved lab test certificate shall be furnished along with the supply, wherever applicable.
- f) TDS would be recovered as per rules in case of Supply/Fabrication/ Servicing/ Maintenance jobs/Installation charges etc.
- g) Tender conditions (printed on the reverse), if any, or otherwise sent along with the tender shall not be binding on us.
- h) All the above instructions and our standard terms and conditions must be complied failing which your offer may be liable for rejection.
- i) As per Govt. of India procurement policies, the purchaser intends to give purchase preference to make in India by restricting the eligibility of suppliers to Indian suppliers/without any restriction on the eligibility of suppliers. (*Retain any one only*) and also to products/goods manufactured by micro, small and medium enterprises.

## 1.3. Eligible Bidders

- 1.3.1 This Invitation for Bids is open to all suppliers subject to para 1.2 (i) of the tender document.
- 1.3.2 A supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more that 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.
- 1.3.3 MSEs would be treated as owned by Scheduled Caste/Schedule Tribe enterprises as under:
  - (a) In case of proprietary MSE, proprietor(s) shall be SC /ST.
  - (b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% (fifty-one percent) shares in the unit.

(c) In case of Private Limited Companies, at least 51% (fifty-one percent) share shall be held by SC/ST promoters.

- 1.3.4 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.
- 1.3.5 Bids from Joint Ventures, Consortium or Associations so long as they are formed and registered prior to the bid submission date.
- 1.3.6 The bidders who have been temporarily suspended or removed from the list of registered suppliers by the purchaser or banned from Ministry/country wide procurement shall be ineligible for participation in the bidding process.
- 1.3.7 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.
- 1.3.8 The supplier wherever applicable should have GST & Income tax, Registration. Copy of GST/ PAN has to be enclosed by OEM's Indian agent or their branch.
- 1.3.8 (a) Indian agents quoting for tenders should produce certified copy of the agency agreement between the principal and the agent*
- 1.3.8 (b) The foreign firm has to disclose the name, and address of agent and representative in India and*
- 1.3.8 (c) Indian bidder to disclose their foreign principal or associates in their tender document.*
- 1.3.9 After sales service should be available in India for service/ repair /replacement etc. for sophisticate equipment and other similar items supplied.

#### **1.4. Cost of Bidding**

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

#### **1.5 Code of Integrity**

- 1.5.1 The bidders/suppliers should sign a declaration about abiding by the Code of Integrity for Public Procurement in registration applications and in bid documents. In case of any transgression of this code, the bidder is not only liable to be removed from the list of registered suppliers, but it would be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.
- 1.5.2 **Code of integrity for Public Procurement:** The Purchaser as well as bidders, suppliers, contractors and consultants should observe the highest standard of ethics and should not

indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

- i) **“Corrupt practice”**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii) **“Fraudulent practice”**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- iii) **“Anti-competitive practice”**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- iv) **“Coercive practice”**: Harming or threatening to harm persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- v) **“Conflict of interest”**: Participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of purchaser who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the purchaser with an intent to gain unfair advantage in the procurement process or for personal gain; and
- vi) **“Obstructive practice”**: Materially impede the purchaser’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the purchaser’s Entity’s rights of audit or access to information;

#### 1.5.3 **Obligations for Proactive disclosures:**

- i) The Purchaser as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to sue-moto proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and
- ii) The bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity;
- iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest would be evaluated and mitigation steps, if possible, taken by the purchaser. Similarly voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidder’s actions in the tender and subsequent contract.

#### 1.5.4 **Punitive Provisions:**

Without prejudice to and in addition to the rights of the Purchaser to other penal provisions as per the bid documents or contract, if the Purchaser comes to a conclusion that



- a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the purchaser may take appropriate measures including one or more of the following:
- i) If his bids are under consideration in any procurement
    - a) Forfeiture or encashment of bid security;
    - b) Calling off of any pre-contract negotiations; and
    - c) Rejection and exclusion of the bidder from the procurement process.
  - ii) If a contract has already been awarded
    - a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the purchaser;
    - b) Forfeiture or encashment of any other security or bond relating to the procurement;
    - c) Recovery of payments including advance payments, if any, made by the purchaser along with interest thereon at the prevailing rate.
  - iii) Provisions in addition to above:
    - a) Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year;
    - b) In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
    - c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

## 1.6. Content of Bidding Documents

- 1.6.1 The goods required, bidding procedures and contract terms are prescribed in the bidding documents which should be read in conjunction. The bidding documents, apart from the invitation for bids have been divided as under:
- Chapter 1: Instructions to Bidder  
 Chapter 2: General Conditions of Contract (GCC) & Special Conditions of Contract (SCC)  
 Chapter 3: Other Standard Forms comprising:
- i. Bidder Information Form
  - ii. Manufacturer's Authorization Form (MAF);
  - iii. Bid Securing Declaration (BSD)
  - iv. Performance Statement form
  - v. Compliance Statement form
  - vi. Service Support details;
  - vii. Acceptance Certificate Form
  - ~~viii. Performance Security Form;~~
- 1.6.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

**1.7. Clarification on bidding documents**

A prospective bidder requiring any clarification on the bidding documents including specification and terms shall contact the purchaser as per the date specified in the CPP Portal [www.etenders.gov.in](http://www.etenders.gov.in)

Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under *clause* relating to amendment of bidding documents and clause relating to Deadline for Submission of Bids.

**1.8. Amendment of Bidding Documents**

- 1.8.1 At any time prior to the deadline for submission of bids, the purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.
- 1.8.2 The amendment will be notified in the **CPP Portal [www.etenders.gov.in](http://www.etenders.gov.in)**
- 1.8.3 In order to allow prospective bidders reasonable time to take the amendment into account, while in preparing their bids, the purchaser, at its discretion, may extend the deadline for the submission of bids.

**1.9 Language of Bid**

- 1.9.1 The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the purchaser shall be written in English language only.
- 1.9.2 The bidder 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 bidder.

**1.10. Bid form and price schedule**

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

**1.11. Bid Prices**

- 1.11.1 **BOQ (Bill of Quantity) - Bidders should submit their financial bid in the format provided and no other format is acceptable. BOQ (Price Schedule) has been given as a standard format along with the tender document. It is mandatory for all the bidders to upload duly filled BOQ (in MS Excel Format) as part of their Price Bid. No changes or modification to the given format is acceptable. Bidders are required to go through the instructions carefully before filling BOQ.**
- 1.11.2 **CSIR - Central Food Technological Research Institute, Mysore** is registered with the Department of Scientific and Industrial Research (DSIR) for purposes of availing Customs Duty exemptions in terms of Notfn. No. 51/96- Customs dt. 23.07.1996, Notfn. No. 28/2003- Customs dt. 01.03.2003, Notfn. No. 43/2017- Customs dt. 30.06.2017 & No fn. No. 47/2017- Integrated Tax (Rate) dt. 14.11.2017, Notfn. No. 10/2018-Integrated Tax (Rate) dt. 25.01.2018 and Notfn. No. 45/2017- Central Tax (Rate) dt. 14.11.2017, Notfn. No. 45/2017 – Union Territory Tax (Rate) dt. 14.11.2017 & Notfn. No. 9/2018- Central Tax (Rate) dt. 25.01.2018,

Notfn. No. 9/2018- Union Territory Tax (Rate) dt. 25.01.2018, as amended from time to time for Research purposes only.

**CFTRI's GSTIN is 29AAATC2716R2ZA**

- 1.11.3 The delivery terms FOB, FCA, CIF, and CIP etc. shall be governed by the rules prescribed in the current edition of the **Incoterms 2010** published by the International Chambers of Commerce, Paris.
- 1.11.4 Where there is no mention of packing, forwarding, freight, insurance charges, taxes etc. such offer shall be rejected as incomplete.
- 1.11.5 If a firm quotes nil charges/consideration, then such bid/s will be treated as un-responsive and will not be considered.
- 1.11.6 The price quoted shall remain fixed during the contract period and shall not vary on any account.
- 1.11.7 All lots and items with Part Nos. and description must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Lots or items not listed in the Price Schedule shall be assumed to be not included in the bid.
- 1.11.8 Reasonability of Prices:**
- a) Negotiation with bidders after the opening of the tenders is severely discouraged. Therefore, the bidders are advised in their own interest to quote their best competitive/discounted offer in the first instance or maximum discount may be indicated in the quote/offer.
- b) **The quoting bidder should give a certificate to the effect that the quoted prices are the minimum and they have not quoted the same item on lesser rates than those being offered to CFTRI to any other customer nor they will do so till the validity of offer or execution of the purchase order, whichever is later.**
- 1.11.9 Annual Maintenance Charges: In the price bid, the bidder should mention the cost of annual maintenance charges for Two Years after the expiry of warranty including details of the service provided by the supplier.**

#### **1.12 Bid Securing Declaration (BSD):**

The technical bid must contain a Bid Securing Declaration (as per the format provided in Annexure 3) by the bidder accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of one year from being eligible to submit Bids for contracts with the entity that invited the Bids.

#### **1.13. Bid Currencies**

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

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

- 1.14.1 To establish the goods' eligibility, the documentary evidence of the goods and services eligibility shall consist of a statement on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment.
- 1.14.2 To establish the conformity of the goods and services to the specifications of the bidding document, the documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of:
- (a) A detailed description of the essential technical and performance characteristics of the goods;
  - (b) A list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods during the warranty period following commencement of the use of the goods by the Purchaser in the Priced- bid ; and
  - (c) An item-by-item parameter details on the Purchaser's Technical Specifications demonstrating **substantial responsiveness** of the goods and services in the technical bid to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications from the OEM/ manufacturer. **This must be submitted in the format as in Chapter 3- Standard Forms-Form V Compliance Statement and enclosed with Part I, Technical Bid.**
- 1.14.3 For purposes of the commentary to be furnished pursuant to above, the Bidder shall note that standards for workmanship, material and equipment, designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute these in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

**1.15 Period of Validity of Bids**

- 1.15.1 Bids shall remain valid for **minimum of 90 days** after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 1.15.2 In exceptional circumstances, the Purchaser may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable, telex, fax or e-mail). The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.
- 1.15.3 Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

**1.16. Format and Signing of Bid**

- 1.16.1 **The bids must be submitted through CPP Portal <https://etenders.gov.in/eprocure>**
- 1.16.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the

contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

- 1.16.4 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

#### **1.17. Deadline for Submission of Bids**

- 1.17.1 Bids must be received by the Purchaser not later than the time and date specified.
- 1.17.2 The Purchaser may, at its discretion, extend the deadline for submission of bids by amending the bid documents in accordance with Clause relating to Amendment of Bidding Documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

#### **1.18. Clarification of Bids**

- 1.18.1 To assist in the examination, evaluation, comparison and post qualification of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid.
- 1.18.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.

#### **1.19. Preliminary Examination**

- 1.19.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in **Tender Document** have been provided, and to determine the completeness of each document submitted.
- 1.19.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.
- (a) BOQ /Price Schedule
- (b) All the tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the tender enquiry document. The tenders, who do not meet the basic requirements, are to be treated as unresponsive and ignored. The following are some of the important points, for which a tender may be declared as unresponsive and to be ignored, during the initial scrutiny, at the discretion of the organization:-
- (i) The Bid is unsigned.
  - (ii) The Bidder is not eligible.
  - (iii) The Bid validity is shorter than the required period.
  - (iv) The Bidder has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer.
  - (v) Bidder has not agreed to give the required performance security.
  - (vi) The goods quoted are sub-standard, not meeting the required specification etc.
  - (vii) Against the schedule of Requirement (incorporated in the tender enquiry), the tenderer has not quoted for the entire requirement as specified in that schedule.

**1.20. Non-Conformity, Error and Omission**

- 1.20.1 Provided that a bid is substantially responsive, the purchaser may waive any non-conformities or omissions in the bid that do not constitute a material deviation.
- 1.20.2 Provided that a bid is substantially responsive, the purchaser may request that the bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the bidder to comply with the request may result in the rejection of its Bid.
- 1.20.3 Provided that the Bid is substantially responsive, the purchaser shall correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
  - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 1.20.4 Provided that a bid is substantially responsive, the purchaser may request that a bidder may confirm the correctness of arithmetic errors as done by the purchaser within a target date. In case, no reply is received then the bid submitted shall be ignored and its Bid Security may be forfeited.

**1.21. Examination of Terms & Conditions, Technical Evaluation**

- 1.21.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the bidder without any material deviation or reservation.
- 1.21.2 The purchaser shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in the bidding documents have been met without any material deviation or reservation.
- 1.21.3 If, after the examination of the terms and conditions and the technical evaluation, the purchaser determines that the bid is not substantially responsive, it shall reject the bid.

**1.22. Conversion to Single Currency**

To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to Indian Rupees at the selling exchange rate established by any bank in India as notified in the Newspapers/RBI on the scheduled date of bid opening in the case of single part bidding and the **rates prevalent on the scheduled date of opening of the Financial Bid/s in the**

**case of two-part bidding.** For this purpose, exchange rate notified in www.xe.com or www.rbi.org or any other website could also be used by the purchaser.

### 1.23. Evaluation and comparison of bids

1.23.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

1.23.2 To evaluate a bid, the purchaser shall only use all the factors, methodologies and criteria defined below. No other criteria or methodology shall be permitted.

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

***For goods manufactured in India.***

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

***For goods manufactured abroad.***

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

**There is no provision to purchase optional items. The specification embodied in the tender document would be basis of evaluating the responsiveness of bids received.**

1.23.4 The comparison between the indigenous and the foreign offers shall be made on F.O.R. destination basis and CIF/CIP basis respectively. However, the CIF/CIP prices quoted by any foreign bidder shall be loaded further as under:

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

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

1.23.5 Orders for imported stores need not necessarily be on FOB/FCA basis rather it can be on the basis of any of Incoterms specified in ICC **Incoterms2010** as may be amended from time to time by the ICC (Intl. Chamber of Commerce) and favorable to CSIR Labs/Institutes or Headquarters.

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

1.23.7 The GCC and the SCC shall specify the mode of transport i.e whether by air/ocean/road/rail.

1.23.8 The Purchaser shall compare all substantially responsive bids to determine the lowest valued bid.

**1.24 Bidder's right to question rejection.**

1.24.1 A Bidder shall have the right to be heard in case he feels that a proper procurement process is not being followed and/or his tender has been rejected wrongly. Only a directly affected bidder can represent in this regard as under:

- i) Only a bidder who has participated in the concerned procurement process i.e. pre-qualification, bidder registration or bidding, as the case may be, can make such representation;
- ii) Following decisions of the purchaser in accordance with the provision of internal guidelines shall not be subject to review:
  - a) Determination of the need for procurement;
  - b) Selection of the mode of procurement or bidding system;
  - c) Choice of selection procedure;
  - d) Provisions limiting participation of bidders in the procurement process;
  - e) The decision to enter into negotiations with the L1 bidder;
  - f) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
  - g) Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/contractor; and
  - h) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

1.24.2 In case a Bidder feels aggrieved by the decision of the purchaser, he may then send his representation in writing to the Purchaser's address as indicated in special conditions of contract (SCC) within five days from the date of communication of the purchaser intimating the rejection for reconsideration of the decision by the purchaser.

**1.25 Contacting the Purchaser**

1.25.1 Subject to Clause 1.18, no Bidder shall contact the purchaser on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded.

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

**1.25.3 Unilateral letters of the parties will not be entertained.**

**1.26. Post qualification**

1.26.1 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 the tender document.

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

1.26.3 An affirmative determination will be a pre-requisite for award of the contract to the Bidder. A negative determination will result in rejection of the bidder's bid.



**1.27 Purchaser's right to vary Quantities at the Time of Award**

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.

**1.28. Purchaser's right to accept any bid and to reject any or all bids**

**1.28.1 The Director, CSIR-CFTRI, MYSURU reserves the right to accept or reject any or all tenders either in part or in full or to split the order without assigning any reasons thereof.**

1.28.2 Until a formal contract is executed, the notification of award constitutes a binding contract.

1.28.3 No work of any kind to be commenced without proper execution of contract.

**1.29 Negotiations:**

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

**1.30 Award Criteria**

Subject to Clause 1.21, the Purchaser will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

**1.31. Signing of Contract**

The purchaser shall send the successful bidder the Agreement/Purchase Order. Within Fifteen (15) days of date of the Agreement, the successful bidder shall sign, date, and return it to the Purchaser.

**1.32. Order Acceptance**

The successful bidder should submit Order acceptance within 15 days from the date of issue of purchase order.

**1.33. Details of Installation/Supplies:**

List of reputed organizations in India where the bidder has supplied the similar equipment in the last three years. Attach the performance report of the equipment/s from users as per the [Performance statement form provided]. **If supplied identical equipment (same model/make) to other CSIR Labs/Instt., & any other public funded institution, the details of such supplies for the preceding Three Years should be given together with the contract price and name and contact details of End user.**

## CHAPTER 2

## CONDITIONS OF CONTRACT

## A. GENERAL CONDITIONS OF CONTRACT

## Table of Contents

Sl. No.	Clause
2.1.	Definitions
2.2.	Contract Documents
2.3.	Fraud and Corruption
2.4.	Joint Venture, Consortium or Association
2.5.	Scope of Supply
2.6.	Suppliers' Responsibilities
2.7.	Contract price
2.8.	Copy Right
2.9.	Application
2.10.	Standards
2.11.	Use of Contract Documents and Information
2.12.	Patent Indemnity
2.13.	Performance Security
2.14.	Inspections and Tests
2.15.	Packing
2.16.	Delivery and Documents
2.17.	Insurance
2.18.	Transportation
2.19.	Incidental Services
2.20.	Spare Parts
2.21.	Warranty
2.22.	Terms of Payment
2.23.	Change Orders and Contract Amendments
2.24.	Assignment
2.25.	Subcontracts
2.26.	Extension of time
2.27.	Liquidated damages clause
2.28.	Termination for Default
2.29.	Force Majeure
2.30.	Termination for insolvency
2.31.	Termination for Convenience
2.32.	Settlement of Disputes
2.33.	Governing Language
2.34.	Applicable Law
2.35.	Notice
2.36.	Taxes and Duties
2.37.	Right to use Defective Goods
2.38.	Protection against Damage
2.39.	Site preparation and installation
2.40.	Import & Export Licenses
2.41.	Risk Purchase Clause
B.	Special Conditions of Contract (SCC)

## 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 fulfillment 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 this contract.
- (h) "Related Services" means the services incidental to the supply of the goods, such as transportation, insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (i) "SCC" means the Special Conditions of Contract.
- (j) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (k) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (l) The "Council" means the Council of Scientific & Industrial Research (CSIR), registered under the Societies Registration Act, 1860 of the Govt. of India having its registered office at 2, Rafi Marg, New Delhi-110001, India and the "**Purchaser**" means **Director, CSIR-CFTRI, Cheluvamba Vilas, K.R.S. Road Mysuru 570020.**
- (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

2.3.1 The purchaser requires that bidders, suppliers, contractors and consultants, if any, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy,

(a) The terms set forth below are defined as follows:

- (i) "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;
- (ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- (iii) "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Borrower, designed to establish bid prices at artificial, noncompetitive levels; and
- (iv) "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;

(b) 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;

## 2.4 Joint Venture, Consortium or Association

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

## 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.

The competent authority is authorized to accept or reject any quote on supply without assigning any reasons thereof.

## 2.6. Suppliers' Responsibilities

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

## 2.7 Contract price

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

All supplies of foreign origin are governed by **INCOTERMS 2010** as amended from time to time.

## **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 2.8.1 and 2.11.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in India; and

(b) the sale in any country of the products produced by the Goods.

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

### 2.13 Performance Security [PS]

2.13.1 Within 21 days of receipt of the notification of award/PO, **the Supplier shall furnish performance security in the percentage specified in SCC, valid for 60 days beyond the warranty period.** Alternatively, the PS may also be submitted at the time of release of final payment in cases where part payment is made against delivery & part on installation. The PS, where applicable, shall be submitted in advance for orders where full payment is to be made on Letter of Credit (LC) or on delivery. In this case, submission of PS at the time of negotiation of documents through Bank would be stipulated as a condition in the L.C.

2.13.2 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.

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

2.13.4 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.

2.13.5 The Performance security shall be in the following form:

A Bank guarantee or stand-by Letter of Credit issued by a Nationalized/Scheduled bank located in India or a bank located abroad (endorsed by a Nationalized/Scheduled bank located in India) in the **format provided in the bidding documents.**

2.13.6 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.

2.13.7 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.

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

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

## **2.16. Delivery and Documents**

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

## **2.17. Insurance**

- 2.17.1 Should the purchaser elect to buy on CIF/CIP basis, the Goods supplied under the Contract shall be fully insured in Indian Rupees against any loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in SCC.
- 2.17.2 Where delivery of the goods is required by the purchaser on CIF or CIP basis the supplier shall arrange and pay for Cargo Insurance, naming the purchaser as beneficiary and initiate & pursue claims till settlement, on the event of any loss or damage.
- 2.17.3 Where delivery is on FOB or FCA basis, insurance would be the responsibility of the purchaser. However, if the delay was caused by Indian Agent on any account after receipt of item at CFTRI, the Indian Agent shall be directly responsible for any loss sustained by CFTRI.
- 2.17.4 With a view to ensure that claims on insurance companies, if any, are lodged in time, the bidders and /or the Indian agent shall be responsible for follow up with their principals for ascertaining the dispatch details and informing the same to the Purchaser and he shall also liaise with the Purchaser to ascertain the arrival of the consignment after clearance so that immediately thereafter in his presence the consignment could be opened and the insurance claim be lodged, if required, without any loss of time. Any delay on the part of the bidder/Indian Agent would be viewed seriously and he shall be directly responsible for any loss sustained by the purchaser on the event of the delay.

## **2.18. Transportation**

- 2.18.1 Where the Supplier is required under the Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract price.



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

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

## 2.19. Incidental Services

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

2.19.2 For imported items, while unpacking the items the presence of Indian Agent is required.

## 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.

## 2.21. Warranty

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 have been delivered to and accepted at the final destination indicated in the SCC.

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

- 2.21.5 Upon receipt of such notice, the Supplier shall, within a reasonable period of time (30 Calendar Days) expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 2.21.6 If having been notified, the Supplier fails to remedy the defect within the reasonable period of time, (30 Days) 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.
- 2.21.7 Goods requiring warranty replacements must be replaced on free of cost basis (at Stores, CFTRI) to the purchaser.

## **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 fulfillment of other obligations stipulated in the contract. (see SCC)

## **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**

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**

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

**2.26. Extension of time**

- 2.26.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser.
- 2.26.2 If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, 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 liquidated damages pursuant to Liquidated damages Clause of the GCC unless an extension of time is agreed upon pursuant to above clause without the application of liquidated damages clause.

**2.27. Liquidated damages and Denial Clause-Clause for Late Delivery/Installation.**

- 2.27.1 Subject to GCC Clause on Force Majeure, the supplier should ship the ordered goods within the delivery period mentioned in the order unless extended with denial clause. 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 damages, 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 damages shall be applicable. The damages for delay will be without prejudice to the rights of the purchaser to deny the bidder claims in respect of increase in statutory levies (Customs, GST etc.) occurring after the scheduled delivery period. Purchaser, will however be entitled to the benefit of any decrease of statutory levies during the extended delivery period.

**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, liquidated damages 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 (DG, CSIR)** and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.
- (b) In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration In accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

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

2.32.5 Notwithstanding 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**

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**

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 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**

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**

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 ( $\pm 10\%$ )
- b) Frequency 50 Hz.

**2.39. Site preparation and Pre-Installation requirements**

The Purchaser is solely responsible for the construction of the equipment site/s in compliance with the technical and environmental specifications defined by the Supplier. **The technical bid should contain the details of the Pre-requisites for the installation of the equipment.** The Purchaser will designate the installation site/s 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.

**2.40. Import and Export Licenses**

2.40.1 If the ordered materials are covered under restricted category of EXIM policy in India the Vendor / Agent may intimate such information for obtaining a necessary license in India.

2.40.2 If the ordered equipment is subject to Vendor procuring an export license from the designated government agency / country from where the goods are shipped/sold, the vendor has to mention the name, address of the government agency/ authority. The vendor must also mention the time period within which the license will be granted in normal course.

#### **2.41 Risk Purchase Clause**

2.41.1 If the supplier fails to deliver the goods within the maximum delivery period specified in the contract or Purchase Order, The purchaser may procure, upon such terms and in such a manner as it deems appropriate, Goods or Services similar to those undelivered and the Supplier shall be liable to the purchaser for any excess costs incurred for such similar goods or services.

### **B 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)	<b>The Purchaser is:</b> The Director, CSIR-Central Food Technological Research Institute, Yadavgi P.O. K.R.S.ROAD,MYSURU
GCC 2.1 (m)	<b>The Final Destination is:</b> The Director, CSIR-Central Food Technological Research Institute, Cheluvamba Mansion, KRS Road, Mysuru-570020 India.
GCC 2.13.1	<b>The amount of the Performance Security shall be:</b> <b>Not applicable for this tender.</b>
GCC 2.14.1	<p>The Inspection and Tests prior to shipment of Goods and at final acceptance are as follows:</p> <p>After the goods are manufactured and assembled, inspection and testing of the goods shall be carried out at the supplier's plant by the supplier, prior to shipment to check whether the goods are in conformity with the technical specifications. 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.</p> <p>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.</p> <p>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.</p>

	<p>Successful conduct and conclusion of the acceptance test for the installed goods and equipment shall also be the responsibility and at the cost of the Supplier.</p> <p>Before the goods and equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance Manuals together with Drawings of the goods and equipment built. These shall be in such details as will enable the Purchase to operate, maintain, adjust and repair all parts of the works as stated in the specifications.</p> <p>The Manuals and Drawings shall be in the ruling language (English) and in such form and numbers as stated in the Contract.</p> <p>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.</p> <p>On successful completion of acceptability test, receipt of deliverables, etc. and after the 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. Warranty as per SCC 2.21.3 shall only commence after this.</p>
GCC 2.15.2	<p>The marking and documentation within and outside the packages shall be:</p> <ol style="list-style-type: none"> <li>Each package should have a packing list within it detailing the part no. (s), description, quantity etc.</li> <li>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.</li> <li>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.</li> <li>All the sides and top of each package should carry an appropriate indication/label/stickers indicating the precautions to be taken while handling/storage.</li> </ol>
GCC 2.16	<p>Delivery: Delivery should be effected within <b>8 (Eight) Weeks</b> from the date of contract signed/Letter of credit.</p>
GCC 2.16.1	<p><b>Details of Shipping and other Documents to be furnished by the Supplier are</b></p> <p><b>A. For Goods manufactured within India:</b></p> <p>Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by E-mail and Registered post / Speed post /FAX.</p> <ol style="list-style-type: none"> <li>Two copies of Supplier's Invoice indicating, <i>inter-alia</i> description and specification of the goods, quantity, unit price, total value;</li> <li>Packing list;</li> <li>Certificate of country of origin;</li> <li>Insurance certificate, if required under the contract;</li> <li>Railway receipt/Consignment note;</li> <li>Manufacturer's guarantee certificate and in-house inspection certificate;</li> <li>Inspection certificate issued by purchaser's inspector, if any and</li> <li>Any other document(s) as and when required in terms of the contract.</li> </ol> <p>Note:</p>



	<ol style="list-style-type: none"> <li>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).</li> <li>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.</li> </ol> <p><b>B. For Goods manufactured abroad</b></p> <p>Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by E-mail and Registered Post/Courier /FAX.</p> <ol style="list-style-type: none"> <li>(i) Two copies of supplier's Invoice giving full details of the goods including quantity, value, etc.;</li> <li>(ii) Packing list;</li> <li>(iii) Certificate of country of origin;</li> <li>(iv) Manufacturer's guarantee/warranty and Inspection certificate;</li> <li>(v) Inspection certificate issued by the Purchaser's Inspector, if any;</li> <li>(vi) Insurance Certificate, if required under the contract;</li> <li>(vii) Name of the Vessel/Carrier;</li> <li>(viii) Bill of Lading/Airway Bill, as the case may be.</li> <li>(ix) Port of Loading;</li> <li>(x) Date of Shipment;</li> <li>(xi) Port of Discharge &amp; expected date of arrival of goods and</li> <li>(xii) Any other document(s) as and when required in terms of the contract.</li> </ol> <p>Note:</p> <ol style="list-style-type: none"> <li>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).</li> <li>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</li> </ol>
GCC 2.16.2	In case of <b>supplies from abroad</b> , the mode of transportation shall be by <b>Air/Sea</b> .
GCC 2.17	The Insurance shall be for an amount equal to 110% of the CIF or CIP value of the contract from within "warehouse to warehouse (final destination)" on "all risk basis" including strikes, riots and civil commotion.
GCC 2.19	The incidental services to be provided are as in specification.
GCC 2.21	<b>WARRANTY: The Period of Warranty shall be minimum TWENTY FOUR (24) MONTHS from the date of satisfactory installation, commissioning, training and acceptance at CSIR-CFTRI Mysuru, Karnataka State, India. The period of warranty must be specified clearly in the Technical Bid.</b>
GCC 2.22	The method and conditions of payment to be made to the supplier under this Contract shall be as follows: <b>Payment for Goods supplied from Abroad:</b> Payment of foreign currency portion shall be made in ( ) [currency of the Contract Price] in the following manner:

	<p><b>(i) On Shipment: 100 % (Hundred Percent) of the Contract Price of the Goods shipped shall be paid through Cash Against Documents/Wire Transfer/Irrevocable letter of opened in favor of the Supplier upon submission of documents specified in GCC/SCC.</b></p> <p>The L/C will be confirmed at the suppliers cost, if requested specifically by the supplier. All bank charges abroad shall be to the account of the beneficiary i.e. supplier and all bank charges in India shall be to the account of the opener i.e. purchaser. If L/C is requested to be extended/ reinstated for reasons not attributable to the purchaser, the charges thereof would be to the suppliers' account. Payment of local currency portion shall be made in Indian Rupees within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed. The LC for 100% value of the contract shall be established after deducting the agency commission payable if any, to the Indian agent from the FOB/FCA value.</p> <p><b>Payment for Goods and Services supplied from India:</b> Payment for Goods and Services supplied from within India shall be made in Indian Rupees, as follows:</p> <p><b>On Delivery, Installation and Acceptance:</b> 100 % (Hundred Percent) of the Contract Price shall be paid on receipt of the Goods, upon submission of the documents specified in GCC/SCC and the acceptance certificate issued by the Purchaser.</p>
GCC 2.27.1	<p><b>The Liquidated Damages in case of delay in supply and/or Commissioning shall be @ the rate of 0.5% (Zero Point Five Percent) per week of Delivered price of delayed Goods subject to maximum of four weeks towards the late delivery and 0.5% (Zero Point Five percent) of contract value per week subject to maximum of Four weeks towards delay in installation and commissioning. Thereafter CSIR-CFTRI holds the option to cancel the contract and forfeit the entire Performance Bank Guarantee of the defaulting Supplier which may include the deposit made against other deliveries. The liquidated damages shall be levied on the delivered price of the delayed Goods or unperformed services towards Installation &amp; Commissioning.</b></p>
GCC 2.35.1	<p>For notices, the Purchaser's address is: <b>Section Officer (Stores &amp; Purchase), CSIR-CFTRI, CHELUVAMBA MANSION, K.R.S ROAD, YADAVGIRI POST, MYSURU-570020</b> TEL : 0821-2515440 / 2515447 e-mail: <a href="mailto:sosp@cftri.res.in">sosp@cftri.res.in</a>, <a href="mailto:cosp@cftri.res.in">cosp@cftri.res.in</a></p>

**CHAPTER-3**

**Other standard forms**

**Table of Contents**

<b>Sl. No.</b>	<b>Name</b>
1.	Bidder Information Form
2.	Manufacturers' Authorization Form
3.	Bid Securing Declaration Form
4.	Performance Statement Form
5.	Compliance Statement of Specification offered.
6.	Service Support Detail Form
7.	Acceptance Certificate Form

**1. Bidder Information Form**

a) [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]

Date: [insert date (as day, month and year) of Bid Submission]

Tender No.: [insert number from Invitation for bids]

Page 1 of \_\_\_\_\_ pages

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]
(I) 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-Clauses.

Signature of Bidder \_\_\_\_\_

Name \_\_\_\_\_

Business Address

**2. MANUFACTURERS' AUTHORIZATION FORM**

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

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

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

WHEREAS

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

We hereby extend our full guarantee and warranty in accordance with 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]*

**Bid-Securing Declaration Form**

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) having 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 the 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**

**(For the last 3 years)**

**Name of the Firm.....**

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

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

Place:

Date:

**5. FORMAT OF COMPLIANCE STATEMENT  
OF SPECIFICATION**

Sl. No.	Descriptions/specifications of tender enquiry	Specifications of goods offered.	Compliance Whether "YES" Or "NO"	Deviation, if any, to be indicated in unambiguous terms	Whether the compliance / deviation is clearly mentioned in technical leaflet/ literature <b><u>Page no. in OEM technical brochure</u></b>
1	2	3	4	5	6



**6. SERVICE SUPPORT DETAIL FORM**

Sl. No.	Nature of Training Imparted	List of similar type Equipments serviced in the past 3 years	Address, Telephone Nos. Fax Nos and e mail address

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

Place:

Date:

**7. Acceptance certificate form**

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) Liquidated damages for late delivery (at Lab./Instts. level)Rs. \_\_\_\_\_
- (i) Liquidated damages 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.....  
 Name.....  
 Designation.....  
 Name of the firm.....  
 Date.....

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