



**CSIR - NATIONAL METALLURGICAL LABORATORY**  
**(Council of Scientific & Industrial Research)**  
**BURMAMINES, JAMSHEDPUR - 831 007**  
**Tel: 0657 2345 129/132/128/126, Fax: 0657 2345131**  
**Email: spo@nmlindia.org Website: www.nmlindia.org**



## INVITATION FOR BIDS / NIT

1. Director, CSIR-National Metallurgical Laboratory (CSIR-NML), Jamshedpur (India), invites bids from manufacturers, their authorised distributors, if any, for purchase of item listed below.

Sl. No.	Tender Enquiry No. & Date	Description of Item	Qty.	Single/ Two-Bid	Bid Security/ EMD (in Indian Rupees)
1	<b>NML-SNP/MER-TCA/5-20 dated 23/09/2020</b>	<b>Hydraulic Press 50 Ton, Semi Automatic</b>	<b>1No.</b>	<b>Single Bid</b>	<b>Bid Security/EMD is not applicable. Instead, submit Bid-Securing Declaration Form.</b>

2. The bidding document can be downloaded free of cost from the following portals: (a) <https://etenders.gov.in/eprocure/app> (b) <http://www.nmlindia.org/stores-purchase-tenders>. All bidders need to enroll themselves on the Central Public Procurement Portal (<https://etenders.gov.in/eprocure/app>) to participate in the tendering process. **Online Bids (e-tenders) must be received through the above Central Public Procurement Portal prior to the deadline for submission of bids.** Bids received by post/fax/email/offline shall not be accepted.

3. Bidders are requested to regularly visit the above websites. Any modifications in tender enquiry will be intimated by corrigendum through the above website only and no separate Notification will be issued.

4. The EMD (if applicable), as specified above, must be delivered to this office on or before the last date of receipt of bids. Bids of those bidders whose EMD are not received prior to the deadline for submission of Bids, will be summarily rejected.

5. As per Govt. of India procurement policies,

- a. The purchaser intends to give purchase preference to local suppliers\* in case the cost of procurement is up to Rs. 50.00 lakhs.
- b. The eligibility of the supplier is restricted to Indian Suppliers only.
- c. The procuring entity intends to give purchase preference to products/goods manufactured by micro, small and medium enterprises.

\*"Local supplier" means a supplier or service provider whose product or service offered for procurement meets the minimum local content of 50% as prescribed in DIPP Order No.P- 45021/2/2017-PP (BE-II) dated 28th May, 2018 or by the competent Ministries/Departments in pursuance of this order.

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

6. Critical Date and Time Sheet

Bidding Document Publishing Date and Time	23/09/2020	6.45 PM
Document Download Start Date and Time	23/09/2020	6.45 PM
Seek Clarification Start Date and Time	23/09/2020	6.45 PM
Seek Clarification End Date and Time	30/09/2020	6.30 PM
Bid Submission Start Date and Time	03/10/2020	9.00 AM
Bid Submission End Date and Time	21/10/2020	3.30 PM
Bid Opening Date and Time	22/10/2020	3.30 PM

7. The Director, CSIR-National Metallurgical Laboratory (CSIR-NML), Jamshedpur (India), reserves the right to accept or reject any bids or accept all tenders either in part or in full or to split the order, or to annul the bidding process without assigning any reason.

8. Apart from the Invitation for Bids/NIT, the Bidding (Tender Enquiry) Documents have been divided into five chapters as under:

<b>Sl. No.</b>	<b>Section</b>	<b>Page No.</b>
1	Chapter 1: Instructions to Bidders	3 - 17
2	Chapter 2: General Conditions of Contract (GCC)	18 - 26
3	Chapter 3: Special Conditions of Contract (SCC)	27 - 28
4	Chapter 4: Standard Forms	29 - 38
5	Chapter 5: Specifications and Allied Technical Details of Item	39

(N K Singh)  
Stores & Purchase Officer

## CHAPTER 1: INSTRUCTIONS TO BIDDERS (ITB)

### Table of Contents

#### **Sl. No. Contents**

#### **A. Introduction**

- 1.1 Eligible Bidders
- 1.2 Cost of Bidding
- 1.3 Code of Integrity for Public Procurement

#### **B. The Bidding Documents**

- 1.4 Cost of tender Documents
- 1.5 Content of tender Documents
- 1.6 Clarification of tender documents
- 1.7 Amendment of tender Documents

#### **C. Preparation of Bids**

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

#### **D. Submission and Sealing Bids**

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

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

- 1.23 Opening of Bids by the Purchaser
- 1.24 Confidentiality
- 1.25 Clarification of Bids
- 1.26 Preliminary Examination
- 1.27 Responsiveness of Bids
- 1.28 Bidders right to question rejection
- 1.29 Non-Conformity, Error and Omission
- 1.30 Examination of Terms & Conditions, Technical Evaluation
- 1.31 Conversion to Single Currency
- 1.32 Evaluation and Comparison of bids
- 1.33 Contacting the Purchaser
- 1.34 Post qualification

#### **F. Award of Contract**

- 1.35 Negotiations
- 1.36 Award Criteria
- 1.37 Option Clause
- 1.38 Purchaser's right to vary Quantities at Time of Award
- 1.39 Purchaser's right to accept any Bid and to reject any or all Bids
- 1.40 Notification of Award
- 1.41 Signing of Contract
- 1.42 Order Acceptance
- 1.43 Performance Security
- 1.44 Pre-bid Conference
- 1.45 Integrity Pact

## A. Introduction

### **1.1. Eligible Bidders**

**1.1.1** This Invitation for Bids is open to all suppliers subject to **Para 5 of the Invitation for Bids/NIT**.

**1.1.2** A supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.

**1.1.3** MSEs would be treated as owned by Scheduled Caste/Schedule Tribe enterprises as under:

(a) In case of proprietary MSE, proprietor(s) shall be SC /ST.

(b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% (fifty one percent) shares in the unit.

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

**1.1.4** MSEs owned by women shall also be determined as per the above analogy/criteria.

**1.1.5** Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.

**1.1.6** Bids from Joint Ventures, Consortium or Associations so long as they are formed and registered prior to the bid submission date.

**1.1.7** The bidders who have been temporarily suspended or removed from the list of registered suppliers by the purchaser or banned from Ministry/country wide procurement shall be ineligible for participation in the bidding process.

### **1.2 Cost of Bidding**

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

### **1.3 Code of Integrity**

**1.3.1** The bidders/suppliers should sign a declaration about abiding by the Code of Integrity for Public Procurement in bid documents. In case of any transgression of this code, the bidder is not only liable to be removed from the list of registered suppliers, but it would be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.

**1.3.2** Code of integrity for Public Procurement: The Purchaser as well as bidders, suppliers, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

i) "**corrupt practice**": making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;

ii) "**Fraudulent practice**": any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;

iii) "**anti-competitive practice**": any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

iv) "**coercive practice**": harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

v) "**conflict of interest**": participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with

any official of purchaser who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the purchaser with an intent to gain unfair advantage in the procurement process or for personal gain; and

vi) **“Obstructive practice”**: materially impede the purchaser’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the purchaser’s Entity’s rights of audit or access to information;

### **1.3.3 Obligations for Proactive disclosures**

i) The Purchaser as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to suo-moto proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and

ii) The bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity;

iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest would be evaluated and mitigation steps, if possible, taken by the purchaser.

### **1.3.4 Punitive Provisions**

Without prejudice to and in addition to the rights of the Purchaser to other penal provisions as per the bid documents or contract, if the Purchaser comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the purchaser may take appropriate measures including one or more of the following:

#### **i) If his bids are under consideration in any procurement:**

- a) Forfeiture or encashment of bid security;
- b) Calling off of any pre-contract negotiations; and
- c) Rejection and exclusion of the bidder from the procurement process.

#### **ii) If a contract has already been awarded**

- a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the purchaser;
- b) Forfeiture or encashment of any other security or bond relating to the procurement;
- c) Recovery of payments including advance payments, if any, made by the purchaser along with interest thereon at the prevailing rate.

#### **iii) Provisions in addition to above:**

- a) Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year;
- b) In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
- c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

## **B. The Bidding Documents**

### **1.4 Cost of Tender Documents**

**1.4.1** The bidding documents can be downloaded from our Website as indicated in the Invitation for Bids/NIT free of cost.

### **1.5 Content of Tender Documents**

**1.5.1** The goods required, bidding procedures and contract terms are prescribed in the bidding documents which should be read in conjunction.

**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 tender documents**

**1.6.1** A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address specified in the Special Conditions of Contract (SCC), latest by the date

specified in the critical date sheet. No request for clarification or query shall normally be entertained after the deadline/pre-bid conference if any. Should the Purchaser deem it necessary to amend the Tender Documents as a result of a clarification, it shall do so following the procedure under Clause relating to amendment of Tender Documents and Clause relating to Deadline for Submission of Bids.

### **1.7 Amendment of Tender Documents**

**1.7.1** At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender documents by amendment. The same would also be hosted on the website specified in Invitation for Bids and all prospective bidders are expected to surf the website before submitting their bids to take cognizance of the amendments.

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

## **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 Purchaser shall be written in English language only.

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

### **1.9 Purchase Preference Policies**

**1.9.1** The purchaser intends to give product reservation/purchase preference/price preference in line with current Govt. of India procurement policies to help inclusive national economic growth by providing long term support to Small and Medium enterprises (SMEs) and disadvantaged sections of the society and to address environmental concerns along with preferential market access in govt. procurements.

**1.9.2** For the above purpose, local supplier means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed in DIPP Order No.P-45021/2/2017-PP (BE-II) dated 28th May, 2018 or by the competent Ministries/Departments in pursuance of this order and local content means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

#### **1.10.1 Documents comprising the bid**

The bid prepared by the Bidder shall include documents as under:

##### **A. Technical bid**

- (a) Bidder Information Form;
- (b) Declaration abiding by the Code of Integrity and no conflict of interest for public procurement;
- (c) Bid security, if applicable, as specified in the Invitation for Bids;
- (d) Service support details form;
- (e) Deviation Statement Form;
- (f) Performance Statement Form;
- (g) Manufacturer's Authorization Form;
- (h) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
- (i) Integrity Pact, if required;
- (j) Documents establishing goods eligibility and conformity to bidding documents; indicating the Indian Customs Tariff Number (ICT & HSN No.) .
- (k) Bid Securing Declaration, if applicable.
- (l) Self certification that the item offered meets the minimum local content of 50% giving details of the location(s) at which the local value addition is made in case the bidder wishes to avail the benefits under the make in India policy, if applicable.
- (m) In cases of procurement for a value in excess of ₹ 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content to avail the benefits under the make in India policy, if applicable.

(n) Documentary evidence about the status of the bidder i.e. whether MSE or not, owned by SC/ST or not and whether the MSE is owned by a women entrepreneur or not.

B Price bid

(i) Applicable Price Schedule Form;

### **1.11. Price schedule**

**1.11.1** The bidder shall complete the appropriate price schedule form furnished in the bidding documents. The form 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.

### **1.12. Bid Prices**

**1.12.1** 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.

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

For Goods manufactured within India

(i) The price of the goods quoted Ex-works including taxes already paid.

(ii) GST and other taxes, if any which will be payable on the goods if the contract is awarded.

(iii) 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.

(iii) Wherever applicable, the cost towards the installation, commissioning, spares, extended warranty, AMC/CMC, site preparation and training including any incidental services, if any.

**1.12.3** Where there is no mention of packing, forwarding, freight, insurance charges, taxes etc. (wherever applicable) such offer may be rejected as incomplete.

**1.12.4** The price quoted shall remain fixed during the contract period and shall not vary on any account.

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

**1.12.6** The Purchaser is registered with Dept. of Scientific & Industrial Research, Govt. of India and concessional customs duty and GST & IGST are leviable vide notification No. 54/2002-Customs on all imports covered under Notification No.51/96-Customs dated 23.07.1996, Notification No.47/2017-Integrated Tax (Rate) and Notification No. 45/2017-Central Tax (Rate) both dated 14th November, 2017

**1.12.7** Please state specifically in your offer whether the duties and taxes are extra over the prices quoted, failing which it will be presumed that the prices are inclusive of taxes and duties and no claim would be entertained for statutory variations at a later date.

**1.12.8** Stipulations like "GST is presently not applicable but the same will be charged if it becomes leviable later on" is not acceptable unless in such cases it is clearly stated that GST will not be charged if the same becomes applicable later on due to increase in turn over etc. If a bidder fails to comply with this requirement, his quoted price shall be loaded with the quantum of duty which is normally applicable on the item in question for the purpose of comparison with the prices of other tenderers.

Note: All payments due under the contract shall be paid after deduction of statutory levies at source (like TDS etc.), wherever applicable.

### **1.13. Bid Currencies**

**1.13.1** Prices shall be quoted in Indian Rupees for offers received for supply within India i.e. domestic tenderers are to quote and accept their payment in Indian currency.

### **1.14. Documents Establishing Bidder's Eligibility and qualifications**

**1.14.1** 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.

**1.14.2** The documentary evidence of the bidder's qualification to perform the contract if the bid is accepted shall establish to the purchaser's satisfaction that;

- (a) The bidder meets the qualification criteria listed in bidding documents if any.
- (b) Bidder who doesn't manufacture the goods it offers to supply shall submit 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.

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

### **1.15 Documents Establishing Goods' Eligibility and Conformity to Bidding Documents**

**1.15.1** 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.

**1.15.2** To establish the conformity of the goods and services to the specifications and allied technical details of the bidding document, the documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of:

- (a) A detailed description of the essential technical and performance characteristics of the goods;
- (b) A list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods during the warranty period following commencement of the use of the goods by the Purchaser in the Priced-bid; and

(c) An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

**1.15.3** For purposes of the commentary to be furnished pursuant to above, the Bidder shall note that standards for workmanship, material and equipment, designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute these in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

**1.15.4** Alternate offers/makes/models would not be considered.

### **1.16. Bid Security**

**1.16.1** The Bidder shall furnish, as part of its bid, a bid security (BS) for an amount as specified in the Invitation for Bids. The BS shall be submitted by the manufacturer or their specifically authorized dealer/bidder.

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

**1.16.3** The bid security shall be in Indian Rupees for offers received for supply within India and denominated in the currency of the bid. The bid security shall be in favour of "Director, National Metallurgical Laboratory, Jamshedpur" in one of the following forms at the bidders' option:

- (a) A bank guarantee issued/confirmed by a Scheduled Commercial Bank in India in the form provided in the bidding documents and valid for 45 days beyond the validity of the bid.
- (b) Fixed Deposit receipt pledged in favour of the purchaser as indicated above.
- (c) Bid Securing Declaration, wherever applicable.

**1.16.4** The bid security shall be payable promptly upon written demand by the purchaser in case the conditions related to forfeiture of bid security specified in the bidding document are invoked.

**1.16.5** The bid security should be submitted in its original form. Copies shall not be accepted.

**1.16.6** The bid security of unsuccessful bidder will be discharged /returned as promptly as possible positively within a period of 30 days after the expiration of the period of bid validity or placement of order whichever is later, without any interest.

**1.16.7** The successful Bidder's bid security will be discharged upon the Bidder furnishing the performance security, without any interest.

**1.16.8** Bidders that are currently registered with the purchaser or registered as MSEs will continue to remain registered during the tender validity period also and are exempted from payment of EMD. In case the tenderer



falls in these categories, the bidder should furnish a certified copy of its valid registration details. Except for MSEs, this exemption is valid for the trade group and monetary value of registration only. The MSEs are provided tender document free of cost and are exempted from the payment of Bid Security provided the goods are produced and the services are rendered by them and not for any trading activities undertaken by them. Further firms who are having Udyog Aadhar Memorandum are entitled to all benefits available for MSEs under the Public Procurement Policies for MSEs and can get registered with any of the following agencies:

- a) District Industries Centre
- b) Khadi and Village Industries Commission
- c) Khadi and Village Industries Board
- d) Coir Board
- e) National Small Industries Corporation
- f) Directorate of Handicraft and handloom and
- g) Any other body specified by the Ministry of MSME

**1.16.9** Where any aggregator has been appointed by the Ministry of MSME, themselves quote on behalf of some MSE units, such offers will be considered as offer from MSE units and all such facilities would be extended to these aggregators also.

**1.16.10** The bid security may be forfeited:

- (a) If a Bidder withdraws or amends or modifies or impairs or derogates its bid during the period of bid validity specified by the Bidder in their bid; or
- (b) In case of a successful Bidder, if the Bidder fails to furnish order acceptance within 14 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.

**1.16.11** Whenever the bidder chooses to submit the Bid Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.

#### **1.17. Period of Validity of Bids**

**1.17.1** Bids shall remain valid for minimum of 180 days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

**1.17.2** In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (by post, fax or e-mail). The bid security provided shall also be suitably extended failing which the bid would be summarily ignored. 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.

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

#### **1.18. Format and Signing of Bid**

**1.18.1** The bids may be submitted in single envelope or in two parts basis as specified in the "Invitation for Bids".

**1.18.2** In case the bids are invited on single envelope basis, then the Bidder shall submit all the required documents in single envelope.

**1.18.3** 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 price schedule. The other part shall contain the price schedule.

**1.18.4** The bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialled by the person or persons signing the bid detailing his/her name and contact details.

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

### **D. Submission and sealing of Bids**

**1.19. Submission, Sealing and Marking of Bids** (The mode of bid submission, i.e. online/offline, applicable in this case is specified in "Invitation for Bids". No mode other than the mode specified in the "Invitation for Bids" will be accepted for receipt of Tenders.)

**1.19.1** The bidders may submit their duly sealed bids generally by post or by hand if the tenders are invited in offline mode. Kindly refer to "Invitation for Bids" for mode of bid submission. (Bids received by FAX/E-mail would not be considered for evaluation.)

**1.19.2** In the case of bids invited on single envelope basis, then the Bidder shall submit all the required documents in single envelope.

**1.19.3** In the case of bids invited on two-part basis, the Bidder shall seal the un-priced commercial and technical bid comprising the documents as listed under the clause "Documents comprising the Bid" and the priced bid in two separate envelopes duly marked as "Technical bid" and "Priced bid". Both the envelopes shall then be sealed in one outer envelope.

**1.19.4** (a) The inner and outer envelopes shall be addressed to the *Stores & Purchase Officer, CSIR - National Metallurgical Laboratory, Burmahmines, Jamshedpur 831007, Tel: 0657 2345 129 /132* and deposited in the Tender box kept in Purchase Section, if delivered by hand.

(b) Bear the name and address of the bidder, Tender No., due date and a warning "Do not open before (*write opening date*)" to be completed with the time and date as specified in the invitation for bids.

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

**1.19.6** 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, if prepared separate from the technical bid, would be sealed immediately by the Tender Opening Committee without disclosing the price.

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

**1.20.1** Bids must be received by the Purchaser at the address specified above not later than the time and date specified in invitation for bids. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day.

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

#### **1.21. Late Bids**

**1.21.1** Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser will be rejected.

**1.21.2** 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.

#### **1.22. Withdrawal, substitution and Modification of Bids.**

**1.22.1** A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause "Submission, Sealing and Marking of Bids" duly signed by an authorized representative, and shall include a copy of the authorization (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 "Format and Signing of Bid" and "Submission, Sealing and Marking of Bids" (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION"; and

(b) Received by the Purchaser prior to the deadline prescribed for submission of bids.

**1.22.2** Bids requested to be withdrawn in accordance with above Sub-Clause 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 or any extension thereof.

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

### **1.23 Opening of Bids by the Purchaser**

**1.23.1** If bids have been invited in offline mode (i.e. by Post/Hand), the Purchaser 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 Purchaser, the Bids shall be opened at the appointed time and location on the next working day. In two-part bidding, the financial bid shall be opened only after technical evaluation. In the case of e-tender, bids will be opened online by authorised representative of purchaser.

**1.23.2** 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.

**1.23.3** The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bid(s). The contents of the price schedules would however be announced only at the time of opening of Priced-bids in the case of two-bid system.

**1.23.4** Bids that are received late shall not be considered further for evaluation, irrespective of the circumstances.

**1.23.5** Bidders interested in participating in the bid opening process, should depute their representatives along with an authority letter to be submitted to the purchaser at the time of bid opening as per form Annexed at "Standard Forms".

### **1.24. Confidentiality**

**1.24.1** 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.

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

### **1.25. Clarification of Bids**

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

### **1.26. Preliminary Examination**

**1.26.1** The Purchaser shall examine the bids to confirm that all required documents and technical documentation have been provided, and to determine the completeness of each document submitted.

**1.26.2** The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.

(a) Price Schedule,

(b) All the tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the tender enquiry document. The tenders, who do not meet the basic requirements, are to be treated as unresponsive and ignored. The following are some of the important points, for which a tender may be declared as unresponsive and to be ignored, during the initial scrutiny:

- (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 or has not furnished the bid security.
- (vi) The goods quoted are sub-standard, not meeting the required specification, etc.
- (vii) Against the Specifications and Allied Technical Details, the bidder has not quoted for the entire requirement.
- (viii) The bidder has not agreed to some essential conditions (like payment / warranty /delivery etc.) incorporated in the tender enquiry.

### **1.27 Bidder's right to question rejection.**

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

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

**1.27.2** In case a Bidder feels aggrieved by the decision of the purchaser, he may then send his representation in writing to the Purchaser's address as indicated in special conditions of contract (SCC) within 05 working days from the date of communication of the purchaser intimating the rejection for reconsideration of the decision by the purchaser.

### **1.28 Responsiveness of Bids**

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

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

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

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

**1.28.4** If a bidder quotes Nil Charges/consideration, the bid shall be treated as unresponsive and will not be considered.

### **1.29 Non-Conformity, Error and Omission**

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

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

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

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

(c) 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.

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

### **1.30 Examination of Terms & Conditions, Technical Evaluation**

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

**1.30.2** The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause "Documents Establishing Goods' Eligibility and Conformity to Bidding Documents", to confirm that all requirements specified in "Specifications and Allied Technical Details" of the Bidding Documents have been met without any material deviation or reservation.

**1.30.3** If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive, it shall reject the Bid.

### **1.31 Conversion to Single Currency**

**1.31.1** All bids are invited in India Rupees only. Bids in foreign currency is not applicable in this case.

### **1.32 Evaluation and comparison of bids**

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

**1.32.2** To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined below. No other criteria or methodology shall be permitted.

**1.32.3** Purchase preference shall be given to all local suppliers in all procurements undertaken by the purchaser in the following manner: Where the purchaser has restricted the eligibility of suppliers to Indian suppliers only, as per para 5 of the Invitation for Bids/NIT. This is applicable only for those items for which the Nodal Ministry has communicated that there is sufficient local capacity and local competition for the cost of procurement up to Rs. 50.00 lakhs.

**1.32.4** Further, In tender, where the items are divisible, the participating Micro and Small Enterprises (MSE) quoting price within price band of L1+15 (fifteen) per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall

be allowed to supply up to 25 (twenty five) per cent of total tendered value. The 25 (twenty five) per cent quantity is to be distributed proportionately among these bidders, in case there are more than one MSMEs within such price band.

**1.32.5** Within this 25% (Twenty five Percent) quantity, a purchase preference of 25 (twenty five) per cent out of 25 (twenty five) per cent is reserved for MSEs owned by Scheduled Caste (SC)/Scheduled Tribe (ST) entrepreneurs (if they participate in the tender process and match the L1 price). Further, out of the total annual procurement from the MSEs, (3%) three percent from within the 25% target shall be earmarked for procurement from MSEs owned by women. Provided that, in the event of failure of such SC/ST MSE to participate in tender process or meet tender requirements and L1 price, four per cent sub-target shall be met from other MSE.

**1.32.6** In case the items are not divisible, then the MSE quoting price within price band L1 + 15% may be awarded for full/complete supply of total tendered quantity to MSE, considering the spirit of the policy for enhancing the Government procurement from MSEs.

**1.32.7** 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) GST and other taxes, if any 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) Wherever applicable, the cost towards the installation, commissioning, spares, extended warranty, AMC/CMC, site preparation and training including any incidental services, if any.

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

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

**1.32.10** The Purchaser shall compare all substantially responsive bids to determine the lowest valued bid, in accordance with ITB Clause "Evaluation and comparison of bids".

### **1.33 Contacting the Purchaser**

**1.33.1** Subject to ITB Clause "Clarification of Bids", no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

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

### **1.34 Post qualification**

**1.34.1** In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily.

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

**1.34.3** 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**

### **1.35 Negotiations**

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

### **1.36 Award Criteria**

**1.36.1** Subject to Purchaser's right to accept/reject Any Bid or All Bids, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. The details of the award would be hosted on the website of the Purchaser.

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

**1.37.1** The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements to the extent of 25% without any change in unit price or other terms and conditions.

**1.38 Option Clause**

**1.38.1** The Purchaser reserves the right to increase or decrease the quantity of the required goods up to 25% (Twenty-Five) per cent at any time, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period)

**1.39 Purchaser's right to accept Any Bid and to reject any or All Bids**

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

**1.40 Notification of Award**

**1.40.1** Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder that the bid has been accepted and the purchase order shall follow through post.

**1.41 Signing of Contract**

**1.41.1** The Purchaser shall send the successful Bidder the Purchase Order. Upon the successful Bidder's furnishing of the Purchase Order Acceptance and performance security, the Purchaser will promptly return the bid security to each unsuccessful Bidder.

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

**1.42 Order Acceptance**

**1.42.1** The successful bidder should submit Order acceptance within 14 days from the date of issue of purchase order/signing of contract, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited.

**1.42.2** The order confirmation must be received within 14 days. However, the Purchaser has the powers to extend the time frame for submission of order confirmation beyond the original date. Even after extension of time, if the order confirmation is not received, the contract is liable to be cancelled provided that the purchaser, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained, may, for cogent reasons, offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.

**1.43 Performance Security**

**1.43.1** Within 21 days of receipt of the Purchase Order, the Supplier shall furnish performance security (PS) in the amount specified in SCC, valid till 60 days after the warranty period.

**1.43.2** The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

**1.43.3** The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India.

**1.43.4** In the case of purchases from indigenous sources, the PS may be submitted by either the manufacturer or their authorized dealer/bidder.

**1.43.5** 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 in the form provided in the bidding documents. Or

(b) A Fixed Deposit Receipt pledged in favour of the Director, National Metallurgical Laboratory, Jamshedpur.

**1.43.6** The performance security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in SCC, without levy of any interest.

**1.43.7** 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.

**1.43.8** The performance security must be received within 21 days. However, the Purchaser has the powers to extend the time frame for submission of Performance Security (PS). Even after extension of time, if the PS is not received, the contract is liable to be cancelled provided that the purchaser, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained, may, for cogent reasons, offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.

**1.43.9** Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.

#### **1.44. Pre-bid Conference (PBC)**

**1.44.1** A Pre-bid Conference shall be held as indicated in "Invitation for Bid", if any. All prospective bidders are requested to kindly attend the Pre-bid Conference. In order to facilitate the purchaser the proper conduct of the Pre-bid Conference, all prospective bidders are requested to kindly submit their queries so as to reach the purchaser one day before the pre-bid conference date. The purchaser shall answer the queries during the pre-bid conference, which would become a part of the proceedings of the Pre-bid Conference. The proceeding of the Pre Bid Conference would be hosted on the website of the purchaser. Before formulating and submitting their bids, all prospective bidders are advised to surf through the purchaser's website after the Pre-bid Conference, in order to enable them take cognizance of the revised tender conditions.

#### **1.45 Integrity Pact**

**1.45.1** Integrity Pact binds both buyers and sellers to ethical conduct and transparency in all activities from pre-selection of bidders, bidding and contracting, implementation, completion and operation related to the contract.

**1.45.2** The Integrity pact essentially envisages an agreement between the prospective vendors/bidders and the buyer, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract. Only those vendors/bidders, who commit themselves to such a Pact with the buyer, would be considered competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification. The essential ingredients of the Pact include:

- i) Promise on the part of the Purchaser to treat all bidders with equity and reason and not to seek or accept any benefit, which is not legally available;
- ii) Promise on the part of bidders not to offer any benefit to the employees of the Purchaser not available legally and also not to commit any offence under Prevention of Corruption Act, 1988 or Indian Penal Code 1860;
- iii) Promise on the part of bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts; etc.
- iv) Undertaking (as part of Fall Clause) by the bidders that they have not and will not sell the same material/equipment at prices lower than the bid price;
- v) Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary;
- vi) Bidders to disclose any past transgressions committed over the specified period with any other company in India or Abroad that may impinge on the anti-corruption principle;
- vii) Integrity Pact lays down the punitive actions for any violation.

**1.45.3** Each page of such Integrity pact proforma would be duly signed by Purchaser's competent signatory. All pages of the Integrity Pact are to be returned by the bidder (along with the technical bid) duly signed by the same signatory who signed the bid, i.e. who is duly authorized to sign the bid and to make binding commitments on behalf of his company. Any bid not accompanied by Integrity Pact duly signed by the bidder shall be considered to be a non-responsive bid and shall be rejected straightway.

**1.45.4** The SCC shall specify whether there is a need to enter into a separate Integrity pact or not.



**1.45.5** The Integrity Pact would be effective from the date of invitation of bids till complete execution of the contract.

**1.45.6** The names and contact details of the Independent External Monitors (IEM) on the event of the need of IP is as detailed in the SCC.

**1.45.7** The modal format of IP is at "Standard Forms".

## **CHAPTER 2: GENERAL CONDITIONS OF CONTRACT (GCC)**

### Table of Contents

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

### **2.1 Definitions**

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

- (a) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
- (c) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (d) "Day" means calendar day.

- (e) "Completion" means the fulfilment of the Goods and related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) "GCC" means the General Conditions of Contract.
- (g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (h) "Related Services" means the services incidental to the supply of the goods, such as transportation, insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (i) "SCC" means the Special Conditions of Contract.
- (j) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (k) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (l) The "Council" means the Council of Scientific & Industrial Research (CSIR), registered under the Societies Registration Act, 1860 of the Govt. of India having its registered office at 2, Rafi Marg, New Delhi-110001, India.
- (m) The "Purchaser" means any of the constituent Laboratory/Institute of the Council situated at any designated place in India as specified in SCC.
- (n) "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 Code of Integrity**

**2.3.1** Without prejudice to and in addition to the rights of the Purchaser to other penal provisions as per the bid documents or contract, if the Purchaser comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the Purchaser may take appropriate measures including one or more of the following:

- a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the purchaser;
- b) Forfeiture or encashment of any other security or bond relating to the procurement;
- c) Recovery of payments including advance payments, if any, made by the Purchaser along with interest thereon at the prevailing rate.
- d) Provisions in addition to above:
  - 1) Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year;
  - 2) In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
  - 3) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

## **2.4 Joint Venture, Consortium or Association**

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

## **2.5 Scope of Supply**

**2.5.1** The Goods and Related Services to be supplied shall be as specified in Chapter "Specifications and Allied Technical Details".

## **2.6 Suppliers' Responsibilities**

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

## **2.7 Contract price**

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

## **2.8 Copy Right**

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

## **2.9 Application**

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

## **2.10 Standards**

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

## **2.11 Use of Contract Documents and Information**

**2.11.1** The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

**2.11.2** The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated above except for purposes of performing the Contract.

**2.11.3** Any document, other than the Contract itself, enumerated above shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

## **2.12 Patent Indemnity**

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

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

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

## **2.13 Performance Security**

**2.13.1** Within 21 days of receipt of the notification of award/Purchase Order, the Supplier shall furnish performance security in accordance with the terms of Purchase Order/Contract in the amount specified in SCC, valid till 60 days after the warranty period.

**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.

**2.13.4** 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 in the form provided in the bidding documents.

Or

(b) A Fixed Deposit Receipt pledged in favour of the Director, National Metallurgical Laboratory, Jamshedpur.

**2.13.6** The performance security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in SCC, without levy of any interest.

**2.13.7** The order confirmation must be received within 14 days. However, the Purchaser has the powers to extend the time frame for submission of order confirmation and submission of Performance Security (PS). Even after extension of time, if the order confirmation /PS are not received, the contract shall be cancelled provided that the purchaser, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained, may, for cogent reasons, offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.

**2.13.8** Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.

#### **2.14 Inspections and Tests**

**2.14.1** The inspections & test, training required would be as detailed in the Chapter "Specifications and Allied Technical Details" of the Bidding Document.

#### **2.15 Packing**

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

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

#### **2.16 Delivery and Documents**

**2.16.1** Delivery of the Goods and completion and related services shall be made by the supplier in accordance with the terms specified by the Purchaser in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

**2.16.3** The mode of transportation shall be as specified in SCC. In case the purchaser elects to have the transportation done through Air, then air lifting needs to be done through Air India only. In case Air India does not operate in the Airport of despatch, then the bidder is free to engage the services of any other Airlines.

#### **2.17 Insurance**

**2.17.1** Should the purchaser elect to buy on FOR Destination (CSIR-NML, Jamshedpur) basis, the Goods supplied under the Contract shall be fully insured by the supplier against any loss or damage. The supplier shall initiate & pursue claims, on the event of any loss or damage.

#### **2.18 Transportation**

**2.18.1** 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, including training, if any, specified in the chapter "Specifications and Allied Technical Details".

#### **2.20 Spare Parts**

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

(a) Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and

(b) In the event of termination of production of the spare parts:

(i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and

(ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

## **2.21 Warranty**

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

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

**2.21.3** The warranty shall remain valid for the period specified in the chapter "Specifications and Allied Technical Details", after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination.

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

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

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

**2.21.7** Goods requiring warranty replacements must be replaced on free of cost basis to the purchaser.

## **2.22 Terms of Payment**

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

**2.22.2** The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to Delivery and document Clause of the GCC and upon fulfilment of other obligations stipulated in the contract.

**2.22.3** Payments shall be made promptly by the Purchaser but in no case later than thirty (30) days after submission of the invoice or claim by the Supplier. While claiming the payment, the supplier should certify in the bill/invoice that the payment being claimed strictly in terms of the contract and all obligations on the part of the supplier for claiming the payment have been fulfilled as required under the contract.

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

(a) Increase or decrease in the quantity required, exercise of quantity opinion clause;

(b) Changes in schedule of deliveries and terms of delivery;

(c) The changes in inspection arrangements;

(d) Changes in terms of payments and statutory levies;

(e) Changes due to any other situation not anticipated;

**2.23.2** No changes in the price quoted shall be permitted after the purchase order has been issued except on account of statutory variations.

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

#### **2.24 Assignment**

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

#### **2.25 Subcontracts**

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

#### **2.26 Extension of time**

**2.26.1** Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser.

**2.26.2** If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

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

#### **2.27 Liquidated Damages**

**2.27.1** Subject to GCC Clause on Force Majeure, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services or contract value in case the delivered price of the delayed goods or unperformed services cannot be ascertained from the contract, for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the Percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause on Termination for Default.

#### **2.28 Termination for Default**

**2.28.1** The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part

(a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause on Extension of Time; or

(b) If the Supplier fails to perform any other obligation(s) under the Contract.

(c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices etc as defined in GCC Clause and ITB clause on code of integrity in competing for or in executing the Contract.

**2.28.2** In the event the purchaser terminates the contract in whole or in part, he may take recourse to any one or more of the following action:

(a) The Performance Security is to be forfeited;

(b) The purchaser may procure, upon such terms and in such manner as it deems appropriate, stores similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract.

(c) However, the supplier shall continue to perform the contract to the extent not terminated.

#### **2.29 Force Majeure**

**2.29.1** Notwithstanding the provisions of GCC Clauses relating to extension of time, Liquidated damages and Termination for Default the Supplier shall not be liable for forfeiture of its performance security, liquidated

damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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

**2.29.3** If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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

### **2.30 Termination for Insolvency**

**2.30.1** The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

### **2.31 Termination for Convenience**

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

**2.31.2** The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- (a) To have any portion completed and delivered at the Contract terms and prices; and/or
- (b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

### **2.32 Settlement of Disputes**

**2.32.1** The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

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

**2.32.3** The dispute settlement mechanism/arbitration proceedings shall be concluded as under:

- (a) If any dispute or difference arises between the parties hereto as to the construction, interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this Agreement, such disputes or differences shall be referred to an Arbitral Bench consisting of three Arbitrators, one each to be appointed by each party and the two Arbitrators shall appoint a third Arbitrator who shall be the presiding Arbitrator. A reference to the Arbitration under this Clause shall be deemed to be submission within the meaning of the Arbitration and Conciliation Act, 1996 and the rules framed thereunder for the time being in force. Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrators otherwise decides in the Award.

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

**2.32.5** Notwithstanding, any reference to arbitration herein,



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

### **2.33 Governing Language**

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

### **2.34 Applicable Law**

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

### **2.35 Notices**

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

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

### **2.36 Taxes and Duties**

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

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

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

**2.36.4** All payments due under the contract shall be paid after deduction of statutory levies (at source) (like IT, etc.) wherever applicable.

**2.36.5** The Purchaser is registered with Dept. of Scientific & Industrial Research, Govt. of India and concessional Customs Duty and GST & IGST are leviable vide notification No. 54/2002-Customs on all imports covered under Notification No.51/96-Customs dated 23.07.1996, Notification No.47/2017-Integrated Tax (Rate) and Notification No. 45/2017-Central Tax (Rate) both dated 14th November, 2017.

### **2.37 Right to use Defective Goods**

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

### **2.38 Protection against Damage**

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

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

### **2.39 Site preparation and installation**

**2.39.1** The Purchaser will designate the installation sites before the scheduled installation date to allow the Supplier to perform a site inspection to verify the appropriateness of the sites before the installation of the Equipment, if required. The supplier shall inform the purchaser about the site preparation, if any, needed for installation, of the goods at the purchaser's site immediately after notification of award/contract.

### **2.40 Import and Export Licenses**

**2.40.1** As the eligibility of the supplier is restricted to Indian Suppliers only, this clause is not applicable in this case.

**2.41 Risk Purchase Clause**

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

**2.42 Option Clause**

**2.42.1** The Purchaser reserves the right to increase or decrease the quantity of the required goods up to 25% (Twenty-Five) per cent at any time, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period)

**2.43 Integrity Pact**

**2.43.1** The SCC shall specify whether there is a need to enter into a separate Integrity pact or not.

**2.43.2** The names and contact details of the Independent External Monitors (IEM) on the event of the need of IP is as detailed in the SCC.

**2.44 Order Acceptance**

**2.44.1** The successful bidder should submit Order acceptance within 14 days from the date of issue of order/signing of contract, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited.

### CHAPTER 3: SPECIAL CONDITIONS OF CONTRACT

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

S. N.	GCC Clause Ref	Condition
1	GCC 2.1.1(m)	The Purchaser is: <b>The Director, CSIR - National Metallurgical Laboratory, Burmamines, Jamshedpur 831007, INDIA Tel: 0657 2345212 / 2345132</b>
2	GCC 2.1.1(n)	The Final Destination is: <b>CSIR - National Metallurgical Laboratory, Burmamines, Jamshedpur 831007, INDIA Tel: 0657 2345132 / 2345128</b>
3	GCC 2.13.1	The amount of the Performance Security shall be <b>10%</b> of the contract value.
4	GCC 2.15.2	The marking and documentation within and outside the packages shall be: (a) Each package should have a packing list within it detailing the part No(s), description, quantity etc. (b) Outside each package, the contract No., the name and address of the purchaser and the final destination should be indicated on all sides and top (c) Each package should be marked as 1/x, 2/x, 3/x.....x/x, where "x" is the total No. of packages contained in the consignment. (d) All the sides and top of each package should carry an Appropriate indication/ label/ stickers indicating the precautions to be taken while handling/storage.
5	GCC 2.16.1	Details of Shipping and other Documents to be furnished by the Supplier are : <b><u>For goods manufactured within India</u></b> 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/Email. (a) Two copies of Supplier's Invoice indicating, <i>inter-alia</i> 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: 01. 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/PO. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s). 02. 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.
6	GCC 2.16.3	In case of supplies from within India, the mode of transportation shall be by <b>Road</b> .

7	GCC 2.17.1	The supplier shall arrange insurance from within "warehouse to warehouse (final destination)" on "all risk basis" including strikes, riots and civil commotion.
8	GCC 2.21.3	The period of validity of the Warranty shall be ____ ( <b>as specified in the chapter "Specifications and Allied Technical Details</b> ) months from the date of acceptance.
9	GCC 2.22.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><b>Payment for Goods and Services supplied from India:</b></p> <p>(i) Payment for small value PO:  <b>100%</b> of the Contract value shall be paid to the Supplier within thirty (30) days of issuance of acceptance certificate by end user after complete delivery of the goods. Installation, commissioning, training and performance security, if applicable, may also be provided before the payment.</p> <p>(ii) Payment for high value PO:  (a) After shipment : <b>Sixty percent (60 %)</b> of the Contract Price shall be paid on receipt of the complete Goods in good condition, as certified by end user, and upon submission of the documents specified in GCC Clause 2.16 _____</p> <p>(b) On Acceptance: The remaining <b>Forty percent (40%)</b> of the Contract value shall be paid to the Supplier within thirty (30) days of issuance of acceptance certificate by end user after successful installation, commissioning and training, wherever applicable, subject to submission of performance security, if any.</p> <p>Note: All payments due under the Contract shall be paid after deduction of statutory levies at source (like ESIC, Income Tax, etc.), wherever applicable.</p>
10	GCC 2.27.1	The penalty shall be 0.5% per week or part of a week towards late delivery and towards delay in installation and commissioning. The maximum amount of penalty shall be 10%.
11	GCC 2.34.1	The place of jurisdiction is <b>Jamshedpur, Jharkhand.</b>
12	GCC 2.35.1	<p>For notices, the Purchaser's address is</p> <p><b>The Director</b>  <b>Attention: N K Singh (Stores &amp; Purchase Officer)</b>  <b>Location: CSIR- National Metallurgical Laboratory,</b>  <b>Burmamines, Jamshedpur 831007, INDIA</b>  <b>Telephone: :+91- 657 2345 132 / 2345 128</b>  <b>Electronic mail address: spo@nmlindia.org</b></p>
13	GCC 2.43.1	The integrity pact must be signed if it included in the Chapter " <b>Standard Forms</b> " of the bidding document.
14	GCC 2.43.2	<p><i>The name and contact details of the IEMs are as under:</i></p> <p><b>Shri Anand Deep, IRS (Retd.),</b>  <b>117 /363, H-I Next to Gurudwara Pandu Nagar,</b>  <b>Kanpur, UP- 208005 Mobile No.- 9044796781,</b>  <b>Email- anand.deep117@gmail.com</b></p>

#### **CHAPTER 4: STANDARD FORMS**

Bidders are required to fill in the following forms in accordance with the instructions given in the Bidding Document.

<b>Sl. No.</b>	<b>Name of the Form</b>
<b>1</b>	Bidder Information Form
<b>2</b>	Manufacturers' Authorization Form
<b>3</b>	Bid Security Form
<b>4</b>	Bid-Securing Declaration Form (If Bid Security/EMD is not applicable)
<b>5</b>	Performance Statement Form
<b>6</b>	Deviation Statement Form
<b>7</b>	Service Support Form
<b>8</b>	Performance Security Form
<b>9</b>	Price Schedule Form

### **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]

Tender Enquiry No. and Date: [\[insert number and date from Invitation for bids\]](#)

1	Bidder's Legal Name: <a href="#">[insert Bidder's legal name]</a>
2	In case of JV, legal name of each party: <a href="#">[insert legal name of each party in JV]</a>
3	Bidder's actual or intended Country of Registration: <a href="#">[insert actual or intended Country of Registration]</a>
4	Bidder's Year of Registration: <a href="#">[insert Bidder's year of registration]</a>
5	Bidder's Legal Address in Country of Registration: <a href="#">[insert Bidder's legal address in country of registration]</a>
6	Bidder's Authorized Representative Information Name: <a href="#">[insert Authorized Representative's name]</a> Address: <a href="#">[insert Authorized Representative's Address]</a> Telephone/Fax numbers: <a href="#">[insert Authorized Representative's telephone/fax numbers]</a> Email Address: <a href="#">[insert Authorized Representative's email address]</a>
7	Attached are copies of original documents of:  Articles of Incorporation or Registration of firm named in 1, above.

Signature of Bidder \_\_\_\_\_  
Name \_\_\_\_\_  
Business Address \_\_\_\_\_

## 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 **and be enclosed with the technical bid.**]*

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

Tender Enquiry No. and Date *[insert number and date from Invitation For Bids]*

To: The Director  
CSIR-National Metallurgical Laboratory, Jamshedpur 83100 (India)

### 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 as specified in the bidding document 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]*

Place:

Date:

**BID SECURITY FORM**

Whereas ..... (hereinafter called "the tenderer") has submitted their offer dated ..... for the supply of ..... (hereinafter called "the tender") against the tender enquiry No.....

KNOW ALL MEN by these presents that WE ..... of ..... having our registered office at .....are bound unto "Director, National Metallurgical Laboratory, Jamshedpur" (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.

or

- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
  - ( a) If the tenderer fails to furnish the Performance Security for the due Performance of the contract.
  - (b) 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 of the two conditions, specifying the occurred condition or conditions.

This guarantee shall remain in force up to and including forty five (45) days after the period of the tender validity i.e. up to \_\_\_\_\_, 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

Note: Whenever the bidder chooses to submit the Bid Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.



**Bid-Securing Declaration Form**

Date: \_\_\_\_\_  
Bid No. \_\_\_\_\_

To: The Director,  
CSIR-National Metallurgical Laboratory, Jamshedpur 831007

I/We. The undersigned, declare that:

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

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

(a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

(b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with our terms and conditions.

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

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

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

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_(insert date of signing)

Corporate Seal (where appropriate)

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

**PERFORMANCE STATEMENT FORM**

Details of similar equipment / systems supplied & installed during past 3 years.

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

Sl. No.	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/ working satisfactory ? (Attach a certificate from the purchaser / Consignee )	Name of Contact person along with Telephone No., Fax No. and e-mail address

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

Place:

Date:

**DEVIATION STATEMENT FORM**

Sl. No.	Name of Specifications / Parts / Accessories of Tender Enquiry	Specifications of Quote Model /Part/Accessory	Compliance Whether Yes of No	Deviation, if any to be indicated in unambiguous terms (The compliance / Deviation should be supported by relevant Technical Literature)	Technical justification for the deviation, if any. If specification is superior /inferior than asked for in the enquiry, it should be clearly brought out in the justification

**Note:**

- (a) If the bidder offers more than one model, then the Compliance Statement must be enclosed for each and every model separately.
- (b) The technical and commercial deviations should be indicated separately.
- (c) If the bidder fails to enclose the compliance statement, his bid is likely to be rejected.

Place:

Date:

Signature and seal of the  
Manufacturer/Bidder

SERVICE SUPPORT FORM

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

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

Place :

Date :

**MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY**

To: Director,  
National Metallurgical Laboratory,  
Jamshedpur 831 007,  
Jharkhand, India.

WHEREAS .....

(name and address of the supplier) (hereinafter 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

Note: Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.

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

*(Bidder should quote in this format however, if quoted in different format; all parameters given below should be covered)*

Tender Enquiry No. and Date:

Quotation No. \_\_\_\_\_ Date: \_\_\_\_\_ Quotation Valid Upto: \_\_\_\_\_

Sl. No.	Item Description with HSN Code (Part/Model No.)	Country of Origin	Unit	Quantity	Unit Price (INR)	Amount
Total Ex-Works Price						
(-) LESS: Discount ___% (if any)						
Net Ex-Works Price after Discount						
(+) Packing & Forwarding Charges up to station of dispatch, if any						
(+) Charges for inland transportation, insurance up to CSIR-NML, Jamshedpur						
(+) Installation & Commissioning and Training Charges						
FOR, CSIR-NML, Jamshedpur, Price						
GST and other Taxes (___%)						
Other charge/s (specify), if any						
Grand Total						

Charges for Annual Maintenance Contract (Quote only if asked for in our technical specifications)	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year
Comprehensive			
Non-Comprehensive			

Approximate Weight of the Consignment	
Approximate Dimensions of the Consignment	
Mode of Shipment (By Air / Rail / Road)	
Delivery Schedule (Delivery Period shall count from _____)	
Time Frame required for conducting Installation & commissioning of the equipment, Acceptance Test, Training, etc.	
Warranty	
Payment Term (Please refer to our Payment terms)	

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

SIGNATURE OF AUTHORISED PERSON

### Technical Specification of the Item

Equipment Name: Hydraulic Press 50 Ton, Semi-Automatic

Quantity: 01 Unit.

#### Hydraulic Press – Lab Model semiautomatic 50 Ton

##### Technical Specification

Technical Specification	Parameters
Name of Equipment	Hydraulic Press
Capacity of Machine	50 MT
Type of Equipment	Four pillar, Floor Mounted, Bottom Pressing
Design and Operation of Machine	Hydraulic System with Electric motor drive
Working	Semi automatic microprocessor based controlling device
Pressure Cutoff	Controlling via digital controlling unit with pressure transducer for pressure cut off at desired set value
Application of Pressure	Hydraulic power pack with hydraulic jack with complete accessories fitting (Make: Rexroth/Yuken). Provision should be there to apply pressure manually incase of power failure. Pressure gauge should be provided to show applied pressure along with digital display
Power Supply	Power supply: 415volt AC (3 phase) 50Hz
Control system	Adjustable cycles, programmed as per customer requirement with help of the controlling unit
Press Table size	450 x 300 mm
Daylight	Adjustable with Maximum daylight of 450 mm. Top platen should be adjustable
Type of Adjustment	Mechanical adjustment with threaded stud, nut and check nut should be provided
Maximum Applied Pressure	300 kg/cm <sup>2</sup>
Timer Control	Digital Timer Control
Safety Arrangement	Supplier should provide details of arrangement to deal with situation of malfunctioning of pressure setting switch
Pressing Cylinder /Jack with stroke length	Supplier should provide the make, dimension, seal kits etc.
Stroke length	150 mm (max)
Make of Motor	Siemens/Havels/Crompton
Electrical Component	Siemens/ L&T/Havels make
MOC	Cast Steel
	Operation and maintenance manual is to be provided

The Offer should be accompanied with either photograph or GA of the equipment for better understanding of the equipment by end user. Without photograph and GA the offer shall not be considered for evaluation