



CENTRE FOR MATERIALS FOR ELECTRONICS TECHNOLOGY (C-MET)  
(A Scientific Society, under Dept of Information Technology, Govt. of India)  
PANCHAWATI, OFF PASHAN ROAD, PUNE-411 008, INDIA

## TENDER NOTICE

Advt. No.PN/ADM/TEN/02/2010

Sealed Tenders are invited (under TWO BID SYSTEM, i.e., separate Technical Bid and Commercial Bid) from reputed Indian/foreign manufacturers/ authorized distributors/ authorized dealers OR their authorized Indian Agents for the “supply, installation, commissioning and demonstration” of Stores mentioned below: -

Tender Reference No	Brief Description of Stores	EMD (Either in Rs. or US\$)		Cost of tender fee (Either in Rs. or US\$)	
		In Rs.	In US\$	In Rs.	In US\$
PN/ADM/PUR/037/2010	200 KVA Field Emission TEM with EELS -1 No.	16,50,000	36666	2000	45

**Last Date of Issue of Tender Document : 18.02. 2011**  
**Last Date for Receipt of Tender Bid : 23.02. 2011 upto 14.00 Hrs.**  
**Date of Opening of Technical Bids of Tender : 23.02. 2011 at 15.00 Hrs.**

For details, please visit our website <http://www.cmet.gov.in>. Tender documents can be obtained from the Administrative Officer, C-MET, Pune or may be downloaded from our website. C-MET will not be responsible for postal or any other delay and reserves the right to reject any or all the tenders without assigning any reasons.

(Sd/-) Administrative Officer

# Tender Document

**for Competitive Bidding for the Supply, Installation and  
Demonstration of Following Stores/Goods/Equipment**

<b>Item No.</b>	<b>Tender Reference No</b>	<b>Brief Description of Stores/Goods/Equipment</b>
01	PN/ADM/PUR/037/2010	200 KVA Field Emission TEM with EELS – 1No



**Centre for Materials for Electronics Technology (C-MET)**  
**(A Scientific Society of the Department of Information Technology, Govt. of India)**  
**Panchawati, Off Pashan Road, Pune –411 008**  
Tel No.+91-20-25899273 / 25898141 / 25898390  
Fax: +91-20-25898180 / 25898085  
Website – <http://www.cmet.gov.in>.

# TENDER DOCUMENT

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## **SECTION-I: DEFINITIONS**

## **SECTION-I: DEFINITIONS**

In this document, the following terms shall be interpreted as indicated:

- i. C-MET means any one or more of the three laboratories of Centre for Materials for Electronic Technology at Pune, Hyderabad or Thrissur
- ii. "The Tenderer or the Bidder" means the individual or firm submitting a tender or bid for purchase of the Goods and Services by C-MET against a tender notice.
- iii. "The Purchaser(s) or Client(s)" means the organization purchasing the Goods / services (i.e., Centre for Materials for Electronics Technology)
- iv. "The Supplier" or "The Vendor" means the individual or firm supplying the Goods and Services under this Contract.
- v. "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form Signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- vi. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- vii. "The Goods" means all the hardware / equipment, machinery and /or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- viii. "Services" means services ancillary to the supply of the Goods, such as transportation and insurance and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;
- ix. "GTC" means the General Terms and Conditions of Contract contained in this section.
- x. "STC" means the Special Terms and Conditions of Contract.
- xi. "The Client's Country" is the country named in STC.
- xii. "Day" means a working day.

**SECTION-II: INVITATION FOR BIDS & INSTRUCTION TO BIDDERS (IBIB)**

## **SECTION-II: INVITATION FOR BIDS & INSTRUCTION TO BIDDERS (IBIB)**

1. Centre for Materials for Electronics Technology, Pune invites sealed tenders from eligible Indian/Foreign Original Equipment Manufacturers or their authorized distributors, dealers or Indian Agent for supply, installation and commissioning of stores/goods/equipments listed in Section V of this document.
2. Interested eligible Bidders may either

obtain the Tender Document on submission of a written application along with the tender document fee as indicated against the equipment in Indian rupees or equivalent by demand draft in favour of “Centre for Materials for Electronics Technology” payable at Pune ( India) from:-

Administrative Officer  
Centre for Materials for Electronics Technology  
Panchawati, Off Pashan Road, Pune-411 008

OR

download the Tender Document from our website <http://www.cmet.gov.in>. Those who are downloading the tender documents from the website they shall deposit the tender document fee as indicated against the equipment in Indian rupees or equivalent per tender by demand draft in favour of “Centre for Materials for Electronics Technology” payable at Pune ( India) The tender fee shall be deposited in a cover indicating over the cover that the tender fee and put in the technical bid cover.

3. A bidder may bid for any one or more of the items/stores/goods/equipments mentioned in Section V. A separate bid needs to be submitted for each item/store/goods/equipment as per norms given below.
4. Two bid system will be adopted for this tender;

In this system, tenderer must submit their offer in two separate sealed envelopes as mentioned below:

Envelope No. 1: Called "Technical Bid " shall contain (to be submitted in duplicate):

- a. Earnest Money Deposit (EMD) as given in IBIB Clause 12 or necessary exemption certificate if manufacturer is covered under SSI or equivalent exemption. In case the manufacturer is not covered under exemption certificate and the bid is tendered by his authorized agent the earnest money deposit will have to be paid irrespective of the fact that tenderer is an SSI unit.

- b. Form of Details about Tenderer (Sec VII) along with the following documents.
  - i. A certified Xerox copy of Partnership deed / memorandum of articles and associations.
  - ii. Power of attorney, if required
  - iii. Certified copy of valid latest Income Tax clearance certificate
  - iv. Details of service centers, international offices, point of presence, including registration details, if any.
  - v. List of service stations / Customer support stations in India, with detailed address and phone numbers and contact person through whom services will be provided (if required)
  - vi. Documents of previous Experience of Bidder's Eligibility, Purchase order & Completion certificate of end users.
  - vii. Detailed information regarding previous experience of supply and installation of the similar equipment/systems to any Government Organization and list of the clients
  - viii. A copy of the Agency agreement of Indian agent with the Foreign Supplier, if applicable.
  - ix. A copy of registration with DGSD for Indian agent of Foreign Supplier, if applicable.
- c. Technical Compliance for all Clauses in Technical Specifications as given in Section V.
- d. Confirmation letter that the financial bid covers all the items of the tender document.
- e. Guarantee Bond for Performance Security Deposit as given in Section VIII.
- f. Manufacturer's Authorization Form as given in Section IX.
- g. Any other related documents.
- h. Tender Fee (those who are down loaded the tender documents from the website).**

**All Documents in the Technical Bid should be submitted in the above sequence with Index Page and Page numbers.**



Envelope No. 2 : Called "Commercial Bid " shall contain:

- i) Duly filled prescribed Bid Form and Price Schedule (Section VI) with proper seal and signature of authorized person on each paper of tender
- ii) Item-wise unit cost as well as total cost for total requirement should be quoted in clean and neat manner in figure as well as words
- iii) Price bid should contain price details as per Section VI.

Both the technical and commercial envelopes should be sealed separately and clearly indicate "**Envelope no. 1 - Technical Bid**" and "**Envelope no. 2 - Commercial Bid**". Both the sealed envelopes should be kept in a third larger envelope and addressed to the:-

Administrative Officer  
Centre for Materials for Electronics Technology  
Panchawati, Off Pashan Road, Pune-411 008

**Please write the tender reference number on each envelope and seal all the envelopes as per IBIB Clause 15.**

If it is found that the Tenderer does not submit any of the above documents or if it is found that the price quoted is submitted with technical bid, the tender will be rejected.\

#### **IMPORTANT DATES FOR SUBMISSION OF TENDER**

Item no.	Tender Reference No	Brief Description of Stores/Goods/ Equipment	EMD (Either in Rs. or US\$)		Place of Delivery
			in Rs.	In US\$	
01	PN/ADM/PUR/037 /2010	200 KVA Field Emission TEM with EELS- 1No	16,50,000	36666	C-MET, Pune

**Last Date of Issue of Tender Document : 18<sup>th</sup> Febury, 2011**

**Last Date for Receipt of Tender : 23<sup>rd</sup> Febury 2011 up to 1400 Hrs**

**Date of Opening of Technical Bids of Tender : 23<sup>rd</sup> Febury,2011. at 1500 Hrs**

The envelope no. 1 containing Technical Bid will be opened at **1500 Hrs on 23<sup>rd</sup> Febury, 2011 at C-MET, Pune** in the presence of the nominated committee of C-MET at the respective laboratories, in the presence of the participant bidders or their authorized representatives. Any change in this will be duly communicated to the bidders.

## **5. Eligible Bidders**

- 5.1 This invitation for Bids is open to Indian/Foreign Original Equipment Manufacturing companies or their authorized distributors/dealers or Indian Agents who are to supply the equipment and provide warranty on behalf of respective original equipment manufacturers and who have their sales and support office(s) in India.
- 5.2 The Indian/Foreign Original Equipment Manufacturing companies (or their authorized distributors/dealers/Indian Agents) should have been in the business of supply of the stores/goods/equipments successively for the last three years.
- 5.3 The bidder should be preferably ISO-9000 Certified.

**The bidder is required to submit the documentary evidence (Purchase order & Completion Certificate) for the above along with the Technical Bid.**

Government-owned enterprises bidding jointly with private bidders will not be entitled for benefits of Government-owned enterprise.

- 5.5 Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by C-MET in accordance with IBIB Clause 27.

## **6. Eligible Goods and Services**

- 6.1 All goods and ancillary services/spares to be provided under the Contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services.
- 6.2 For purpose of this clause, "origin" means the place from where the goods are supplied, through manufacturing, processing or substantial or major assembling of components from or from which the ancillary services/spares are supplied. Goods are produced, when a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 6.3 The country of origin of goods and services is distinct from the nationality of the Bidder.

## **7. Cost of Bidding**

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

7.2 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.

## **8. Clarification of Bidding Documents**

A prospective Bidder requiring any clarification of the bidding documents may notify

Administrative Officer  
C-MET, Panchawati  
Off Pashan Road, Pune - 411 008, India  
Tel No.: +91-20-25899273 / 25898141 / 25898390  
Fax: +91-20-25898180 / 25898085  
Email – pvbhoite@cmet.gov.in

in writing at the address indicated above. C-MET will respond in writing to any request for the clarification of any bidding documents which it receives 10 day prior to deadline for submission of bids.

## ***B. PREPARATION OF BIDS***

### **9. Language of Bid**

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and C-MET shall be in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an appropriate translation of the relevant document in the English language and in such a case, for purpose of interpretation of the Bid, the English translation shall govern.

### **10. Bid Form**

The Bidder shall complete the Bid Form (Section VI) and the appropriate Price Schedule furnished in the documents indicating the goods to be supplied and services to be offered, a brief description of the goods and services, their country of origin, quantity and price.

### **11. Documents establishing Good's Eligibility and Conformity to Bidding Documents.**

11.1 The Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services, which the Bidder proposes to supply under the contract.

11.2 The documentary evidence of the goods and services eligibility shall consist of a statement in the price schedule on the country of origin of goods and services offered with a certificate of origin shall confirm at the time of shipment.

- 11.3 The documentary evidence of conformity of goods and services to the bidding documents may be in the form of literature, drawing and data, and shall consist of:
- a) A detailed description of the essential technical and performance characteristics of the goods;
  - b) A list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for the period for the three years following the commencement of the use of the goods by C-MET, and
  - c) An item-by-item commentary on C-MET's Technical Specification 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.
  - d) Bidder should give details of the complete details of all the configurations of the equipment offered along with Model and Modules of the product offered.
  - e) Bidder should give Bill of material in technical bid without commercial details.
- 11.4 For purposes of the commentary, the Bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by C-MET in its Technical Specifications are intended to be descriptive only and not restrictive.

## **12. Earnest Money Deposit (EMD)**

- 12.1 E.M.D or Bid Security for each item in Indian Rupees or in US\$ (in case of foreign suppliers with no Indian agent) as per the Table below should be deposited by the Tenderer, in any one of the following forms, alongwith the Technical bid:-
- 12.1.1 Call Deposit Receipt duly endorsed in favour of C-MET or Pay Order or Demand Draft in favour of C-MET.
  - 12.1.2 Bank Guarantee from a Nationalised Bank in favour of C-MET - irrevocable and operative till the expiry of sixty days after the validity of offer.
  - 12.1.3 Fixed Deposit Receipt issued by Nationalised banks endorsed in favour of C-MET Pune as the case may be).

- 12.1.4 EMD in case of a Foreign Supplier should be furnished by its Indian agent in any of the forms of IBIB Clauses 12.1.1 to 12.1.3. In case the Foreign Supplier does not have an Indian agent, EMD may be paid either through Bank Guarantee issued by the foreign branches of Indian nationalized bank or Bank Draft in US\$ in favour of C-MET payable at Pune as the case may be.
- 12.1.5 In case the vendor/supplier/contractor would like to submit EMD by Bank guarantee(BG), then the original BG shall be routed through the banker to C-MET directly (to the concerned lab) by registered post with acknowledgement due. In case the BG is handed over to the vendor/supplier/contractor by the bank for any genuine reasons, the BG issuing branch shall immediately send an unstamped duplicate copy of the BG directly to C-MET (to the concerned lab) by registered post with acknowledgement due with the covering letter to verify the BG issued by us and confirm that it is in order. The vendor/supplier/contractor shall comply this provision meticulously.

Item no.	Tender Reference No	Brief Description of Stores/Goods/Equipments	EMD (Either in Rs. or in US\$)	
			in Rs.	In US\$
01	PN/ADM/PUR/037/2010	200 KVA Field Emission TEM with EELS – 1No	1650000	36,666

- 12.2 The EMD shall be put in a separate envelope superscribing tender reference no. as such on it and put in the envelope containing technical bid as described in IBIB Clause 4. In the absence of EMD the Bid will not be accepted.
- 12.3 The Earnest Money Deposit will be returned along with necessary endorsement for payment to the bidder (without interest) whose offers are not acceptable to C-MET after placing the final order.
- 12.4 The EMD shall also be forfeited:
- 12.4.1 if a Bidder withdraws its bid or increases rates during the period of Bid validity specified by the Bidder on the Bid Form ;
- 12.4.2 or in case of a successful Bidder, if the Bidder fails:

- a) to accept the Purchase Order as per IBIB Clause 25 or refusal to execute the tender after it has been awarded or obligations under the same are not fulfilled; or
- b) to furnish the performance security deposit in accordance with IBIB Clause 26.

**13. Period of Validity Bids**

- 13.1 Bids shall be valid for 90 days after the date of bid opening prescribed by C-MET. A Bid valid for a shorter period shall be rejected by C-MET as non-responsive.
- 13.2 In exceptional circumstances, C-MET may solicit the Bidder's consent to extend the period of validity of the Bid. The request and the responses thereto shall be made in writing. The Bid Security period, shall also be suitably extended. A Bidder may refuse the request by forfeiting its EMD. A Bidder granting the request will not be permitted to modify its bid.
- 13.3 Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

**14. Format and Signing of Bid**

- 14.1 Both the Bids envelopes and their contents 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. Written power-of-attorney accompanying the Bid shall support the latter authorization. The person or persons signing the Bid shall initial all pages of the Bid, except for un-amended printed literature.
- 14.2 Any interlineations, corrections, erasures or overwriting shall be valid only if the person or persons signing the Bid sign them.

***C. SUBMISSION OF BIDS***

**15. Sealing and Marking of Bids**

- 15.1 The Bidders shall seal the two envelopes in separate inner envelopes, duly marking the envelopes as Technical Bid and Commercial Bid. Tender Reference No. and name and address of Bidder should be marked on each of Technical Bid Envelope and Commercial Bid Envelope. These two envelopes should be placed inside an outer envelope. The outer envelope shall be sealed and indicate Tender Reference No. and name and the name and address of the bidder.
- 15.2 The inner and outer envelopes shall be addressed to the  
Administrative Officer, C-MET, Pune- 411 008
- 15.3 The inner envelope shall also indicate the name and address of the Bidder to be returned unopened in case it is declared "late".

15.4 If the outer envelope is not sealed and marked as specified, C-MET will assume no responsibility for the Bid's misplacement or premature opening.

15.5 Telex, cable, e-mail or facsimile bids will be rejected.

**16. Deadline for Submission of Bids**

16.1 **Bids must be received by C-MET at its addresses mentioned above not later than 1400 Hrs on 23<sup>rd</sup> Feburry,2011.** Bids may be sent through courier/speed post or dropped in the Tender Box available in the C-MET, Pune laboratory. In the event of the specified date for the submission of Bids being declared as a holiday for C-MET, the bids will be received upto the appointed time on the next working day.

16.2 C-MET may, at its discretion, extend this deadline for submission of bids by amending the tender document, in which case all rights and obligations C-MET and Bidders will thereafter be subject to the deadline as extended.

**17. Late Bids**

Any bid inadvertently received by C-MET after the deadline for submission of bids prescribed by C-MET, will not be considered and returned unopened to the Bidder.

**D. BID OPENING AND EVALUATION OF BIDS**

**18. Opening of Bids by C-MET**

18.1 **A nominated Committee of C-MET will open all Technical Bids, in the presence of Bidder or his representative, who choose to attend, at 1500 Hrs on 23<sup>rd</sup> Febury,2011 in C-MET, Pune.**

18.2 The Bidder's representative who is present shall sign an attendance register evidencing their attendance. In the event of the specified date of Bid opening being declared holiday for C-MET, the Bid shall be opened at the appointed time and location on the next working day.

18.3 The Bidder's names, the presence or the absence of requisite EMD and such other details as C-MET, at its discretion, may consider appropriate, will be announced at the time of opening. No Bid shall be rejected at the opening, except for late bids, which shall be returned unopened to the bidders.

18.4 After the rigorous evaluation of the Technical Bid by C-MET (Centre for Materials for Electronics Technology), the qualified tenderers will be short-listed.

18.5 No clarification at the initiative of the bidder, after the technical bids are opened shall be entertained.

18.6 The Commercial Bids will be opened from the Short listed Bidders only at a time and place to be intimated to the Short listed Bidders. The bid prices, discounts and such other details as C-MET, at its discretion, may consider appropriate, will be announced at the time of opening of Commercial Bids.

**19. Clarification of Bids**

During evaluation of bids, C-MET, at its discretion, may ask the Bidder for a clarification of its bid. The request for a 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 post bid clarification at the initiative of the bidder; shall be entertained.

**20. Preliminary Examination**

20.1 C-MET will examine the technical bids to determine whether they are complete, whether any computational errors have been made, whether sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids from dealers, without proper authorization from the manufacturer as per **Section IX**, shall be treated as non-responsive.

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

20.3 C-MET may waive any minor formality or non-conformity in a bid, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder. Prior to the detailed evaluation, C-MET will determine the substantial responsiveness of each bid to the bidding documents. For purposes of this Clause, a substantially responsive bid is one, which confirms to all the terms and conditions of the bidding documents without material deviation. Deviations from or objections or reservations to critical provisions such as those concerning EMD (IBIB Clause 12), Guarantee Bond for Performance Security Deposit (IBIB Clause 4), Warranty (GTC Clause 15), Applicable law (GTC Clause 22) and Taxes and duties (STC Clause 1.4 & 1.5) will deemed to be material deviations. C-MET's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

20.4 If a Bid is not substantially responsive, it will be rejected by C-MET and may not subsequently be made responsive by the Bidder by correction of the non-conformity.



## **21. Evaluation and comparison of Bids**

21.1 C-MET will evaluate and compare the bids, which have been determined to be substantially responsive.

21.2 In C-MET's evaluation of a bid price, such price evaluation shall include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and excise duty on the finished goods, (if Payable) and price of incidental services, the following factors, in the manner and to the extent indicated in the Technical Specifications:

21.2.1 Cost of inland transportation, freight, transit insurance, and other costs within India incidental to the delivery of the goods to their final destination;

21.2.2 Delivery schedule offered in the bid;

21.2.3 Deviations in payment schedule from that specified in the General Terms and Conditions of Contract;

21.2.4 The availability in India of spare parts and after-sales services for the equipment offered in the bid;

21.3 Delivery Schedule

C-MET require that the goods under the Invitation for Bids shall be delivered at the time specified in the Technical Specifications. The estimated time of arrival of goods at the C-MET site should be calculated for each bid after allowing for reasonable transportation time. The supplier will have to pay a penalty to C-MET in the form and at the rate mentioned in the GTC Clause No.19. No credit will be given to earlier deliveries and Bids offering delivery beyond 04 to 06 weeks of stipulated delivery period will be treated as unresponsive.

21.4 Deviation in Payment Schedule.

The Special Terms and Conditions of Contract stipulates the payment schedule offered by C-MET.

21.5 Spare parts and after sales services facilities in India

The cost to C-MET of establishing the minimum services facilities and parts inventories, as outlined elsewhere in bidding documents, if quoted separately, shall be added to the bid price.

## **22 Contacting C-MET**

22.1 Subject to IBIB Clause 19, no Bidder shall contact C-MET, Pune on any matter relating to its bid, from the time of the bid opening to the time of contract is awarded. If he wishes to bring additional information to the notice of C-MET, it should do so in writing. C-MET reserves its right as to whether such additional information should be considered or otherwise.

22.2 Any effort by a Bidder to influence C-MET in its decision on bid evaluation, bid comparison or contract award shall result in disqualification of the Bidder's Bid and also forfeiture of his EMD amount.

### **23 Purchase's Right to Accept Any Bid and to Reject Any or All Bids**

C-MET reserve 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 Contracts, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or Bidders of the grounds for C-MET's action.

### **24 Notification of Awards**

24.1 Prior to the expiration of the period of the bid validity, C-MET will notify the successful bidder in writing, to be confirmed in writing by registered letter, that his bid has been accepted unconditionally.

24.2 The notification of award will constitute the formation of the Contract at Bidder's cost.

24.3 Upon the successful Bidder's furnishing of Performance Security Deposit pursuant to IBIB Clause 26, C-MET will promptly notify each unsuccessful Bidder and will discharge its EMD or bid security; pursuant to IBIB Clause 12.

### **25 Signing of Contract**

25.1 At the same time as C-MET notifies the successful Bidder that its bid has been accepted, C-MET will send the bidder the Purchase Order, incorporating all the terms and conditions.

25.2 Within 10 days of receipt of the Purchase Order/Contract, the successful bidder shall sign and date the Purchase Order/contract and return it to C-MET along with Performance Security Deposit as per IBIB Clause 26.

### **26 Performance Security Deposit**

26.1 Within 10 days of the receipt of notification of award of purchase order / contract from C-MET, the Bidder shall furnish a Performance Security Deposit equivalent to 10% of the contract value in anyone of the forms as given below:

26.1.2 Call Deposit Receipt duly endorsed in favour of C-MET or Pay Order or Demand Draft in favour of C-MET.

26.1.3 Bank Guarantee from a Nationalised Bank in favour of C-MET - irrevocable and operative for the entire period starting from acceptance of the contract ending 60 days after completion of the warranty period or 20 months, whichever is longer.

26.1.4 In case the vendor/supplier/contractor would like to submit security performance security Deposit by Bank guarantee(BG), then the original BG shall be routed through the banker to C-MET directly (to the concerned lab)by registered post with acknowledgement due. In case the BG is handed over to the vendor/supplier/contractor by the bank for any genuine reasons, the BG issuing branch shall immediately send an unstamped duplicate copy of the BG directly to C-MET (to the concerned lab)by registered post with acknowledgement due with the covering letter to verify the BG issued by us and confirm that it is in order. The vendor/supplier/contractor shall comply this provision meticulously.

26.1.5 Fixed Deposit Receipt issued by Nationalised banks endorsed in favour of C-MET Pune.

In case the Foreign Supplier does not have an Indian agent, Performance Security deposit may be paid either through Bank Guarantee issued by the foreign branches of Indian nationalized bank or Bank Draft in US\$ in favour of C-MET payable at Pune.

26.2 The Performance Security Deposit is required towards fulfillment of the Purchase order / Contract obligations. This Security Deposit will be forfeited in case the successful Bidder fails to execute the Purchase order/ Contract.

26.3 Failure of the successful Bidder to comply with the requirement of the IBIB Clause 27 can constitute sufficient grounds for the annulment of the award in which event C-MET may call for new bids.

## **27 Corrupt or Fraudulent Practices.**

27.1 C-MET requires that the bidders/suppliers/ contractors under this tender, observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, C-MET:

27.1.1 Defines for the purposes of this provision, the terms set forth as follows:

- a) “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of the public official in the procurement process or in contract execution; and
- b) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to the detriment of C-MET, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive C-MET of the benefits of the free and open competition;

27.1.2 will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

27.2 C-MET will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

**28 Interpretation of the clauses in the Tender Document / Contract Document**

In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the Contract Document, the interpretation of the Executive Director, C-MET shall be final and binding on all parties.

**29 In case of any legal dispute the jurisdiction will be Pune only.**

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**SECTION III: SPECIAL TERMS AND CONDITIONS (STC)**

### SECTION III: SPECIAL TERMS AND CONDITIONS (STC)

#### **1. FOR INDIAN SUPPLIERS:**

- 1.1 C-MET reserves the right to allow the public enterprises price preference facility as admissible under the existing policy.
- 1.2 C-MET shall be under no obligations to accept the lowest or any other tender and shall be entitled to accept or reject any tender in part or full without assigning any reasons whatsoever.
- 1.3 In case of partnership firm or Joint Hindu concern, the names and full particulars of the partners or the members if the Joint Hindu family owning the concern, the information will have to be submitted on separate sheet along with the Tender. The Tender must be signed:-
  - (i) In the event of being a sole proprietary concern by the sole proprietor or by a constituted attorney duly authorized to enter into and sign agreements on his behalf including agreement to refute disputes arising under or relating to such agreement to arbitration by a power of attorney signed by the proprietor and authenticated by a Notary Public or Magistrate.
  - (ii) In the event of being a partnership firm, by all partners or by a constituted attorney duly authorized to enter into and sign on behalf of the partnership firm including agreements, to refute disputes arising under or relating to such agreements or arbitration by a power of attorney executed under the firm's common seal and authenticated by a Notary Public or a Magistrate.
  - (iii) In the event of being a Hindu Joint Family concern, by the Kartas of the Joint family

#### **1.4 SALES TAX/ Value Added Tax (VAT):**

- 1.4.1 Sales/General Taxes where legally leviable and intended to be claimed should be distinctly shown along with the price quoted. Where this is not done, no claim for Sales/General taxes will be admitted at any later stage and on any ground whatsoever.
- 1.4.2 When Sales/Central Tax is claimed as extra by the Tenderer in general, and on packing charges in particular, the following certificates should be submitted by the Tenderer to the authority on the bills itself:-

- (a) Certified that the Sales Tax is actually payable on the goods and packing charges as per the provisions of Sales Tax/ Central Sales Tax or the State Sales Tax Act or the rules made thereunder and the amount charged on account of Sales Tax on these goods and packing charges are not more than what is payable under the provision of relevant Act or the rule thereunder.
- (b) Certified further that we have actually paid Sales Tax/Central Sales Tax *and* are being assessed to Sales Tax on packing charges and also that where there are statutory exemptions, under the relevant Act/Law of the State Government concerned, we have availed ourselves of it and certified non-availability of such a provision for Sales Tax on packing charges claimed.
- (c) Certified that in respect of amount claimed in the bill, no claim is pending for refund or is admissible. Certified that in the event of our getting refund in whole or in part of the element or Sales/Central Sales Tax on packing charges, claimed for government, we shall pass on the benefit to C-MET by remitting to government the amount equivalent to the amount of refund obtained by us.
- (d) Certified further that we (our Branch of Agent).....(ad dress) is registered as dealers in the State of ..... under central Regn. No.....**and in the state under local Regn. No.....** for the purpose of State Tax. When the Tender is signed by a constituted attorney of the sole proprietor of a concern or when the tenders is on behalf of the firm by a constituted attorney of its partners as provided in sub-clauses (i) and (ii) above, then original power of attorney appointing him as such constituted attorney of its partners as provided in sub clauses (iii) above, the original power of attorney along with resolutions (if it is required under its article of association) authorizing the affixation of its common seal on the power of attorney and a copy of its articles of Association shall be attached with the tender. If, however, the power of attorney has been previously furnished to and approved by C-MET, the Tenderer need not send the same with the Tender, again. Failure on the part of Tenderer to comply with the instructions contained in this clause, shall render the Tender for rejection.
- (e) 'C' and 'D' forms are not applicable to C-MET. As such, taxes actually leviable, should be quoted.

## **1.5 EXCISE DUTY**

- 1.5.1 Any stores/goods/equipments to be supplied to C-MET are exempt from payment of Central Excise Duty. Necessary certificate shall be provided to the Supplier before supply of the order. The Commercial Bid from Indian Suppliers should contain the Basic Price and percentage of Excise Duty should be shown separately.
- 1.5.2 If it is desired to ask for excise duty or any other charges, as extra. The same must be specifically stated. In the absence of any such statement no claim for the same will be entertained (where the excise duty is leviable on advalorem basis, the tenderer should submit along with the tender the form-1 and the Manufactures' price List showing the actual assessable value of the stores/goods/equipments, as approved by the Excise authorities.)
- 1.5.3 In the case any refund of excise duty is granted to Tenderer by the Excise Authorities in respect of stores/goods/equipments supplied under the contract he will pass on the credit to C-MET immediately along with a certificate to the effect that the credit so passed on relates to the excise duty originally paid for the stores/goods/equipments supplied under the contract. In case of failure to do so within 10 days of the issue of the excise duty refund order to Tenderer by the Excise Authorities, C-MET would be empowered to deduct a sum equivalent to the amount refunded by the Excise Authorities without any further reference to Tenderer from any of the outstanding bills against this or any other pending Government Contracts and that no dispute on this account would be raised by the Tenderer.
- 1.5.4 The Tenderer is also required to furnish to the paying authority the following certificates:-
- (a) Certificate with cash bill to the effect that no refund has been obtained in respect of the reimbursement of excise duty made to Tenderer during three months immediately preceding the date of the claim covered by the relevant bill.
  - (b) certificate of the tenderers auditor whether any refunds have been obtained or applied for by them or not in the preceding financial year, after the annual audit of their accounts also indicating details of such refunds / application, if any should be given. The certificate should contain reference to all Purchase order/contracts held by the Tenderer.



- (c) A certificate along with the final payment bills of the firm to the effect whether or not they have any pending appeal/protest for refund or partial refund of Excise Duties already reimbursed to firm by the Government pending with the Excise Authorities and if so, the nature of the amount involved, and the position of such appeals. The authorized officials as mentioned in foregoing concerned paras should sign the certificate.
- (d) An undertaking to the effect that in case it is detected by the C-MET that any refund from Excise Authorities was obtained by the Tenderer after obtaining reimbursement from the paying authority and if the same is not immediately refunded by the Tenderer to the paying authority giving details of particulars of the transaction, paying authority will have full authority to recover such amount from the Tenderer outstanding bills against that particular contract or any other pending C-MET contracts and that no dispute on this account would be raised by the Tenderer.

#### **1.6 PAYMENT TERMS**

Payments shall be made promptly by C-MET, but in no case later than thirty (30) days, after submission of the pre-receipted invoice or bills in duplicate by the Supplier and successful installation and demonstration of the stores / goods / equipments by the supplier.

## **2. FOR FOREIGN SUPPLIERS**

- 2.1 Cost of the items should be mentioned clearly in the Commercial Offer (Part-II) only. The optional and any other essential items / accessories required for the maintenance of the equipment for the next three years should also be specified in the offer separately.
- 2.2 All costs should be given in Indian rupees and/or in a convertible currency like US-\$, UK- Pounds, Japan- Yen, France- Francs or German Mark or Euro.
- 2.3 The Principal Supplier should clearly indicate the address of its Indian Agent, if any, and percentage (%) of Agency Commission payable, if any.
- 2.4 The Indian Agent should produce a copy of the Agency Agreement with the foreign principal giving the precise relationship between them and their mutual interest in business.
- 2.5 In case of tender submitted by an Indian agent, a copy of their registration certificate with DGS&D, New Delhi under the compulsory Scheme of Ministry of Finance regarding the registration of Indian Agent of foreign supplier has to be enclosed.
- 2.6 The Bidder should indicate the names of the reputed Indian organizations, CSIR Labs and other scientific and technical institutes where the Bidder has supplied similar equipment and attach satisfactory performance report of the equipment from the user organizations.
- 2.7 Details of services rendered by the Bidder as well as after-sales services offered by him should be made clear in the Bid.
- 2.8 The Tenderer's conditions printed on the tender or otherwise sent along with the tender shall not be binding on C-MET.
- 2.9 Supply means "Supply, Installation, Commissioning and satisfactory demonstration of the whole system and training". If there are any extra charges for Installation, Commissioning and training, the same should be specified in the commercial offer.
- 2.10 The address of Principal's/Manufacturer's and their Banker's details should be furnished.
- 2.11 C-MET'S import license is covered under EXIM policy of 2002 - 2007.

- 2.12 Installation is 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.
- 2.13 The makes / brand and name and address of the manufacturer, Country of Origin, Country of Shipment and currency in which rates are quoted are to be mentioned.
- 2.14 The payment of local currency portion shall be payable in equivalent Indian Rupees, within 30 days after the receipt of the equipment in good condition and after satisfactory installation and commissioning and demonstration.
- 2.15 Details of onsite warranty, agency that shall maintain the supplied stores/goods/equipments during warranty and undertake Annual Maintenance Contract (AMC)/Comprehensive Service Maintenance Contract beyond warranty shall be given in the offer. In case of foreign supplier, the Indian Agent who shall maintain supplied stores/goods/equipments during warranty and provide maintenance beyond warranty shall be given in the Technical Offer.
- 2.16 The supply of spare parts is to be guaranteed at least for a period of 5 years after the supply of the equipment. GTC Clause 14 for supply of spare parts shall apply in addition to this.
- 2.17 The price of imported stores/goods/equipments shall be quoted specifying:
- (a) F.O.B. Prices in any foreign currency and/or Indian rupees equivalent and port of shipment.
  - (b) C.I.F. Prices in any foreign currency and/or Indian Rupees equivalent.  
F.O.R destination - in Indian Rupees only.  
The estimated cost of the freight and insurance should be specified separately and individually.
  - (c) Agency Commission payable to Indian agent, if any, included in the F.O.B. / C.I.F. price should be given separately.
  - (d) The stores/goods/equipments are required to be installed at C-MET, Pune/Hyderabad/Thrissur and subsequent Training to be provided to C-MET's employees shall be arranged by the Seller, free of cost, at the place of consignee.

2.18 PAYMENT TERMS

Payment shall be made through irrevocable Letter of Credit (L.C.) in favour of the foreign supplier through C-MET's banker.

2.19 Shipment should be effected as far as possible through Air India.

2.20 FORWARDING OF SHIPPING DOCUMENTS ETC. TO THE CONSIGNEE

2.20.1 Port of Delivery shall be intimated by the C-MET.

2.20.2 Advance shipment intimation shall be sent to C-MET, by the Tenderer, as required in the purchase order.

2.20.3 After completion of the shipping arrangements by the forwarding agent, he shall promptly provide C-MET with the original Airway bill and copies of Airway bill showing air freight charges, freight sheets, invoices, and packing slips to enable C-MET to arrange for the clearance of goods from the Indian Customs.

2.20.4 The Supplier shall also provide to C-MET a set of documents containing the following : -

- i) Commercial Invoice in triplicate
- ii) Packing list in triplicate
- iii) Evidence of Dispatch (A copy of non-negotiable AWB copy)
- iv) Certificate of origin

2.21 INSPECTION AND WARRANTY:

2.21.1 The inspection of the consignment on receipt in India shall also be carried out before taking over by C-MET, by the ultimate consignee or his nominee.

2.21.2 In all cases, whether inspection is carried out by C-MET's Inspector or not, Manufacturer's Test Certificate shall invariably accompany the equipment.

2.21.3 Instruments / Equipments /Components and all the materials, supplied against the order must be provided with standard / one year guaranty/warranty against manufacturing and functional defects and the date of warranty / guarantee shall commence from the date of installation / commissioning.

**2.22 Other Terms:**

2.22.1 Agency Commission: Shall be payable to Indian Agent, after installation and testing of the equipment. The payment shall be made in Indian Rupees only.

2.22.2 Banking / L.C. Charges : In India on C-MET's account and abroad on Supplier's account, at actuals on opening of L.C. All charges for amendment of L.C. after its opening shall be on Supplier's account.

2.22.3 Freight, Clearing etc. : On C-MET's account, payable in Indian Rupees.

2.22.4 The supplier shall be responsible for obtaining permission for export from the govt. of the country of the origin. All expenses in this regard will be borne by the supplier.

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**SECTION IV: GENERAL TERMS AND CONDITIONS (GTC)**

## **SECTION IV: GENERAL TERMS AND CONDITIONS (GTC)**

### **1. Criteria for pre-qualification of tender and negotiations**

Specifications conforming to the requirement or better than that, Past Performance, Financial Soundness, Technical Competence, Total Cost and Organizational Capability of the Tenderer to provide installation, commissioning, after sale service and spare parts supply shall be some of the crucial parameters for pre-qualification of tenderers to be called for negotiations.

### **2. Re-tendering**

2.1 On finding inadequate response to Tender Notice or if the Prices quoted are substantially high and negotiations with the tenderers have not resulted in any positive response C-MET may accept or order re-tendering.

2.2 In case a ring is suspected, re-tendering will normally be resorted to.

### **3. Price escalation**

Procurement will normally be based on firm prices, excepting where material costs are likely to be dependent upon statutory variation or are liable to wide fluctuations as in the case of non-ferrous metals. In such cases, to determine the escalation, documentary proof, shall be produced by the supplier.

### **4. Performance Security Deposit**

4.1 The Performance Security Deposit as per IBIB Clause 26.1 shall be for entire period from acceptance of Contract to completion of warranty plus 60 days.

4.2 The proceeds of the Performance Security Deposit shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

4.3 The Performance Security Deposit will be discharged by C-MET and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligations under the contract.

4.4 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 Deposit, rendering the same valid for the duration of the Contract, as amended for further period of 60 days thereafter.

## **5. Country of Origin**

- 5.1. All Goods and Services supplied under the Contract shall have their origin in the member countries and territories eligible.
- 5.2. For purposes of this Clause “origin” means the place where the Goods produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing or substantial and manor assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 5.3. The country of origin of Goods and Services is distinct from the nationality of the Supplier.

## **6. Standards**

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

## **7. Patent Rights**

The Supplier shall indemnify C-MET against all third-party claims of infringement of patent, trademark, Copy Right or industrial design rights arising from us of the Goods or any part thereof in India.

## **8. Tender Specifications**

- 8.1 The specifications for the items quoted should be explicitly clear and all available technical literature, catalogues and other data in support of the specifications of the items should be furnished along with the Tender. In the event of an alternative offered by the Tenderer, full specifications, details, literature, etc., which may justify consideration of such alternative offer, need to be given.
- 8.2 It should specifically be mentioned as to whether the price quoted includes all taxes and duties. Sales tax and/or other duties and levies where legally leviable and intended to be claimed should be distinctly shown separately in the Tender. Packing, Forwarding and handling charges, etc., if any, to be quoted separately.
- 8.3 The Tenderer should provide all the information asked for in the Form for Details about the Tenderer.



- 8.4 The Tenderer 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.

## 9. Validity of Tender:-

The quotations should be valid, for a period of 90 days from the last date of receipt of the Tender.

## 10. Inspections and Tests

- 10.1 C-MET or its representative shall have the right to inspect and/or to test the Goods and services to confirm their conformity to the Contract specifications at no extra cost to C-MET. C-MET shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.
- 10.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at 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 C-MET.
- 10.3 Should any inspected or tested Goods fail to conform to the specifications, C-MET 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 C-MET.
- 10.4 C-MET's right to inspect test and, where necessary, reject the Goods after their arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by C-MET or its representative prior to the Goods shipment.
- 10.5 **Nothing in GTC Clause 10 shall in any way absolve** the Supplier from any warranty or other obligations under this Contract.

## 11. Packing

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, and the remoteness of the Goods final destination and the absence of heavy handling facilities at all point in transit.

## **12. Delivery and Documents**

Delivery of the Goods and services shall be made by the Supplier in accordance with the terms specified by C-MET in the Purchase Order.

## **13. Insurance**

Insurance shall be arranged by C-MET for the Goods supplied under the Contract in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

## **14. Spare Parts**

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

- 14.1 Such spare parts as C-MET may elect to Purchase from the Supplier, providing that this election shall not absolve the Supplier of any warranty obligations under the Contract; and
- 14.2 In the event of termination of production of the spare parts:
  - i. advance notification to C-MET of the pending, termination, in sufficient time to permit C-MET to procure needed requirements; and
  - ii. Following such termination, furnishing at no cost to C-MET, the blueprints, drawings and specifications of the spare parts, if requested.
- 14.3 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares. Other spare parts and components shall be supplied as promptly as possible but in any case within one month of placement of order.

## **15. Warranty**

- 15.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by C-MET's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

- 15.2 This warranty shall remain valid for 12 months after the Goods or any portion thereof as the case may be, have been delivered, commissioned and accepted at the final destination indicated in the Contract, or for 18 months after the date of receipt of goods at the final destination whichever period concludes earlier, **unless specified otherwise in the STC.**
- 15.3 C-MET shall promptly notify the Supplier in writing of any claims arising under this warranty
- 15.4 Upon receipt of such notice, the Supplier, with all reasonable speed, repair or replace the defective goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on C-MET for the replaced parts/goods thereafter.
- 15.5 If the Supplier, having been notified, fails to remedy the defect(s) within a reasonable period of one month, C-MET may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which C-MET may have against the Supplier under the Contract.
- 15.6 If the down time is more than eight hours, supplier shall provide temporary replacement of the defective component and remove the defect. If the downtime is more than seventy two hours then the warranty period will be extended by one month for entire contract.
- 15.7 The Bidder must indicate who will maintain equipment/instrument after warranty period (post warranty) by giving the name of Firm, address, contact person, phone no. and fax no. etc in the Technical Bid.
- 15.8 The Bidder has to quote rates for Annual Maintenance Contract (AMC), if any, only in Commercial Bid.

## **16. Payment**

- 16.1 The methods and conditions of payment to be made to the Supplier under this Contract shall be specified in the STC.
- 16.2 The Supplier's request(s) for payment shall be made to C-MET in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to GTC Clause 12, and upon fulfillment of other obligations stipulated in the contract.

## **17. Prices**

Prices payable to the Supplier as stated in the Contract shall not be changed and remains applicable during the performance of the Contract.

## **18. Advance payment**

C-MET being an autonomous organization of Govt. of India, normally no advance payment shall be made. However, 90% payment against dispatch of documents through our bankers can be considered in case of Indian Suppliers. The balance 10% shall be released to the Supplier within 30 days of successful delivery, installation and demonstration of stores / goods/ equipments by the Supplier.

## **19. Penalty Clause**

Subject to GTC Clause 20, 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, C-MET 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 Clause-21 of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to maximum deduction of the percentage specified therein. Once the maximum is reached, C-MET may consider termination of the Contract pursuant to IBIB Clause 26 resulting in forfeiture of the Performance Security Deposit.

## **20. Force Majeure**

- 20.1 Notwithstanding the provisions of GTC Clause 19, the Supplier shall not be liable for forfeiture of its performance security, penalty 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.
- 20.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 20.3 If a Force Majeure situation arises, the Supplier shall promptly notify C-MET in writing of such conditions and the cause thereof. Unless otherwise directed by C-MET in writing, the Supplier shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure.

## **21. Liquidated Damages**

The applicable rate is 0.5% of contract value per week and the maximum deduction is 10% of the contract price.

## **22. Applicable Law**

The Contract shall be interpreted in accordance with the laws of the Union of India.

## **23. Applicability to Other Terms and Conditions**

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

## **24. Exemptions and preferences to small scale industries**

The Small Scale Industries will be given following exemption and preferences in terms of letter No. 21(1)/2000-FP&M dated 28.8.2000 of Ministry of Small Scale Industries & Agro and Rural Industries, New Delhi on production of necessary registration.

- i. Issue of Tender sets free of cost.
- ii. Exemption from Payment of Earnest Money Deposit or Bid Security
- iii. Waiver of Performance Security Deposit to the Monetary limit for which the unit is registered.
- iv. Price preference upto 15% over the quotation of large-scale units.

## **25. Tenderers must ensure the following while submitting the Tender:-**

25.1 Tenderer should state whether he is a relative of any employee of CENTRE FOR MATERIALS FOR ELECTRONICS TECHNOLOGY (C-MET) and give the following certificate in the form for details of the Tenderer (s):

“ I / We have fully understood the foregoing general terms & conditions **of tender as well as the special terms and conditions** and having accepted the same in toto and I / we have made my / our offer keeping in view those terms and conditions. I / we fully agree that once I / We have endorsed in whatsoever and whichever way my / our signatures herein below all conditions whatsoever way mentioned by me / us which may not be acceptable to you / your principals shall be deemed to be / withdrawn by me / us and am/ are fully aware that no grievances whatsoever shall be entertained by you if our tender / quotation is not accepted / finalized.”

- 25.2 Tenderer sending their tenders by post/courier (mail) will do so solely at their own risk and C- MET will not be responsible for any loss in transit or postal delay.
- 25.3 Discount offered should be mentioned clearly in the commercial bid only.
- 25.4 The item should be supplied with manuals and the manuals including technical drawings should be complete in all respects to operate the system without any problem. If the manuals are on chargeable basis, the same should be specified in the offer.
- 25.5 It should be noted by the Tenderer(s) that by entering into this contract C-MET is not precluded from entering into similar contracts with any one else of their choice at any time during the continuance of this contract.
- 25.6 The supplier on receipt of the Purchase order must acknowledge.
- 25.7 C-MET shall have the right to issue addenda to tender documents to clarify amend, modify, supplement or delete any of the conditions clauses or delete any of the conditions clauses or items stated therein. Each addendum so issued shall form part of original invitation to the Tender.
- 25.8 In case the Bid is not accepted, or otherwise C-MET has elected to withdraw or cancel the invitation to the Tender for which C-MET shall, have the right to do so, at any time, the Tenderer shall not be entitled to claim any cost/charges/expenses incidental to or incurred by the Tenderer through or in connection with the submission of the offer. The Earnest Money Deposit paid by the Tenderers with the Tender will be refunded to them in due course without interest.
- 26 **Installation:** Bidder shall be responsible for installation / demonstration wherever applicable and for after sales service during the warranty and thereafter.
- 26.1 The equipment is to be guaranteed for trouble free performance for a minimum period of one year after installation. The defects, if any, during the guarantee period are to be rectified free of charge by arranging free replacement wherever necessary.
- 26.2 Pre installation information to be supplied 3 months before dispatch date.
- 26.3 Electrical power supply -  
220v, 50 Hz, 1 phase (or) 400v, 50 Hz , 3 phase  $\pm 10\%$

27. Quantities given in the tender specifications are approximate only and one or more of the items of the stores/goods/equipment tendered for a portion of one or more of the items of such stores/goods/equipment may be accepted and notwithstanding that the tender has not been accepted in whole, supplier shall be bound to supply to C-MET such items and such portion or portions of one or more of the items as may be accepted by C-MET.

28. The Executive Director, C-MET reserves the right to accept the tender in full or in part or to reject the lowest or any or all tenders without assigning any reason.

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

30. The Tenderer should note that the General Terms and Conditions are in addition to the Special Terms and Conditions of Tender, which form an integral part of the General Terms and Conditions of the Tender, and any of the General Terms and Conditions of Tender may be altered by the Special Terms and Conditions of Tender.

**31. Cancellation of order**

C-MET reserves the right to cancel the order without any liability in case the stores/goods/equipments are not supplied within the stipulated period and for non-fulfillment of specifications.

**32. Replacement of parts**

If any equipment or part thereof be lost or rendered defective during transit, a fresh order will be placed on the supplier for such loss or defective equipment, in which case the supplier shall arrange for the supply of the equipment or part thereof, as the case may be, within three months of date of such order at the same price as allowed in the original order on the same general terms and conditions.

**33. Arbitration**

Any dispute between the parties on the purchase would be settled by arbitration. The place of arbitration proceedings shall be at the place of the consignee. Applicable laws shall be laws of Union of India.

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**SECTION V - TECHNICAL SPECIFICATIONS**



## **SECTION V-Technical Specifications**

### **A. IMPLEMENTATION**

1. The delivery period of all items of the tender to be procured will be maximum 16 (sixteen) weeks unless otherwise mentioned in Part B of Section V and commissioning period will be 1 (one) week.
2. The technical specifications given in the schedule of requirements is indicative and the suppliers are required to quote for all the models / makes which conform to the given specifications.
3. All suppliers are required to quote for the specifications mentioned in the schedule of requirements. The final price should be inclusive of all the components mentioned in the said configuration
4. All suppliers are required to furnish the details of the makes and specifications of each component(s) which is going to be supplied with the equipment and should be mentioned in the technical bid.
5. All suppliers are required to specify the delivery schedules of each of the equipment to be delivered.
6. Whichever latest versions of the operating and the applications software are available at the time of delivery, as mentioned in the schedule of requirements should be pre-loaded.
7. Suppliers are required to provide the technical literature of the equipment listed in the schedule of requirements such as data sheets, etc. along with the bid.
8. Suppliers are required to give compliance for following scope of work and technical requirements

## 200kV FIELD EMISSION TEM WITH Energy Filter

### Specifications:

Emitter:	ZrO/W(100)
Accelerating voltage:	From 80kV continuously variable up to 200 kV
Resolution Point	0.19nm
Lattice	0.1nm
Electron Gun Emitter	Schottky emitter
Objective Lens	
Focal length	1.9 mm
Spherical aberration	0.5 mm
Chromatic aberration	1.1 mm
Minimum probe diameter:	Less than or equal to 0.5 nm
Magnification	Minimum 200 and continuously variable up to 1,000,000 or more
Condenser Lens	Suitable condenser lens system with provision for TEM/EDS/NBD/CBD modes. SAED should be available as standard mode. Optimised optical conditions for these modes should be possible with a single key stroke
Specimen stage:	Side-entry eucentric with Z-axis fine control. Anti contamination System should be provided as standard.
	Specimen movements For X, Y axes: $\pm 1$ mm
	For Z axis: $\pm 0.4$ mm 5 axis motorised goniometer Provision for easy specimen navigation at High magnifications preferably with a Piezo control is necessary. Preferably Built in beaking heater.
Holders	Single tilt holder Double tilt holder Beryllium double tilt holder Temperature variation holder (Optional)
Post Column Camera	High Resolution EELS Compatible Post column CCD camera with necessary software's should be provided.
	2K X 2K EELS Compatible CCD Camera Additionally a special dedicated camera for routine imaging.
	<b>CCD active area</b> 28.7mm x 28.7mm
	<b>CCD Size</b> 2048 x 2048 pixels, 14 $\mu$ m each
	<b>Binning</b> 1, 2, 3, 4, 6, 8x
	<b>CCD readout</b> Full or sub area
	<b>Scintillator</b> Standard phosphor
	<b>Coupling</b> Fiber optic (1:1)
	<b>Mounting position</b> On-axis TEM bottom port
	<b>Peltier cooling</b> -20°C regulated
	<b>Digitization</b> 16-bit

## **ENERGY FILTER**

The energy filter could be In-column energy filter or post column energy filter. The entrance aperture should be motor driven. EF-TEM, Zero-loss image and EELS spectroscopy shall be built-in. All software's required for EELS spectroscopy as well as EELS, TEM, STEM elemental mapping should be included.

EDS acquisition and analysis module with EELS analysis system should be quoted as option.

## **STEM**

Digital STEM with Bright field and High Angle Annular Dark Field Imaging is needed.

The STEM specifications are as follows:

Resolution STEM lattice image: 0.2 nm (Bright-field STEM image at 200 kV)

Accelerating voltage: From 80kV continuously variable up to 200 kV

Magnification: 2 000 000× or more

Scanning method: Digital scan

Scanning modes: Image scan

Line scan

Spot

Externally controlled scan

### **Preferred optional items:**

- BEI Detector is to be quoted with the system.
- Goniometer cover to enclose the goniometer and specimen-holder grip in an air-tight cover for atmospheric-pressure fluctuation is to be quoted with the system.

### **EDS:**

The EDS system should be latest, state-of-art, confirming to ISO 15632:2002 specifications.

- The EDS system should be integrated with the Transmission Electron Microscope.
- The EDS detector should be LN2 free SDD crystal based having area at least 80mm<sup>2</sup> for higher throughput at lower beam currents.
- The EDS detector resolution should be 129eV or better.
- The EDS detector window should allow detection of elements from Boron upwards.
- The EDS detector and it's associated electronics should ensure <1eV shift in peak position at higher count rates.
- The EDS detector should have motorized slide to insert and retract the detector in and out from TEM Pole piece. The detector's in-out movement should have software control.
- The EDS system software should allow elemental analysis and elemental mapping operations. The system software should have facility to track and correct the image shift during prolonged mapping applications. In addition, the system software should have facility to point the interested image features for automatic elemental analysis.

**General:**

- Warranty terms should be clearly specified in the offer.
- Emitter warranty should be specified separately
- Firms who have previous experience of FE TEM installation in India only would be considered
- Spares and consumables for at least two years operation should be offered.
- Freight and insurance charges should be clearly specified.
- Vendor should preferably have Service Center at Pune.

**SECTION VI : BID FORM AND PRICE SCHEDULE**



**SECTION VII : FORM FOR DETAILS ABOUT THE TENDERER**

## FORM FOR DETAILS ABOUT THE TENDERER

(To be submitted with the Tender)

1. Tender Reference No : \_\_\_\_\_
2. Item No. : \_\_\_\_\_
3. Name of the Stores/Goods/Equipment : \_\_\_\_\_
4. Name of the Indian/Foreign Manufacturers : \_\_\_\_\_  
or their authorized distributors, dealers or Indian Agent
5. Registered Office Address : \_\_\_\_\_
6. Address for Correspondence : \_\_\_\_\_
7. Please state whether party is Company/Firm/Agency:  
Authorized Stockist/Dealer/Indian Agent  
(In case of an Indian agent of a Foreign Supplier, please attach  
copies of agency agreement and DGSD registration)
8. Total value of Annual Turn-Over/ Sales for the last 3 Years :
9. Sales Tax/Central Sales Tax Registration No:  
and Date..... and Validity upto
10. Income Tax (PAN) No. : \_\_\_\_\_  
G.I.R No./Circle / Ward
11. Name of the Bankers : \_\_\_\_\_
12. Address of the Bankers : \_\_\_\_\_
13. Past Performance of the firm/ Company : \_\_\_\_\_  
Please enclose list of Parties (Scientific and  
Technical Institutions) stating their Names and  
addresses with telephone no. and the names of  
same or similar items supplied to them during  
Last three years. Please enclose the reference letters from clients.

S. No	Type of Stores/Goods/ Equipment	Name of the client	Value of the Purchase Order	Date of award of Purchase Order	Date of completion



14. Financial Soundness :  
(Please enclose copies of certified financial statements for the last three years.)

15. Technical Competence.& Work Experience in India :

16. Organisational Capability :

No. of qualified engineers:

Name of the key personnel & qualifications:

17. Whether any relative of Tenderer is working in C-MET. If so, give his name, designation and place of posting :

18. Details of EMD: Demand Draft/Pay Order No..... Dt.....  
Amount Rs.....of.....(Name of Bank and Branch) Payable at ..... (Name of City)  
Bank Guarantee No..... Dt.....  
FDR No.....Dt.....

19. Whether the extra terms quoted and the prices are open to negotiations. : Yes / No

“I/We have fully understood the foregoing general terms & conditions of Tender as well as the Special terms & conditions of Tender given in the Tender Document and having accepted the same in toto and I /We have made my / our offer keeping in view those terms and conditions. I/We fully agree that once I / We have endorsed in whatsoever and whichever way my/our signatures herein below all conditions whatsoever way mentioned by me / us which may not be acceptable to you / your principals shall be deemed to be withdrawn by me / us and am / are fully aware that no grievances whatsoever shall be entertained by you if our tender / quotation is not accepted / finalized”

Place  
Date

Office Seal / Stamp

Name. Designation and  
Signature of the Authorised  
Signatory

**SECTION VIII: GUARANTEE BOND FOR PERFORMANCE SECURITY  
DEPOSIT**

**GUARANTEE BOND FOR PERFORMANCE SECURITY DEPOSIT**

**(ON STAMP PAPER WORTH Rs.100/-\*)**

Date :

Tender Reference No.:

Item No.:

Name of Stores/Goods/Equipment:

To :

Administrative Officer

C-MET -

Panchawati

Off Pashan Road

Pune - 411 008, India (Please issue to the respective Laboratories)

Gentlemen:

Having examined the Bidding Documents including Addenda Nos. \_\_\_\_\_  
(insert numbers, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver \_\_\_\_\_ (brief description of Goods and Services) in conformity with the said bidding documents for the same for the price quoted in the Commercial Bid or such other sums as may be ascertained in accordance with the Schedule of Prices attached with the Commercial Bid and made part of this bid.

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Technical Specifications of the Tender Document.

If our bid is accepted, we will submit the performance security deposit as directed in IBIB Clause 26 of the Tender Document for the due performance of the Contract, in the form prescribed by C-MET.

We agree to abide by this bid for a period of 90 (ninety only) days after the date fixed for bid opening under IBIB Clause 18 of the Tender Document and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Amount : \_\_\_\_\_ Rupees: \_\_\_\_\_

Name : \_\_\_\_\_

Address : \_\_\_\_\_

Purpose of Commission or gratuity : \_\_\_\_\_

( if none, state “none”)

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2004.

\_\_\_\_\_  
Signature (in the capacity of)

Duly authorized to sign Bid for and on behalf of

\_\_\_\_\_

Note (\*) – In case of a Foreign Supplier with no Indian agent, the Guarantee Bond can be given on the letterhead of the Supplier after notarizing it.

**SECTION IX: MANUFACTURERS' AUTHORIZATION FORM**

**MANUFACTURERS' AUTHORIZATION FORM**

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

**To :**

Administrative Officer  
C-MET  
Panchawati  
Off Pashan Road  
Pune - 411 008, India

(Please address to respective laboratories)

Tender Reference No. :

Item No. :

Name of Stores/Goods/Equipment :

Dear Sir,

We \_\_\_\_\_ who are established and reputed  
manufacturers \_\_\_\_\_ of  
\_\_\_\_\_ having  
factories at \_\_\_\_\_  
(address of factory) do hereby authorize M/s. \_\_\_\_\_  
\_\_\_\_\_ (Name and address of  
Agent) to submit a bid, and sign the contract with you against the IBIB of the Tender  
Document.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Terms  
and Conditions and Clause 2.21.3 of the Special Terms and Conditions of the Tender  
Document for the goods and services offered by the above firm against this tender.

Yours faithfully,

(Name)

(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should  
be signed by a person competent and having the power of attorney to bind the  
manufacturers. It should be included by the Bidder in its bid.