



## INVITATION FOR BIDS / NIT

Central Salt & Marine Chemicals Research Institute (CSMCRI), Bhavnagar, India is a constituent Laboratory of the Council of Scientific and Industrial Research (CSIR), New Delhi, under Department of Science & Technology, Ministry of Science & Technology, Govt. of India, New Delhi. CSMCRI is a science and knowledge based research, development and consulting organization. It is internationally known for its excellence in scientific research in Chemical Sciences, Marine Sciences etc.

1. The Director, Central Salt & Marine Chemicals Research Institute (CSMCRI), Bhavnagar, India invites sealed bids from manufacturers, their distributors and Indian Agent of Foreign principals, if any, for purchase of items listed below.

Sr. No	Tender No.	Description of items	Qty.	Single/ Double bid	Bid Security (EMD) INR/USD	Pre-Bid Conference
1	IMP(215)/23/2014-15/PB/T-18	In-Situ particle characterization system	One	Double Bid	₹4,50,000/- /USD 8000	06/08/2014 (11:00 AM)

2. Interested Bidders may obtain further information from the office of the Stores &Purchase Officer

### **CENTRAL SALT & MARINE CHEMICALS RESEARCH INSTITUTE**

Gijubhai Badheka Marg, Bhavnagar - 364 002, Gujarat (India)

Phone: (O) 91-0278-2572354/ 2563805, 2567760, Fax: 91-0278- 2572354/ 2566970,2567562,

E-mail: [spo@csmcri.org](mailto:spo@csmcri.org) / [purchase@csmcri.org](mailto:purchase@csmcri.org) website: [www.csmcrl.org](http://www.csmcrl.org)

3. Each complete set of bidding document may be purchased by any interested bidder on submission of a written application to the above office and upon payment of a non-refundable and non-transferable fee of **Rs. 300.00** in the form of a Demand Draft in favour of The Director, CSMCRI, payable at Bhavnagar during office hours on all working days up to 5.00 p.m. either in person or by post. Alternatively, the bidding documents can be downloaded directly from our website <http://www.csmcrl.org>, free of cost. The bids must reach the office of the Stores &Purchase Officer, CSMCRI, Gijubhai Badheka Marg, Bhavnagar - 364002, India on or before **19/08/2014** up to **5.00 p.m.** hours (IST) and shall be opened on **20/08/2014 at 03:00 p.m.** hours (IST).



A Pre-bid Conference will be held at **CSMCRI** on **06/08/2014** at **11.00 a.m. hours** (IST). All prospective bidders are requested to kindly submit their queries to the address indicated above or e-mail i.d. - **spo@csmcri.org;purchase@csmcri.org** so as to reach CSMCRI latest by **05/08/2014**. **During Pre-Bid Meeting the answers/clarifications to the queries will be made available and also uploaded on our website.** No queries shall be entertained after the Pre-Bid Meeting.

All bids must be accompanied by a bid security as specified above and must be delivered to the above office at the date and time indicated above. Bids will be opened in the presence of Bidders' representatives who choose to attend on the specified date and time. In the event of the date specified for bid receipt and opening being declared as a closed holiday for CSMCRI office, the due date for submission of bids and opening of bids will be the following working day at the appointed time.

The Director, CSMCRI reserves the right to accept any or all tenders either in part or in full or to split the order without assigning any reasons there for.



## INDEX

- ❖ Chapter 1 : Instructions to Bidder (ITB)
  
- ❖ Chapter 2: (a) General Conditions of Contract (GCC) &  
(b) Special Conditions of Contract (SCC)
  
- ❖ Chapter 3 : Schedule of Requirements, Specifications  
and Allied Technical Details
  
- ❖ Chapter 4 : Price Schedule Forms
  
- ❖ Chapter 5 : Qualification requirements
  
- ❖ Chapter 6 : Contract Form
  
- ❖ Chapter 7 : Other Standard Forms



## CHAPTER 1

### **INSTRUCTIONS TO BIDDER**

#### **Table of Contents**

Sr. No. Contents

#### **A. INTRODUCTION**

- 1.1. Eligible Bidders
- 1.2. Cost of Bidding
- 1.3. Fraud and Corruption

#### **B. THE BIDDING DOCUMENTS**

- 1.4. Cost of Bidding Documents
- 1.5. Content of Bidding Documents
- 1.6. Clarification of bidding documents
- 1.7. Amendment of Bidding Documents

#### **C. PREPARATION OF BIDS**

- 1.8. Language of Bid
- 1.9. Documents Comprising the Bid
- 1.10. Bid form and price schedule
- 1.11. Bid Prices
- 1.12. Bid Currencies
- 1.13. Documents Establishing Bidder's Eligibility and qualifications
- 1.14. Documents Establishing Goods' Eligibility And Conformity to Bidding Documents
- 1.15. Bid Security
- 1.16. Period of Validity of Bids
- 1.17. Format and Signing of Bid

#### **D. SUBMISSION AND SEALING OF BIDS**

- 1.18. Submission, Sealing and Marking of Bids
- 1.19. Deadline for Submission of Bids
- 1.20. Late Bids
- 1.21. Withdrawal, substitution and Modification of Bids

#### **E. OPENING AND EVALUATION OF BIDS**

- 1.22. Opening of Bids by CSMCRI
- 1.23. Confidentiality
- 1.24. Clarification of Bids
- 1.25. Preliminary Examination
- 1.26. Responsiveness of Bids
- 1.27. Non-Conformity, Error and Omission
- 1.28. Examination of Terms & Conditions, Technical Evaluation



- 1.29. Conversion to Single Currency
- 1.30. Evaluation and Comparison of bids

- 1.31. Comparison of Bids
- 1.32. Contacting the CSMCRI
- 1.33. Post qualification

**F. AWARD OF CONTRACT**

- 1.34. Negotiations
- 1.35. Award Criteria
- 1.36. CSMCRI right to vary Quantities at Time of Award
- 1.37. CSMCRI right to accept any Bid and to reject any or all Bids
- 1.38. Notification of Award
- 1.39. Signing of Contract
- 1.40. Order Acceptance
- 1.41. Performance Security



## **A - Introduction**

### **1.1. Eligible Bidders**

1.1.1 This Invitation for Bids is open to all suppliers.

1.1.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the CSMCRI 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.

1.1.3 Bidders who fulfil the pre-qualification/eligibility criteria mentioned in Chapter 6 will be considered for technical evaluation.

### **1.2. Cost of Bidding**

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

### **1.3. Fraud and corruption:**

1.3.1 The CSMCRI requires that the *bidders* suppliers and contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the following are defined:

"corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

"fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

"collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the CSMCRI, designed to establish bid prices at artificial, noncompetitive levels; and

"coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

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

## **B - The Bidding Documents**

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

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



## 1.5. Content of Bidding Documents

1.5.1 The goods required, bidding procedures and contract terms are prescribed in the bidding documents which should be read in conjunction. The bidding documents, apart from the invitation for bids have been divided into 8 chapters as under:

- ❖ Chapter 1 : Instructions to Bidder (ITB)
- ❖ Chapter 2: General Conditions of Contract (GCC) and Special Conditions of Contract (SCC)
- ❖ Chapter 3 : Schedule of Requirements, Specifications and Allied Technical Details
- ❖ Chapter 4 : Price Schedule Forms
- ❖ Chapter 5 : Qualification requirements
- ❖ Chapter 6 : Contract Form
- ❖ Chapter 7 : Other Standard Forms comprising:
  - (a) Bidder Information Form
  - (b) Manufacturer's Authorization Form (MAF);
  - (c) Bid Security Form
  - (d) Performance Statement form
  - (e) Deviation Statement Form;
  - (f) Service Support details;
  - (g) Bid form
  - (h) Performance Security Form;
  - (i) Acceptance Certificate Form
  - (j) Indemnity Bond

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

## 1.6. Clarification of bidding documents.

1.6.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the CSMCRI in writing at the CSMCRI address specified in the Invitation for Bids/NIT. The CSMCRI will respond in writing to any request for clarification, provided that such request is received not later than ten (10) days prior to the deadline for submission of bids. The CSMCRI shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the CSMCRI deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under *clause* relating to amendment of bidding documents and Clause relating to Deadline for Submission of Bids. The clarifications and amendments issued would also be hosted on the website of the CSMCRI for the benefit of the other prospective bidders.

## 1.7. Amendment of Bidding Documents

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



- 1.7.2 All prospective bidders who have received the bidding documents will be notified of the amendment in writing or by cable or by fax, or by e mail and will be binding on them. The same would also be hosted on the website of the CSMCRI and all prospective bidders are expected to surf the website before submitting their bids to take cognizance of the amendments.
- 1.7.3 In order to allow prospective bidders reasonable time to take the amendment into account, *while* in preparing their bids, the CSMCRI, at its discretion, may extend the deadline for the submission of bids and host the changes on the website of the CSMCRI.

### **C - Preparation of Bids**

#### **1.8. Language of Bid**

- 1.8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the CSMCRI, shall be written in English language only especially when the details are technical. However of GOI makes it mandatory under Rajbhasha Abhniyam in that case views of Rajbhasha unit of CSIR may be sought.
- 1.8.2 The Supplier shall bear all costs of translation, if any, to the English language and all risks of the accuracy of such translation, for documents provided by the Supplier.

#### **1.9. Documents Comprising the Bid**

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

#### **1.10. Bid form and price schedule**

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





### 1.11. Bid Prices

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

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

(a) For Goods manufactured within India

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

(b) For Goods manufactured abroad

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

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

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

1.11.5 The price quoted shall remain fixed during the contract period and shall not vary on any account. No escalation of prices is permitted.

1.11.6 All lots and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Lots or items not listed in the Price Schedule shall be assumed to be not included in the bid.

1.11.7 In case of imports the freight & insurance will be paid by CSMCRI, as the consignments are to be shipped through the CSMCRI nominated freight forwarder.

1.11.8 The purchases made by the CSMCRI for scientific purpose are exempt from excise duty and Custom Duty at a concessional rate is leviable.

1.11.9 The quotation should be only in Indian Rupees for indigenous items. In case of foreign



quote, the vendors may quote their rates in Indian Rupees as well as in Foreign Currency.

1.11.10 In case of INR bids the price criteria should be on F.O.R., CSMCRI, Bhavnagar. Govt. Levies like central excise duty, sales tax, octroi, etc., if any, shall be paid at actual rates applicable on the date of delivery. Rates should be quoted accordingly giving the basic price, Central Excise Duty, VAT/ Central Sales Tax etc., if any. Please note that CSMCRI is exempted from payment of Excise duty vide Govt. Notification No.10/97-Central Excise dated 1<sup>st</sup> March, 1997. Outstation suppliers may obtain Octroi Exemption Certificate before executing the order.

1.11.11 CSMCRI is exempted from payment of Custom Duty vide Govt. Notification No. 51/96-Customs dated 23<sup>rd</sup> July, 1996. Custom Duty is levied on all import meant for CSMCRI (CSIR). Since the suppliers are requested to quote only on FOB/FCA basis, freight, insurance and custom duty as applicable to R&D Institutions will be paid by CSMCRI.

#### 1.12. Bid Currencies

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

#### 1.13. Documents Establishing Bidder's Eligibility and qualifications

1.13.1 The bidder shall furnish, as part of its bid, documents establishing the bidders' eligibility to bid and its qualification to perform the contract if its bid is accepted.

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

- (a) The bidder meets the qualification criteria listed in bidding documents, if any.
- (b) Bidder that doesn't manufacture the goods it offers to supply shall submit to Manufacturers' Authorization Form (MAF) using the form specified in the bidding document to demonstrate that it has been duly authorized by the manufacturer of the goods to quote and/or supply the goods.
- (c) In case a bidder not doing business within India, it shall furnish the certificate to the effect that the bidder is or will be represented by an agent in India equipped and able to carry out the supply, maintenance, repair obligations etc. during the warranty and post warranty period or ensure a mechanism at place for carrying out the supply, maintenance, repair obligations etc. during the warranty and post-warranty period.

1.13.3 Conditional tenders shall not be accepted

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

1.14.1 To establish the goods' eligibility, the documentary evidence of the goods and services eligibility shall consist of a statement on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment.



1.14.2 To establish the conformity of the goods and services to the specifications and schedule of requirements of the bidding document, the documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of:

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

1.14.3 For purposes of the commentary to be furnished pursuant to above, the Bidder shall note that standards for workmanship, material and equipment, designated by the CSMCRI 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 CSMCRI satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

#### 1.15. Bid Security

1.15.1 The Bidder shall furnish, as part of its bid, a bid security (BS) for an amount of ₹ 4,50,000 /-(**Rs. Four lakh fifty thousand only**) as specified in the Invitation for Bids. In the case of foreign bidders, the BS shall be submitted either by the principal or by the Indian agent and in the case of indigenous bidders; the BS shall be submitted by the manufacturer or their specifically authorized dealer/bidder.

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

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

- (a) A bank guarantee issued by a Nationalized/Scheduled bank/Foreign Bank operating in India in the form provided in the bidding documents and valid for 45 days beyond the validity of the bid. In case a bidder desires to submit a BG issued from a foreign bank, then the same should be confirmed by a Nationalised/Scheduled Indian bank; or
- (b) A Banker's cheque or demand draft in favour of the "Director, CSMCRI" payable at Bhavnagar, issued by any Nationalised /Scheduled Indian bank.



- (c) The tender documents must be accompanied by Bid Security (BS) / Earnest Money Deposit (EMD) of ₹4,50,000/- (**Rs. Four lakh fifty thousand only**) in the form of a Demand **Draft drawn on any Scheduled/Nationalized Bank in favour of the Director**, Central Salt & Marine Chemical Research Institute, Bhavnagar. The BS/EMD can be submitted by the Bidder himself or by his Indian Agent.
- (d) The bidder who submits the tender on behalf of their principals should produce documentary evidence in support of their authority to quote or submit proforma invoice of their principals. In case the Bidder is not represented by any Indian Agent the Bank Guarantee valuing **US \$ 8000/- (US dollar Eight thousand only)** should accompany the Technical Bid towards EMD. The Bank Guarantee is insisted due to steep fluctuations in foreign exchange hence the foreign DD's are not accepted towards BS/EMD.
- (e) Bids submitted without BS/EMD will stand rejected. BS/EMD will not be accepted in the form of cash / cheque or any other form other than DD/Bank Guarantee. No interest is payable on BS/EMD.
- 1.15.4 The bid security shall be payable promptly upon written demand by the CSMCRI in case the conditions listed in the ITB clause 1.15.10 are invoked.
- 1.15.5 The bid security should be submitted in its original form. Copies shall not be accepted.
- 1.15.6 While Bid security BS/EMD is a requirement, the Director of the Lab./Instt may grant exemption of Bid security to some specific parties having sound credentials and are of national /international repute.
- 1.15.7 The bid security of unsuccessful bidder will be discharged /returned as promptly as possible positively within a period of 15 days after the expiration of the period of bid validity or placement of order whichever is later, without any interest. In case of the bidder(s) whose offer is accepted the BS/EMD will be returned on submission of Bank Guarantee as Security Deposit (SD). However, if the return of BS/EMD is delayed for any reason, no interest / penalty shall be payable to the bidders
- 1.15.8 The firms registered with DGS&D, NSIC, Govt. Public Undertakings, Central Autonomous Bodies and with the CSIR Labs./Instts, if any, are exempted from payment of BS provided such registration includes the item they are offering which are manufactured by them and not for selling products manufactured by other companies.
- 1.15.9 In case a bidder intimates at the time of tender opening in writing that the bid security is kept inside the financial bid, then in such cases, the technical bid of the party would be accepted provisionally till opening of the financial bids with which the party has attached the bid security.
- 1.15.10 The bid security may be forfeited:
- (a) If a Bidder withdraws or amends or impairs or derogates its bid during the period of



- bid validity specified by the Bidder on the Bid Form; or
- (b) In case of a successful Bidder, if the Bidder fails to furnish order acceptance within 15 days of the order or fails to sign the contract and/or fails to furnish Performance Security within 21 days from the date of contract/ order.

1.16. Period of Validity of Bids

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

1.17. Format and Signing of Bid

- 1.17.1 The bids may be submitted in single envelop or in two parts as specified in the Invitation for Bids.
- 1.17.2 In case the bids are invited on single envelop basis, then the Bidder shall prepare two copies of the bid, clearly marking each "Original Bid" and "Copy Bid", as appropriate. In the event of any discrepancy between them, the original shall govern.
- 1.17.3 In case the bids are invited on two-bid system, the Bidder shall submit the bids in two separate parts. One part shall contain Technical bid comprising all documents listed under clause relating to Documents Comprising the Bid excepting bid form and price schedules. The other part shall contain the priced-bid comprising bid form and price schedules. The Bidder shall prepare two copies of the bid, clearly marking each "Original Bid" and "Copy Bid", as appropriate.
- 1.17.4 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 1.17.5 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the bid.

**D - Submission and sealing of Bids**

1.18. Submission, Sealing and Marking of Bids



- 1.18.1 The bidders may submit their duly sealed bids generally by post or by hand.
- 1.18.2 In the case of bids invited on single envelop basis, the Bidders shall seal the original and each copy of the bid in separate inner envelopes, duly marking the envelopes as "original" and "copy". The envelopes shall then be sealed in an outer envelope.
- 1.18.3 The main envelope (original) which will contain both the bids should be super scribed with our **tender enquiry No. IMP(215)/23/2014-15/PB/T-18 due on 19/08/2014** and to be submitted to the address given below so as to reach on or before **05.00 PM on 19/08/2014**.

**The Director,  
Central Salt & Marine Chemical Research Institute,  
Gijubhai Badheka Marg,  
Bhavnagar – 364002, India**

The envelopes must be super-scribed with the following information:

- Tender Reference Number
- Due Date
- Name of the Vendor

**Envelope No. 1 : Shall contain “Technical Bid” and Bid Security (BS)/Earnest Money Deposit (EMD).**

The technical offer **should not contain any price information.**

The Technical Bid must be submitted in an organized and structured manner. No brochures/leaflets etc. should be submitted in loose form. Please indicate page nos. on your quotation eg. If the quotation is containing 25 Pages, please indicate as 1/25, 2/25, 3/25 -----25/25.

The Technical Offer should comprise of the following:

- a) The technical bid should contain commercial terms without price with reference to the tender.
  - b) The technical offer should be complete to indicate that all products and services asked for are quoted. Each page of the bid and cutting/corrections shall be duly signed and stamped by the bidder. **Unsigned Tenders will be rejected.**
- 1.18.4 (a) The inner and outer envelopes shall be addressed to the Director, CSMCRI indicated in the SCC.
- (b) Bear the name and address of the bidder, Tender No., due date and a warning "Do not open before 20/08/2014" to be completed with the time and date as specified in the invitation for bids.



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

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

#### 1.19. Deadline for Submission of Bids

1.19.1 Bids must be received by the Director, CSMCRI at the address specified in Invitation for bids not later than the time and date specified therein. In the event of the specified date for the submission of Bids being declared a holiday for the CSMCRI, the Bids will be received upto the appointed time on the next working day.

1.19.2 The CSMCRI 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 CSMCRI and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

#### 1.20. Late Bids

1.20.1 Any bid received by the CSMCRI after the deadline for submission of bids prescribed by the CSMCRI will be rejected.

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

#### 1.21. Withdrawal, substitution and Modification of Bids

1.21.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 18 duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 17.4 (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

(a) submitted in accordance with ITB Clauses 17 and 18 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and

(b) Received by the CSMCRI prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 19.





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

## **E - Opening and Evaluation of Bids**

### **1.22. Opening of Bids by The CSMCRI**

- 1.22.1 The CSMCRI will open all bids one at a time in the presence of Bidders' authorized representatives who choose to attend, as per the schedule given in invitation for bids. The Bidders' representatives who are present shall sign the quotation opening sheet evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the CSMCRI, the Bids shall be opened at the appointed time and location on the next working day. In two-part bidding, the financial bid shall be opened only after technical evaluation.
- 1.22.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.
- 1.22.3 The bidders’ names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as CSMCRI, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bid(s). The contents of the bid forms and price schedules would however be announced only at the time of opening of Priced-bids in the case of two-bid system.
- 1.22.4.1 Bids that are received late shall not be considered further for evaluation, irrespective of the circumstances.
- 1.22.4.2 Bidders interested in participating in the bid opening process, should depute their representatives along with an authority letter to be submitted to CSMCRI at the time of bid opening.

### **1.23. Confidentiality**





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

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

#### 1.24. Clarification of Bids

1.24.1 To assist in the examination, evaluation, comparison and post qualification of the bids, The CSMCRI may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. However, no negotiation shall be held except with the lowest bidder, at the discretion of The CSMCRI. Any clarification submitted by a bidder in respect to its bid which is not in response to a request by The CSMCRI shall not be considered.

#### 1.25. Preliminary Examination

1.25.1 The CSMCRI shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 1.9 have been provided, and to determine the completeness of each document submitted.

1.25.2 The CSMCRI 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) Bid Form and Price Schedule, in accordance with ITB Sub-Clause 1.10;

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

- (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.
- (viii) The tenderer has not agreed to some essential condition(s) incorporated in the tender enquiry.



### 1.26. Responsiveness of Bids

1.26.1 Prior to the detailed evaluation, The CSMCRI will determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantive responsive bid is one, which conforms to all terms and condition of the bidding documents without material deviations, reservations or omissions. A material deviation, reservation or omission is one that:

- (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
- (b) limits in any substantial way, inconsistent with the Bidding Documents, The CSMCRI rights or the Bidder's obligations under the Contract; or
- (c) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

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

1.26.3 If a bid is not substantially responsive, it will be rejected by The CSMCRI and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.

### 1.27. Non-Conformity, Error and Omission

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

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

1.27.3 Provided that the Bid is substantially responsive, The CSMCRI 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 CSMCRI there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals,



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

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

1.28. Examination of Terms & Conditions, Technical Evaluation

1.28.1 The CSMCRI shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.

1.28.2 The CSMCRI shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 14, to confirm that all requirements specified in Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.

1.28.3 If, after the examination of the terms and conditions and the technical evaluation, The CSMCRI determines that the Bid is not substantially responsive in accordance with ITB Clause 26, it shall reject the Bid.

1.29. Conversion to Single Currency

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

1.30. Evaluation and comparison of bids

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

1.30.2 To evaluate a Bid, The CSMCRI shall only use all the factors, methodologies and criteria defined below. No other criteria or methodology shall be permitted.

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

For goods manufactured in India.



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

For goods manufactured abroad

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

- 1.30.4 The comparison between the indigenous and the foreign offers shall be made on FOR destination basis and CIF/CIP basis respectively. However, the CIF/CIP prices quoted by any foreign bidder shall be loaded further as under:
- a) Towards customs duty and other statutory levies—as per applicable rates.
  - b) Towards custom clearance, inland transportation etc. - 2% of the CIF/CIP value.

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

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

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

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

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

- 1.31.1 The CSMCRI shall compare all substantially responsive bids to determine the lowest evaluated bid, in accordance with ITB Clause 1.30.

### 1.32. Contacting The CSMCRI

- 1.32.1 Subject to ITB Clause 1.24, no Bidder shall contact The CSMCRI on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.



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

1.33. Post qualification

1.33.1 In the absence of pre-qualification, The CSMCRI will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 1.13.

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

1.33.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.

**F- Award Of Contract**

1.34 Negotiations

1.34.1 There shall not be any negotiation normally. Negotiations, if at all, shall be held with the lowest evaluated responsive bidder.

1.35. Award Criteria

1.35.1 Subject to ITB Clause 1.37 The CSMCRI will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

1.36. CSMCRI right to vary Quantities at Time of Award

1.36.1 The CSMCRI reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions. Further, at the discretion of The CSMCRI, the quantities in the contract may be enhanced by 30% within the delivery period.

1.37. CSMCRI right to accept Any Bid and to reject any or All Bids

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

1.38. Notification of Award



1.38.1 Prior to the expiration of the period of bid validity, The CSMCRI will notify the successful bidder in writing by registered letter or by cable or telex or fax or e mail that the bid has been accepted and a separate purchase order shall follow through post.

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

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

#### 1.39. Signing of Contract

1.39.1 Promptly after notification, The CSMCRI shall send the successful Bidder the Agreement/PO.

1.39.2 Within twenty-one (21) days of date of the Agreement, the successful Bidder shall sign, date, and return it to The CSMCRI.

#### 1.40. Order Acceptance

1.40.1 The successful bidder should submit Order acceptance within 15 days from the date of issue, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited pursuant to clause 1.15.10 of ITB.

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

#### 1.41. Performance Security

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

1.41.2 The proceeds of the performance security shall be payable to The CSMCRI as compensation



for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

- 1.41.3 The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India and denominated in the currency of the contract in the case of offers received for supply from foreign countries.
- 1.41.4 In the case of imports, the PS may be submitted either by the principal or by the Indian agent and, in the case of purchases from indigenous sources, the PS may be submitted by either the manufacturer or their authorized dealer/bidder.
- 1.41.5 The Performance security shall be in one of the following forms:
- (a) A Bank guarantee or stand-by Letter of Credit issued by a Nationalized/Scheduled bank located in India or a foreign bank with preferably its operating branch in India in the form provided in the bidding documents. Or
  - (b) A Banker's cheque or Account Payee demand draft in favour of The CSMCRI. Or,
  - (c) A Fixed Deposit Receipt pledged in favour of The CSMCRI.
- 1.41.6 The performance security will be discharged by The CSMCRI and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in SCC, without levy of any interest.
- 1.41.7 In the event of any contract amendment, the supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.
- 1.41.8 The order confirmation should be received within 15 days from the date of notification of award. However, The CSMCRI has the powers to extend the time frame for submission of order confirmation and submission of Performance Security (PS). Even after extension of time, if the order confirmation /PS are not received, the contract shall be cancelled and limited tenders irrespective of the value would be invited from the responding firms after forfeiting the bid security of the defaulting firm, where applicable provided there is no change in specifications. In such cases the defaulting firm would not be considered again for retendering in the particular case.



## **CHAPTER 2**

### **CONDITIONS OF CONTRACT**

#### **Table of Contents**

<b><u>Sl. No.</u></b>	<b><u>Clause</u></b>
<b><i>A. GENERAL CONDITIONS OF CONTRACT</i></b>	
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 Schedule 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.	Penalty 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.	Annual Maintenance Contract





## ***B. SPECIAL CONDITIONS OF CONTRACT***

### ***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 CSMCRI 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 CSMCRI under the Contract.
- (h) “Related Services” means the services incidental to the supply of the goods, such as transportation, insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (i) “SCC” means the Special Conditions of Contract.
- (j) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (k) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the CSMCRI 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 The Director, Central Salt & Marine Chemical Research Institute, of the Council situated at Gijubhai Badheka Marg, Bhavnagar - 364002.
- (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 CSMCRI 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 CSMCRI 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/Amalgamation/Acquisition etc.

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 CSMCRI 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 CSMCRI.

### 2.4.2 Amalgamation/Acquisition etc.:

In the event the Manufacturer/Supplier proposes for amalgamation, acquisition or sale its business to any firm during the contract period, the Buyer/Successor of the Principal Company are liable for execution of the contract and also fulfillment of contractual obligations i.e. supply, installation, commissioning, warranty, maintenance/replacement of spares accessories etc. while submitting your bid, you may confirm this condition



## 2.5. Scope of Supply

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

## 2.6. Suppliers' Responsibilities

2.6.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with Scope of Supply Clause of the GCC, and the Delivery and Completion Schedule, as per GCC Clause relating to delivery and document. Supply means: "Supply, Installation, Commissioning and satisfactory demonstration of the whole system and training". If any charges extra are payable for Installation, Commissioning and training, the same should be specified in the commercial offer.

## 2.7 Contract price

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

## 2.8 Copy Right

2.8.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the CSMCRI by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to CSMCRI 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 CSMCRI 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 CSMCRI 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 CSMCRI 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 CSMCRI and shall be returned (in all copies) to CSMCRI on completion of the Supplier's performance under the Contract if so required by CSMCRI.

## 2.12. Patent Indemnity

2.12.1 The Supplier shall, subject to CSMCRI compliance with GCC Sub-Clause 2.12.2, indemnify and hold harmless CSMCRI 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 CSMCRI 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 CSMCRI, CSMCRI shall promptly give the Supplier a notice thereof and the Supplier may at its own expense and in the CSMCRI name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claims.

## 2.13 Performance Security

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

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 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 one of the following forms:



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

(b) A Banker's cheque or Account Payee demand draft in favour of the Director, CSMCRI.

2.13.6 The performance security will be discharged by CSMCRI and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any

2.13.7

2.13.8 obligations, unless specified otherwise in SCC, without levy of any interest.

2.13.9 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.

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

#### 2.14. Installation/Inspections and Tests

2.14.1 Bidder shall be responsible for installation / demonstration wherever applicable and for after sales service during the warranty and thereafter.

2.14.2 Installation demonstration to be arranged by the supplier free of cost and the same is to be done within 15 days of the arrival of the equipment at site.

2.14.3 The Supplier shall at its own expense and at no cost to the CSMCRI 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.

2.14.4 The CSMCRI 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 CSMCRI. The Technical Specifications and SCC shall specify what inspections and tests the CSMCRI requires and where they are to be conducted. The CSMCRI shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.

2.14.5 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 CSMCRI.

- 2.14.6 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 CSMCRI. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the CSMCRI or its designated representative to attend the test and/or inspection.
- 2.14.7 Should any inspected or tested Goods fail to conform to the specifications, the CSMCRI 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 CSMCRI.
- 2.14.8 The CSMCRI 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 CSMCRI or its representative prior to the Goods shipment.
- 2.14.9 The Supplier shall provide CSMCRI with a report of the results of any such test and/or inspection.
- 2.14.10 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 CSMCRI and he shall also liaise with CSMCRI 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 CSMCRI 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 CSMCRI.

#### 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 CSMCRI 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.

2.16.4 The bidders may please note that the delivery of the system should be strictly within **three months from the date of placement of firm order.**

2.16.5 Goods should not be dispatched until the Vendor receives a firm order.

### 2.17. Insurance

2.17.1 Should CSMCRI 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 CSMCRI on CIF or CIP basis the supplier shall arrange and pay for Cargo Insurance, naming CSMCRI 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 CSMCRI.

2.17.4 The equipments to be supplied will be insured by the vendor against all risks of loss or damage from the date of shipment till such time it is delivered at CSMCRI site in case of Rupee transaction.

2.17.5 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 CSMCRI and he shall also liaise with CSMCRI 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 CSMCRI 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 CSMCRI 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 CSMCRI country, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

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

### 2.19. Incidental Services

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

### 2.20. Spare Parts

2.20.1 The Supplier shall be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

(a) Such spare parts as CSMCRI 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 CSMCRI of the pending termination, in sufficient time to permit CSMCRI to procure needed requirements; and

(ii) Following such termination, furnishing at no cost to the CSMCRI, 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 equipment shall carry a comprehensive warranty for a period of **twelve (12) months** from the date of commissioning.

2.21.4 The defects, if any, during the guarantee/warranty period are to be rectified free of charge by arranging free replacement wherever necessary.

2.21.5 The warranty on the associated software should cover providing of upgraded version/s, if any, released during the warranty period free of cost.





- 2.21.6 The bidder shall assure the supply of spare parts after warranty is over for maintenance of the equipment supplied if and when required for a period of 10 years from the date of supply of equipment on payment on approved price list basis.
- 2.21.7 The equipment must be supported by a Service Centre manned by the principal vendor's technical support engineers. The support through this Centre must be available 24 hours in a day, seven days a week and 365 days a year. Also it should be possible to contract the Principal's vendor support Centre on a toll free number/web/mail.
- 2.21.8 An undertaking from the manufacturer is required in this regard stating that they would facilitate the bidder on regular basis with technology / product updates & extend support for the warranty as well.
- 2.21.9 The vendor will have to arrange for all the testing equipment & tools required for installation, testing & maintenance etc.
- 2.21.10 The principal vendor must have a local logistics support by maintaining a local spares depot in the country of deployment of the equipment. This is to ensure immediate delivery of spares parts from Principal Vendor of equipment to its channel partner/system integrator.
- 2.21.11 Details of onsite warranty, agency who shall maintain during warranty and undertake Annual Maintenance Contract/Comprehensive Service Maintenance Contract beyond warranty shall be given in the offer. In case of foreign quote, the Indian Agent who shall maintain during warranty and AMC beyond warranty shall be given in the Technical Offer.
- 2.21.12 The CSMCRI 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 CSMCRI shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 2.21.13 Upon receipt of such notice, the Supplier shall, within a reasonable period of time, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the CSMCRI. This included cost, insurance, freight, custom duty, octroi, local taxes if any should be borne by the beneficiary or his agent. A clear confirmation should be given for this item.
- 2.21.14 If having been notified, the Supplier fails to remedy the defect within reasonable period of time, the CSMCRI 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 CSMCRI may have against the Supplier under the Contract.
- 2.21.15 Goods requiring warranty replacements must be replaced on free of cost basis to CSMCRI.

## 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 CSMCRI 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.

2.22.3 Payments shall be made promptly by CSMCRI but in no case later than thirty (30) days after submission of the invoice or claim by the Supplier.

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

#### 2.23. Change Orders and Contract Amendments.

2.23.1 The CSMCRI 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 CSMCRI;
- (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 CSMCRI 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.

2.23.4 **E-payment** : All payments, CSMCRI prefers to make electronic transfers through State Bank of India, Diwanpara Branch, Bhavnagar.

#### 2.24. Assignment

2.24.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the CSMCRI prior written consent.

#### 2.25. Subcontracts

2.25.1 The Supplier shall notify the CSMCRI 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 CSMCRI.

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 CSMCRI 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 CSMCRI shall evaluate the situation and may, at its discretion, extend the Supplier's time

for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.

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

2.27. Penalty clause

2.27.1 Subject to GCC Clause on Force Majeure, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, CSMCRI shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services or contract value for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the Percentage specified in SCC. Once the maximum is reached, CSMCRI may consider termination of the Contract pursuant to GCC Clause on Termination for Default. The SCC shall also indicate the basis for ascertaining the value on which the penalty shall be applicable.

2.28. Termination for Default

2.28.1 The CSMCRI 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 CSMCRI 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 CSMCRI 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 CSMCRI 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 CSMCRI may procure, upon such terms and in such manner as it deems appropriate, stores similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract.
- c) However, the supplier shall continue to perform the contract to the extent not terminated.



### 2.29. Force Majeure

2.29.1 Notwithstanding the provisions of GCC Clauses relating to extension of time, penalty and Termination for Default the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

2.29.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may included, but not be

limited to, acts of the CSMCRI in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, earthquakes, storms and freight embargoes.

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

### 2.31. Termination for Convenience

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

(b) in the case of a dispute between the CSMCRI 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 CSMCRI shall pay the Supplier any monies due the Supplier.

### 2.33. Governing Language

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

### 2.34. Applicable Law/Jurisdiction



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

2.35. Notices

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

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

2.36. Taxes and Duties

2.36.1 For goods manufactured outside India, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside India.

2.36.2 For goods Manufactured within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred till its final manufacture/production.

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

2.37. Right to use Defective Goods

2.37.1 If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the CSMCRI 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 CSMCRI operation.

2.38. Protection against Damage

2.38.1 The system shall not be prone to damage during power failures and trip outs. The normal voltage and frequency conditions available at site as under:

- a) Voltage 230 volts – Single phase/ 415 V 3 phase ( $\pm 10\%$ ) b)
- Frequency 50 Hz.

2.39. Site preparation and installation

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



#### 2.40 Annual Maintenance Contract

2.40.1 The bidders should also quote for Annual Maintenance Contract after warranty for subsequent years. The AMC cost will be taken into account in deciding the lowest bidder.

2.40.2 No sub-contracting will be allowed for installation or maintaining system/ equipment/ instrument during or after warranty period.

2.40.3 Mention the charges for comprehensive maintenance contract separately in Commercial bid (for post warranty period).

### **B. SPECIAL CONDITIONS OF CONTRACT**

(The Lab./institute may write any special conditions in the contract, as per its specific requirement. However the following Special Conditions of Contract (SCC) shall act as a general guideline and shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC)

#### **Table of Contents**

<b><u>Sl. No.</u></b>	<b><u>GCC Clause</u></b>
(i)	GCC 2.1(1)
(ii)	GCC 2.1(m)
(iii)	GCC 2.13.1
(iv)	GCC 2.14
(v)	GCC 2.14.1
(vi)	GCC 2.15.2
(vii)	GCC 2.16.1
(viii)	GCC 2.16.3
(viii)	GCC 2.17.1
(ix)	GCC 2.19.1
(x)	GCC 2.21.3
(xi)	GCC 2.21.5
(xii)	GCC 2.22.1
(xiii)	GCC 2.27.1
(xiv)	GCC 2.27.1
(xv)	GCC 2.34.1
(xvi)	GCC 2.35.1
(xvii)	GCC 2.39.1

**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.

*[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

GCC 2.1(l) The Purchaser is: *The Director, Central Salt & Marine Chemical Research Institute, Gijubhai Badheka Marg, Bhavnagar - 364002, GUJARAT, India.*

GCC 2.1(m) The Final Destination is: *Central Salt & Marine Chemical Research Institute, Gijubhai Badheka Marg, Bhavnagar -364002, GUJARAT, India.*

GCC 2.13.1 The amount of the Performance Security shall be: 10% of the Contract/Order value.

GCC 2.14 The Inspection and Tests prior to shipment of Goods and at final acceptance are as follows :

GCC 2.14.1 After the goods are manufactured and assembled, inspection and testing of the goods shall be carried out at the supplier's plant by the supplier, prior to shipment to check whether the goods are in conformity with the technical specifications.

- Manufacturer's test certificate with data sheet shall be issued to this effect and submit along with the delivery documents.
- The CSMCRI reserves the options to be present at the supplier's premises during such inspection and testing.
- The acceptance test will be conducted by the CSMCRI, their consultant or other such person nominated by the CSMCRI at its option after the equipment is installed at CSMCRI 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 CSMCRI, the successful completion of the test specified.
- In the event of the ordered item failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the CSMCRI reserve the right to get the equipment replaced by the Supplier at no extra cost to the CSMCRI.
- Successful conduct and conclusion of the acceptance test for the installed goods and equipments shall also be the responsibility and at the cost of the Supplier.
- Before the goods and equipments are taken over by the CSMCRI, the Supplier shall supply operation and maintenance Manuals together with Drawings of the goods and equipments built. These shall be in such details as will enable the Purchase to operate, maintain, adjust and repair all parts of the works as stated in the specifications.





- The Manuals and Drawings shall be in the ruling language (English) and in such form and numbers as stated in the Contract.
- Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purposes of taking over until such Manuals and Drawing have been supplied to the CSMCRI.
- On successful completion of acceptability test, receipt of deliverables, etc. and after the CSMCRI is satisfied with the working of the equipment, the acceptance certificate signed by the Supplier and the representative of the CSMCRI will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the equipment.

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

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

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

For Goods manufactured within India

Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by registered post / speed post and copies thereof by FAX.

- (a) Two copies of Supplier's Invoice indicating, *inter-alia* description and specification of the goods, quantity, unit price, total value;
- (b) Packing list;
- (c) Certificate of country of origin;
- (d) Insurance certificate, if required under the contract;
- (e) Railway receipt/ Consignment note;
- (f) Manufacturer's guarantee certificate and in-house inspection certificate;
- (g) Inspection certificate issued by purchaser's inspector, if any and
- (h) Any other document(s) as and when required in terms of the contract.

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

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



For Goods manufactured abroad

Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by Registered Post/courier and copies thereof by FAX.

- (a) Two copies of supplier's Invoice giving full details of the goods including quantity, value, etc.;
- (b) Packing list;
- (c) Certificate of country of origin;
- (d) Manufacturer's guarantee and Inspection certificate;
- (e) Inspection certificate issued by the Purchaser's Inspector, if any;
- (f) Insurance Certificate, if required under the contract;
- (g) Name of the Vessel/Carrier;
- (h) Bill of Lading/Airway Bill;
- (i) Port of Loading;
- (j) Date of Shipment;
- (k) Port of Discharge & expected date of arrival of goods and
- (l) Any other document(s) as and when required in terms of the contract.

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

GCC 2.16.3 In case of supplies from within India, the mode of transportation shall be by Air/Rail/Road.

In case of supplies from abroad, the mode of transportation shall be by Air/ocean.

*(Delete the ones which are not applicable)*

GCC 2.17.1 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 2.19.1 The incidental services to be provided are as under: 1.Order Acceptance  
2. Certification of pre-installation requirements before delivery of equipment. 3.Installation  
4.Warranty Replacement.  
The cost shall be includedd in the contract price.



GCC 2.21.3 The period of validity of the Warranty shall be: **12 (twelve) months**.

In case of any replacement during the warranty period the same shall be made free of cost i.e. CIP, CSMCRI Stores, Bhavnagar, India basis. All the duties / taxes relating to these replacements have to be borne by the supplier. Dispatch details of such warranty replacements have to be informed in advance to enable us to provide documents for custom clearance.

**Note:** Any replacements during warranty period should be free of cost. If the defective item has to be sent back to the Principal Supplier, for such replacements / returns to the Principal Supplier / Indian Agent has to bear documentation charges. If the cost of replacement is upto Rs. 5.00 Lakh the documentation charges will be Rs. 5,000/- and above Rs. 5.00 Lakh it is Rs. 10,000/-. Such charges have to be paid in favour of The Director, CSMCRI, Bhavnagar. These charges are only for documentation. Any charges regarding packing, forwarding, freight, insurance, etc. should be borne by the Principal supplier / Indian Agent for returning of defective items. In other words, any warranty replacement has to be done immediately/within a week (7 days) without expecting CSMCRI to export the defective items to Principal supplier for repair/replacements. All charges involved for re-export of defective items have to be borne by Principal supplier / Indian Agent.

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

**Payment for Goods supplied from abroad:**

Payment of foreign currency portion shall be made in ( ) [*currency of the Contract Price*] in the following manner:

- i. On Shipment: **90 (%)** percent of the Contract Price of the Goods shipped shall be paid by Sight Draft or through irrevocable Letter of Credit opened in favor of the Supplier through State Bank of India, Diwanpara Branch, Bhavnagar, GUJARAT-INDIA the for the Order value, excluding the Agency Commission due to the Indian Agents and upon submission of documents specified in GCC Clause 2.16.
- ii. On Acceptance: **10 (%)** percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods and successful installation & commissioning upon submission of claim supported by the acceptance certificate issued by the Purchaser along with the Performance security.

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 F OB/FCA value.

**Payment for Goods and Services supplied from India:**

Payment for Goods and Services supplied from within India shall be made in Indian Rupees, as follows:

- (i) **90 (%)** percent payment shall be made against delivery, installation, commissioning and on acceptance as per Purchase Order at site.
- (ii) The remaining **10 (%)** percent of the Contract value shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate issued by the Purchaser subject to submission of performance security.

**NOTE : No advance payments are allowed under any circumstances.**

GCC 2.27.1 The penalty shall be:

- (a) As time is the essence of the contract, Delivery period mentioned in the Purchase Order should be strictly adhered to. Otherwise the bidder will forfeit EMD/SD and also LD clause will be applicable /enforced.
- (b) If the supplier fails to Supply, Install and Commission the system as per specifications mentioned in the order within the due date, the Supplier is liable to pay liquidated damages of 1% of order value per every week of delay subject to a maximum of 10% beyond the due date. Such money will be deducted from any amount due or which may become due to the supplier.
- (c) CSMCRI reserves the right to cancel the order in case the delay is more than 10 weeks. Penalties, if any, will be deducted from the Security Deposit.

GCC 2.27.1 The maximum amount of liquidated damages shall be: *10%*

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

2.34.1 Applicable Law: Indian Law, The place of jurisdiction is **Bhavnagar, India.**

GCC 2.35.1 For notices, the Purchaser's address is Attention: The Director

Location: Central Salt & Marine Chemical Research Institute, Gijubhai Badheka Marg, Bhavnagar - 364002, India. Telephone: 0278-2572354

Facsimile number: 0278-2572354 Electronic mail address: spo@csmcri.org

GCC 2.39.1 The Bidder has to state in detail the Electrical Power/UPS requirements, floor Space, head room, foundation needed and also to state whether Air-conditioned environment is needed to house the system and to run the tests. i.e. pre-



installation facilities required for installation may please be intimated in the technical bid. Subsequently, before the consignment lands in CSMCRI, Bhavnagar the bidder shall confirm that the pre installation requirements are sufficient for installation of the equipment. In other words the bidder -should continuously monitor the pre-installation requirements and see that everything is ready before the consignment is taken to the site for installation



### Chapter 3

#### Schedule of Requirements ,Specifications and allied Technical details

The purpose of the Technical Specifications (TS), is to define the technical characteristics of the Goods and Related Services required by the CSMCRI.

All the items mentioned below should be quoted separately, i.e. they should be quoted by item wise. Some of the items may be optional.

#### In-situ particle characterization system:

Scope of work	Supply, installation, commissioning and demonstration of in-situ particle characterisation system at CSIR-Central Salt and Marine Chemicals Research Institute (CSIR-CSMCRI), Bhavnagar.	
General specification		
	<b>Particulars</b>	<b>Requirement</b>
1.	Description / function	Bench-top complete system for real time in-situ particle characterisation (size and shape), measurement and monitoring of reaction parameters. To be used for monitoring of reactions and crystallisation process. Major components include probes, fully automated reactor, software etc.
2.	Reaction fluid	Clear liquid to slurry.
3.	Solid concentration in reaction media	0 – 30% (w/v)
4.	Reaction pH	0 – 14 (highly acidic to highly alkaline)
5.	Service	-10 °C to 80 °C
6.	Service pressure	Atmospheric
7.	Particle size measurement system	Laser based, for real time in-situ measurement, suitable for use in laboratory reactors of different sizes (500 ml - 5L capacity). Probe diameter: Vendor to specify. To be compatible with the ports provided in the automated reactor Probe length (wetted) (min.): 250 mm, with provision to adjust in-reactor probe length. Minimum measurement range : 0.5µm – 250 µm Probe working temperature range (min.): -10 °C to 120 °C Probe working pressure range (min.): Atmospheric – 5 bar(g)
8.	Particle shape measurement system	Video microscope based, for real time in-situ measurement. Probe diameter: Vendor to specify. To be compatible with the ports provided in the automated reactor Probe length (wetted) (min.): 250 mm, with provision to adjust in-reactor probe length. Minimum measurement range : 2 µm – 250 µm Probe working temperature range (min.): -10 °C to 120 °C Probe working pressure range (min.): Atmospheric – 5 bar(g)
9.	Fully Automated	



	a) Vessel description	Jacketed cylindrical vessel with detachable top lid and stirrer assembly, measurement probes (pH, temperature etc.), sufficient number of ports for accommodating all the probes, reactant feeding etc., suitable for service conditions mentioned above (point no. 1 – 6).
	b) Vessel quantity / capacity	1 no. / 500 ml – 1000 ml
	c) Reaction temperature control	Programmable (with ramp-soak facility). If external circulator is offered, single external circulator with programming facility (ramp-soak) should be offered for both heating and chilling applications.
	d) Pump for reactant dosing / pH control	Programmable syringe pump (2 sets). To be used for either reactant dosing or for pH control, as may be required.
10.	Software	PC/Laptop operable fully integrated and functional software for recipe generation, recording & re-run; step less adjustment of stirrer rpm; real time monitoring, logging & control of reaction parameters and reporting of various process data, viz., pH temperature, reactant dosing rate, CSD, real-time view of particles, as may be applicable. These data will be used to define reaction/growth kinetics, MSZW etc.
		<ul style="list-style-type: none"><li>• All other components, as may be required for smooth, independent and fully automated functioning of the unit.</li></ul>
		<ul style="list-style-type: none"><li>▪ Material of construction</li></ul>
	a. Reactor assembly	Glass of appropriate quality suitable for above mentioned reaction conditions
	b. Stirrer shaft &	SS-316 coated with PTFE
	c. Probes	C22 / sapphire / kalrez / as may be suitable for above mentioned reaction conditions
	d. Other components	Suitable for above mentioned reaction conditions





<b>Please note</b>	System integration (hardware and software) is vendors' responsibility. Vendor is also required to demonstrate complete functionality of the system during commissioning.	
	For smooth installation and commissioning of the complete system, CSIR-CSMCR will provide: (i) Infrastructure: laboratory space and work bench / fume hood. (ii) Utility : electricity (220 vAC / 440 vAC) and water (iii) Technical manpower (project assistants) for assistance (iv) PC / Laptop (vendor to provide required configuration)  <b>Vendor has to provide/arrange for all other goods / services as may be required.</b>	
Warranty, Annual maintenance contract, Spares and Training		
1.	Warranty (for the	1 year from the date of commissioning (min.)
2.	Annual	To be quoted separately for additional 2 years operation
3.	Spares	To be quoted separately for additional 2 years operation
4.	Training at CSIR-	Required. Vendor to suggest duration and cost if any.



## Chapter 4

### **Price Schedule Forms**

*This format is drawn by the lab as per the tender requirements. However an indicative structure of the Price Schedule Forms is provided hereunder for reference.*

#### Table of Contents

<b><u>Sl. No.</u></b>	<b><u>Clause</u></b>
4.1.	Price schedule for Goods being offered from abroad
4.2.	Price schedule for Goods offered from India



**PRICE SCHEDULE FOR GOODS BEING OFFERED FROM ABROAD**

Name of the Bidder \_\_\_\_\_

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

1	2	3	4	5	6		7		8		9
Sl. No.	Item Description	Country of origin	Unit	Quantity	Unit price		Total price (5x6)		Charges for Insurance & transportation to port//place of destination		Total price (7+8)
					FOB (named port of shipment)	FCA (named place of delivery)	FOB (named port of shipment)	FCA (named place of delivery)	Ocean	Air	CIF

**Note:.** Total Bid price in foreign currency \_\_\_\_\_ in words

(a) Indian agents name & address \_\_\_\_\_

(b) Installation, commissioning & training charges, if any \_\_\_\_\_

(c) Cost of Spares \_\_\_\_\_

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

Name

Business Address \_\_\_\_\_

(d) The Indian agent's commission shall be paid in Indian Rupees only based on the Exchange Rate prevailing on the date of negotiation of documents in accordance with clause 2.22.1 of GCC.

(e) The cost of optional items shall be indicated separately.



### PRICE SCHEDULE FOR GOODS BEING OFFERED FROM INDIA

Name of the Bidder \_\_\_\_\_

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

1	2	3	4	5	6	7	8	9	10	11
Sl. No.	Item Description	Country of origin	Unit	Quantity	Ex-Works. Exwarehouse, Ex-show room off the shelf price (inclusive of all taxes already paid)	Total price Ex-Works. Ex - ware house, Ex-show room off the shelf price (inclusive of all taxes already paid) 5x6	VAT & other taxes like excise duty payable, if contract is awarded	Packing & for warding up to station of dispatch, if any	Charges for inland transportation, insurance up to Lab./Instt.	Installation, Commissioning And training Charges, If any

Total Bid price in Indian currency \_\_\_\_\_ in words

Signature of Bidder

Name \_\_\_\_\_

Business

Address \_\_\_\_\_

Note :

(a) The cost of optional items shall be indicated separately.

(b) Cost of Spares \_\_\_\_\_



## Chapter 5

### (Pre-Qualification/Eligibility Criteria)

#### (Pre-Qualification/Eligibility Criteria)

*(Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications. The qualification requirements should be judiciously chosen so as not to stifle competition amongst potential bidders depending upon the requirements, these may be modified, changed, replaced or new conditions added.)*

- (a) Financial Capability: The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):
- (i) Solvency certificates (not older than twelve months) issued by Scheduled/Nationalized bank with whom bidder holds the current account.
- (b) Experience and Technical Capacity: The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s): *[list the requirement(s)]*
- (i) *List of similar installations carried out by the bidder.*
  - (ii) *Satisfactory performance certificates from the user Organizations.*
  - (iii) *Any specific installations in CSIR Labs.*
- (c) Usage Requirement: The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement:
- a. Performance of all the units of crystallization workstation and the accessories
  - b. Accuracy and repeatability of results (heating/ cooling/ measurements/ control)
  - c. Performance of selected probes with specified accuracy (particle size measurement, FTIR)
  - d. Performance of sonication system if selected.
- (d) The bidder shall furnish documentary evidence to demonstrate that the bidder satisfies the bidders' eligibility criteria.
- (e) The Bidder should be a manufacturer/authorized representative of a manufacturer who must have designed, manufactured, tested and supplied the equipment(s) similar to the type specified in the "Technical Specification". The MAF must be enclosed with the technical bid. Such equipments must be of the most recent series/models incorporating the latest improvements in design. The models should be in successful operation for at least one year as on date of Bid Opening.



- (f) The Indian Agents of foreign manufacturers/ suppliers quoting directly on behalf of their principals for items appearing in the restricted list of the current EXIM policy of the Govt. of India are registered with DGS&D.

### **5.1 Evaluation Criteria**

In case of two bid system, the technical bid will be evaluated first. In case a bidder is found to be techno commercially unresponsive, the same shall be intimated to the party giving a time of one week for any representation. If the representation is found unsuitable as per the other terms and conditions and the CSIR rules in this regards, the party will be finally rejected and the unopened financial bid will be returned



## Chapter 6

### Contract form

Contract No. \_\_\_\_\_ Date: \_\_\_\_\_

THIS CONTRACT AGREEMENT is made the [ *insert: number* ] day of [ *insert: month* ], [ *insert: year* ]. BETWEEN

(1) The Council of Scientific & Industrial Research registered under the Societies Registration Act 1860 of the Government of India having its registered office at 2, Rafi Marg, New Delhi-110001, India represented by The Director, Central Salt & Marine Chemical Research Institute, Gijubhai Badheka Marg, Bhavnagar 346002 (hereinafter called “the Purchaser”), and

(2) [ *insert name of Supplier* ], a corporation incorporated under Companies Act of the laws of [ *insert: country of Supplier* ] and having its principal place of business at [ *insert: address of Supplier* ] (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., [ *insert brief description of Goods and Services* ] and has accepted a Bid by the Supplier for the supply of those Goods and Services for a sum of [ *insert Contract Price in words and figures, expressed in the Contract currency (ies)* ] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
  - (a) This Contract Agreement
  - (b) Special Conditions of Contract
  - (c) General Conditions of Contract
  - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
  - (e) The Supplier’s Bid and original Price Schedules
  - (f) The Purchaser’s Notification of Award
  - (g) [ *Add here any other document(s)* ]
- (3) This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents





shall prevail in the order listed above.

- (4) In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- (5) The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Union of India on the day, month and year indicated above. For and on behalf of the Council of Scientific & Industrial Research

Signed: *[insert signature]*

in the capacity of *[ insert title or other appropriate designation ]*

in the presence of *[insert identification of official witness]*

Signed: *[insert signature]*

in the capacity of *[ insert title or other appropriate designation ]*

in the presence of *[insert identification of official witness]*



## Chapter 7

Standard forms common for all Bidders

Table of Contents

<u>Sl. No.</u>	<u>Name</u>	<u>Annexure</u>
1.	Bidder Information Form	Annexure - `A`
2.	Manufacturers' Authorization Form	Annexure - `B`
3	Bid Security / Earnest Money Deposit Form	Annexure - `C`
4.	Performance Statement Form	Annexure - `D`
5.	Deviation Statement Form	Annexure - `E`
6.	Service Support Detail Form	Annexure - `F`
7.	Bid Form	Annexure - `G`

Standard forms common for successful Bidder only.

8.	Performance Security Form	Annexure - `H`
9.	Acceptance Certificate Form	Annexure - `I`
10.	Indemnity Bond	Annexure - `J`



Annexure 'A'

### **Bidder Information Form**

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted. This should be done of the letter head of the firm]*

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 <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>
3. Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
4. Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.

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

Name \_\_\_\_\_

Business Address



Annexure `B`

## MANUFACTURERS' AUTHORIZATION FORM

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

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

Tender No.: *[insert number from Invitation For Bids]*

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

WHEREAS We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract. We hereby extend our full guarantee and warranty in accordance with Clause 21 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

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

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

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*



Annexure 'C'

**BID SECURITY FORM**

Whereas \_\_\_\_\_  
(hereinafter called the tenderer”) has submitted their offer dated \_\_\_\_\_  
\_\_\_\_\_ for the supply of \_\_\_\_\_ (hereinafter called  
the tender”) Against the purchaser’s tender enquiry  
No. \_\_\_\_\_ KNOW ALL MEN by these presents that  
WE \_\_\_\_\_ of \_\_\_\_\_  
having our registered office at \_\_\_\_\_ are bound unto  
\_\_\_\_\_ (hereinafter called the “Purchaser”) In the sum of -----  
-

----- For which payment will and  
truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by  
these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day  
of \_\_\_\_\_ 20\_\_\_\_\_.

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the Tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-  
If the tenderer fails to furnish the Performance Security for the due Performance of the contract.
- (3) Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

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



**Annexure `D`**

**PERFORMANCE STATEMENT FORM  
(For a period of last 3 years)**

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

Order Placed by (full address of Purchaser)	Order No. and date	Description and quantity of ordered equipment	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 Telephone No., FAX No. and email address

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

Place:

Date:



**Annexure `E`**

**DEVIATION STATEMENT FORM**

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

CLAUSE	DEVIATION	REMARKS (INCLUDING JUSTIFICATION)

Place:

Date:

Signature and seal of the  
Manufacturer/Bidder

NOTE:

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





**Annexure `F`**

**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:



Annexure `G'

### Bid Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.]*

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

Tender No.: *[insert number from Invitation for Bids]*

Invitation for Bid No.: *[insert No of IFB]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda]*;
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services *[insert a brief description of the Goods and Related Services]*;
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies]*;
- (d) The discounts offered and the methodologies for their applications are:  
**Discounts.** If our bid is accepted, the following discounts shall apply. *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*
- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 20.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 41 and GCC Clause 13 for the due performance of the Contract;
- (g) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*



Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate “none.”)

(h) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

(i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Submission Form]*

j) Name: *[insert complete name of person signing the Bid Submission Form]* Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

k) Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*



**Annexure 'H'**

**PERFORMANCE SECURITY FORM**

**MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY**

To,

.....

WHEREAS .....

(Name and address of the supplier) (herein after called “the supplier”) has undertaken, in pursuance of contract no. .... dated .....to supply (description of goods and services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of ..... (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

This guarantee shall be valid until the ..... day of ....., 20.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch



**Acceptance certificate form**

No. \_\_\_\_\_  
M/s \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated:

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

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

The same has been installed and commissioned.

- (a) Contract No. \_\_\_\_\_ Date \_\_\_\_\_
- (b) Description of the equipment \_\_\_\_\_
- (c) Name of the consignee \_\_\_\_\_
- (d) Scheduled date of delivery of the consignment to the Lab./Instts. \_\_\_\_\_
- (e) Actual date of receipt of consignment by the Lab./Instts. \_\_\_\_\_
- (f) Scheduled date for completion of installation/commissioning \_\_\_\_\_
- (g) Actual date of completion of installation/commissioning \_\_\_\_\_
- (h) Penalty for late delivery (at Lab./Instts. level)Rs. \_\_\_\_\_
- (i) Penalty for late installation (at Lab./Instts. level Rs. \_\_\_\_\_

Details of accessories/items not yet supplied and recoveries to be made on that account:

Sl. No. Description Amount to be recovered

1. The acceptance test has been done to our entire satisfaction. The supplier has fulfilled his contractual obligations satisfactorily or

The supplier has failed to fulfill his contractual obligations with regard to the following:

- (a).....
- (b) .....
- (c).....
- (d).....

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

For \_\_\_\_\_ Supplier

Signature.....

Name.....

Designation.....

Name of the firm.....

Date.....

For \_\_\_\_\_ Purchaser

Signature.....

Name.....

Designation.....

Name \_\_\_\_\_ of \_\_\_\_\_ the

Lab./Instt.....Date.....



Annexure – 'J'

### Indemnity Bond

No.

Date:

1) Amalgamation/Acquisition

In the event of **M/s.** proposes for amalgamation, acquisition or sale of its business to any other firm during this contract period, **M/s.** and proposed Buyer/Successor of the Principal Company are liable to execute, fulfill contractual obligations without any deviations. For this purpose **M/s.** and proposed Buyer/Successor of the Principal Company shall indemnify itself to the Director, Central Salt & Marine Chemical Research Institute, Bhavnagar to fulfill the contractual obligations as per the terms of the CSMCRI Global Tender and quotation of **M/s.** **Quotation**

**No.** and Central Salt & Marine Chemical Research Institute P.O. No. **dated**

**dated**. The contractual obligations are supply, installation, commissioning, training and warranty maintenance/replacement of spares, accessories etc. as per the above mentioned Purchase Order.

2) Joint Venture, Consortium or Association

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

3) Patent Indemnity

The Supplier shall, subject to CSMCRI compliance and indemnify and hold CSMCRI and its employees and officers harmless 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 CSMCRI 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.

For Principal Supplier

For Indian Agent

CENTRAL SALT & MARINE CHEMICALS RESEARCH INSTITUTE  
(Council of Scientific & Industrial Research)  
Gijubhai Badheka Marg, Bhavnagar 364 002, Gujarat, India

**Electronic Fund Transfer Account Details**

1	Name of account holder	
2	Address	
3	e-mail address	
4	Phone No./Mobile No.	
5	Fax No.	
6	Permanent Account Number (PAN)	
7	Particulars of Bank Account	
	A. Name of the Bank	
	B. Name of the Branch	
	C. Branch Code	
	D. Address	
	E. Telephone No	
	F. Account No.	
	G. Type of Account	
	H. IFSC Code ( RTGS/NEFT)	
	I. MICR code	

We/ I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, I/ we would not hold CSMCRI responsible.

Signature of the account holder

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**Bank Certificate**

It is certified that M/S \_\_\_\_\_ has an Account No \_\_\_\_\_ with our Bank and it is confirmed that the details given above are correct as per our record

Date:

Place:

\_\_\_\_\_  
Signature of the Authorized Official  
of Bank with seal