



CENTRE FOR MATERIALS FOR ELECTRONICS TECHNOLOGY,
(A Scientific Society, Ministry of Electronics and Information
Technology, Govt. of India)
SHORANUR ROAD, M.G. KAVU, P.O. ATHANI, THRISSUR 680 581,
Kerala, India
Tel No.: 0487 – 2201156-59; Fax 0487 – 2201347
Email : cmett@cmet.gov.in URL : www.cmet.gov.in

TENDER NOTICE

Sealed Tenders (Two bid system) are invited from either the Principal/OEM itself, or by Agent/Dealer on behalf of the Principal/OEM, for the supply, installation, commissioning and demonstration of stores mentioned below, as per the tender document attached herewith.

| S.No | Brief Description of Stores | Tender No. | Qty |
|--|-----------------------------|------------------------------------|------|
| 1 | Vacuum Oven | TR/PUR/SP/13/2022 | 1 No |
| Last Date for Receipt of Tender | | 14.10.2022 (upto 15.00 hrs) | |
| Date of Opening of Technical Bids of Tender | | 14.10.2022 (at 15.30 hrs) | |

Tender shall be prepared in the prescribed format

It is requested that the quotations along with literature, if any, may please be sent so as to reach The Administrative Officer, C-MET at the address given above, on or before the due date and time. The envelope should be superscripted with the **enquiry reference number and name of the item and date of tender opening**. Please submit your quotation **on or before 15.00 hrs on the due date**, in accordance with the terms and conditions

TENDERS NOT IN THE PRESCRIBED FORMAT AS PER SECTION VI WILL BE TREATED AS NON- RESPONSIVE & WILL BE REJECTED

All tenderers shall submit a checklist as in the attached format and submit alongwith the technical bid

Sd/-
Administrative Officer

Tender Document

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

| Item No. | Tender Reference No | Brief Description of Stores/Goods/ Equipment |
|-----------------|----------------------------|---|
| 01 | TR/PUR/SP/013/2022 | Vacuum Oven |



Centre for Materials for Electronics Technology (C-MET)
(A Scientific Society under Ministry of Electronics and Information Technology,
Govt. of India)
Shoranur Road, M.G. Kavu, Athani Post, Thrissur– 680 581
Kerala, India.
Tel No.+91-487-2201156/2201157/2201158/2201159
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TENDER DOCUMENT

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SECTION-I: DEFINITIONS

SECTION-I: DEFINITIONS

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

- i. **“C-MET”** means any one or more of the three laboratories of Centre for Materials for Electronic Technology at Pune, Hyderabad or Thrissur.
- ii. **“Bidder”(including the term ‘ tenderer’ , ‘consultant’ or ‘service provider’ in certain contexts)** means any person or firm or company, including any member of a consortium or joint venture(that is an association of several persons, or firms or companies),every artificial juridical person not falling in any of the description of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- iii. **“Bidder from a country which shares a land border with India”** means:-
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- iv. **“The beneficial owner”** means:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural persons(s),who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who Explanation---
 - a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent. Of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or

entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
-
- v. **"The Purchaser(s) or Client(s)"** means the organization purchasing the Goods / services (i.e., Centre for Materials for Electronics Technology)
 - vi. **"The Supplier" or "The Vendor"** means the individual or firm supplying the Goods and Services under this Contract.
 - vii. **"The Contract"** means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form Signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
 - viii. **"The Contract Price"** means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
 - ix. **"The Goods"** means all the hardware / equipment, machinery and /or other materials which the Supplier is required to supply to the Purchaser under the Contract;
 - x. **"Services"** means services ancillary to the supply of the Goods, such as transportation and insurance and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;
 - xi. **"GTC"** means the General Terms and Conditions of Contract contained in this section.
 - xii. **"STC"** means the Special Terms and Conditions of Contract.
 - xiii. **"The Client's Country"** is the country named in STC.
 - xiv. **"Day"** means a working day.
 - xiii. **"Local content"** means the amount of value added in India which shall, unless otherwise prescribed by Govt. of India, be the total value of the item 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.
 - xiv. **"Class-I local supplier"** means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined by Govt. of India.
 - xv. **"Class-II local supplier"** means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined by Govt. of India.
 - xvi. **"Non- local supplier"** means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined by Govt. of India.

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

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

Centre for Materials for Electronics Technology, Thrissur, invites sealed tenders from eligible Indian Original Equipment Manufacturers or their authorized distributors, dealers for supply, installation and commissioning of stores/goods/equipments listed in Section V of this document. .

Interested eligible Bidders may either obtain the Tender Document on submission of a written application either from

Administrative Officer
Centre for Materials for Electronics Technology
Shoranur Road, M. G. Kavu, Athani (PO)
Thrissur - 680 581, Kerala, India.

(OR)

Download the Tender Document from our website <http://cmet.gov.in>

1. **ELIGIBILITY:** (i) The tender shall be submitted by either the Principal/OEM itself, or by Agent/Dealer on behalf of the Principal/OEM, but both cannot bid simultaneously for the same product in the same tender. If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another principal/OEM in the same tender for the same item/product. When a firm sends quotation for an item manufactures by some different company, the firm is also required to attach in its quotation, the manufacture's authorisation certificate and also manufacture's confirmation of extending the required warranty for that product. In cases where the manufacturer has submitted the bid, the bids of its authorised dealer will not be considered.

(ii) The bidder having beneficial ownership in countries which share land border with India will be eligible to bid , only if they are registered with the Department of Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India. The copy the valid registration document shall be submitted along the bid.

(iii) The bidder or its OEM (themselves or through resellers) should have supplied at least one equipment of same or higher specification in India to any Central/State Govt. Organization/PSU/Public Listed Company during the last three years. Copies of relevant contracts to be submitted along with bid in support of having supplied the item as above.

(iv) The OEM should have Average Turnover of Rs. 1 Lakhs during last three years ending on 31st March of the previous financial year. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Account indicating the turnover details for the relevant period shall be enclosed with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

Exemption for MSME and Start up companies

- (i) If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it

would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be enclosed in the Bid for evaluation by the buyer.

- (ii) If the bidder is Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered product, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. A bidder may bid for items/stores/goods/equipments mentioned in Section V. Separate bids shall be submitted for different items/stores/goods/equipments.
 3. Rates quoted should be free delivery at destination including all charges otherwise the quotation is likely to be rejected. If there is no indication regarding the FOR, in the quotation, then it will be considered as FOR destinations. Price quoted should be net and valid for a minimum period of three months from the date of opening of the quotation.
 4. **Two Bid System** will be adopted for this tender
 - A. **Envelope No. 1: Called " Techno-Commercial Bid " shall contain :**
 - a. Bid Security declaration in lieu of Earnest Money Deposit (EMD) on a Stamp paper of value Rs.500 in the prescribed format(**Section X**)
 - b. A copy of registration certificate with DPIIT in the case of bidder having beneficial ownership in countries which share land border with India,
 - c. The Self-certification of Eligibility for bidding in the prescribed format(**Section XI**).
 - d. Self-certification as to the percentage of local content in the item quoted, in the case of Class –I local supplier and Class –II local supplier (**Section XI**).
 - e. Copies of Registration as MSME/Start up/Make in India, in support of claim exemptions from EMD, Bidder/OEM Turnover and Bidder/OEM experience.
 - f. Detailed Technical features of the equipment/Item quoted.
 - g. Technical Quality and Performance of the Item quoted.
 - h. Technical Compliance Report for all Clauses in Technical Specifications as given in **Section V**
 - i. Confirmation letter that the financial bid covers all the items of the tender document.
 - j. Guarantee Bond for Performance Security Deposit as given in **Section VIII**.
 - k. Manufacturer's Authorization Form as given in **Section IX**.

- l. Commercial Terms and Conditions documents sought in the Tender except Price and related financial details Form of Details about Tenderer (**Section VII**) along with the following documents.
- m. A certified Xerox copy of Partnership deed / memorandum of articles and associations.
- n. Power of attorney, if required.
- o. Certified copy of valid latest Income Tax clearance certificate.
- p. Details of service centers, international offices, point of presence, including registration details, if any.
- q. List of service stations / Customer support stations in India, with detailed address and phone numbers and contact person through whom services will be provided (if required).
- r. Documents of previous Experience of Bidder's Eligibility, Purchase order & Completion certificate of end users.
- s. Detailed information regarding previous experience of supply and installation of the similar equipment/systems to any Government Organization and list of the clients.

B. Envelope No. 2 : Called " Financial Bid " shall contain:

- i) Duly filled prescribed Bid Form and Price Schedule (**Section VI**) with proper seal and signature of authorized person on each paper of tender.
- ii) Item-wise unit cost as well as total cost for total requirement should be quoted in clean and neat manner in figure as well as words.
- iii) Price bid should contain price details as per (**Section VI**).
- iv) **Currency of quote** : All quote shall be in Indian Rupees. The prices quoted shall be in Indian Rupees and should be firm till the supplies are completed.

The Techno-commercial Bid and Financial Bid should be sealed separately and clearly indicate "**Envelope No. 1 – Techno-Commercial Bid**" and "**Envelope No. 2 – Financial Bid**". The two sealed envelopes should be kept in a third larger envelope and addressed to the

**Administrative Officer,
Centre for Materials for Electronics Technology,
Shoranur Road, M.G. Kavu, Athani (PO),
Thrissur - 680 581, Kerala, India.**

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

If it is found that the Tenderer does not submit any of the above documents or if it is found that the price quoted is submitted in the techno- commercial bid, the tender will be rejected.

5. IMPORTANT DATES FOR SUBMISSION OF TENDER

Last Date for Receipt of Tender : 14th October, 2022 (upto 15.00 hrs)

Date of Opening of Technical Bids of Tender : 14th October , 2022 (at 15.30 hrs)

The envelopes containing Techno-Commercial Bid will be opened at 15.30 p.m. on **14th October, 2022**, at **C-MET, Thrissur**, in the presence of the nominated committee of C-MET, Thrissur and in the presence of the participant bidders or their authorized representatives. Any change in this will be duly communicated to the bidders.

6. Cost of Bidding

- 6.1 The Bidder shall bear all the costs associated with the preparation and submission of its bid, and C-MET will in no case be responsible or liable for these costs, regardless of conduct or outcome of bidding process.
- 6.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

7. Clarification of Bidding Documents

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

Administrative Officer
C-MET, Shoranur Road, M.G. Kavu
Athani Post, Thrissur – 680 581, Kerala, India
Tel No.: +91-487-2201156 / 2201157 / 2201158/2201159
Fax: +91-487-2201347
Email: – anilkumar@cmet.gov.in

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

B. PREPARATION OF BIDS

8. Language of Bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and C-MET shall be in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an appropriate

translation of the relevant document in the English language and in such a case, for purpose of interpretation of the Bid, the English translation shall govern.

9. Bid Form

The Bidder shall complete the Bid Form (**Section VI**) and the appropriate Price Schedule furnished in the documents indicating the goods to be supplied and services to be offered, a brief description of the goods and services, their country of origin, quantity and price. **Tenders not in the prescribed form will be treated as non responsive and will be rejected**

10. Documents establishing Good's Eligibility and Conformity to Bidding Documents.

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

10.2 The documentary evidence of the goods and services eligibility shall consist of a statement in the price schedule on the country of origin of goods and services offered with a certificate of origin and its value addition in India.

10.3 The documentary evidence of conformity of goods and services to the bidding documents may be in the form of literature, drawing and data, and shall consist of:

- a) A detailed description of the essential technical and performance characteristics of the goods;
- b) A list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for the period for the three years following the commencement of the use of the goods by C-MET, and
- c) An item-by-item commentary on C-MET's Technical Specification demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- d) Bidder should give details of the complete details of all the configurations of the equipment offered along with Model and Modules of the product offered.
- e) Bidder should give Bill of material in technical bid without commercial details.
- f) The details of the location(s) at which the local value addition is made.

10.4 For purposes of the commentary, the Bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by C-MET in its Technical Specifications are intended to be descriptive only and not restrictive.

11. Earnest Money Deposit (EMD)

11.1. Bid Security declaration in lieu of Earnest Money Deposit (EMD) on a Stamp paper of value Rs.500 in the prescribed format (**Section X**).

11.2. If any bidder modify or withdraw their Bid during the period of validity, the bidder will be suspended for period of Three years for bidding against C-MET notifications

11.3. EMD exemption :

The firms which are registered with GeM and the Micro and Small Enterprises (MSE) which are registered as MSE with any agency mentioned in the notification of the Ministry of Micro, Small and Medium Enterprises, indicated below are exempted from EMD:-

- a) District Industries Centres;
- 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

The exemption is subjected to furnishing of relevant valid certificate for claiming exemption and shall be kept along with Techno-Commercial Bid. **The benefit is meant for procurement of only goods produced and services rendered by the MSEs and not for any trading activities by them.**

12. Period of Validity Bids

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

13 Format and Signing of Bid

- 13.1 Both the Bids envelopes and their contents shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. Written power-of-attorney accompanying the Bid shall support the latter authorization. The person or persons signing the Bid shall initial all pages of the Bid, except for un-amended printed literature.
- 13.2 Any interlineations, corrections, erasures or overwriting shall be valid only if the person or persons signing the Bid sign them.

C. SUBMISSION OF BIDS

14 . Sealing and Marking of Bids

- 14.1 The Bidders shall seal the two envelopes in separate inner envelopes, duly marking the envelopes as Techno-Commercial Bid and Financial

Bid. Tender Reference No. and name and address of Bidder should be marked on each of the bid envelopes. These two envelopes should be placed inside an outer envelope. The outer envelope shall be sealed and indicate Tender Reference No. and name and the name and address of the bidder.

14.2 The inner and outer envelopes shall be addressed to the

**Administrative Officer
C-MET, Shoranur Road, M.G. Kavu
Athani Post, Thrissur – 680 581, Kerala, India**

14.3 The inner envelopes shall also indicate the name and address of the Bidder to be returned unopened in case it is declared “late”.

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

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

15 . Deadline for Submission of Bids

15.1 **Bids must be received by C-MET at its address mentioned above not later than 14th October, 2022, at 15.00 hrs.** Bids may be sent through courier/speed post or dropped in the Tender Box available at C-MET, Thrissur. In the event of the specified date for the submission of Bids being declared as a holiday for C-MET, the bids will be received upto the appointed time on the next working day.

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

16 . Late Bids

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

D. BID OPENING AND EVALUATION OF BIDS

17 Opening of Bids by C-MET

17.1 **A nominated Committee of C-MET will open Techno-Commercial Bids, in the presence of Bidder or his representative, who choose to attend, at 15.30 hrs on 14th October, 2022 at C-MET, Thrissur.**

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

17.3 The Bidder’s names, the presence or the absence of requisite EMD and such other details as C-MET, at its discretion, may consider appropriate, will be announced at the time of opening. No Bid shall be rejected at the

opening, except for late bids, which shall be returned unopened to the bidders.

- 17.4 After the rigorous evaluation of the Techno- Commercial bids by C-MET (Centre for Materials for Electronics Technology), the qualified tenderers will be short-listed.
- 17.5 No clarification at the initiative of the bidder, after the technical bids are opened shall be entertained.
- 17.6 The Financial Bids will be opened from the Short listed Bidders only at a time and place to be intimated to the Short listed Bidders. The bid prices, discounts and such other details as C-MET, at its discretion, may consider appropriate, will be announced at the time of opening of Financial Bids.

18 . Clarification of Bids

During evaluation of bids, C-MET, at its discretion, may ask the Bidder for a clarification of its bid. The request for a clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. However No post bid clarification at the initiative of the bidder; shall be entertained.

19 Preliminary Examination

- 19.1 C-MET will examine the Techno- Commercial bids to determine whether they are complete, whether any computational errors have been made, whether sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids from dealers, without proper authorization from the manufacturer as per **Section IX**, shall be treated as non-responsive.
- 19.2 The prices quoted should be firm till the supplies are completed. Please quote the rates in words and figures. Rates quoted should be free delivery at destination including all charges otherwise the quotation is likely to be rejected. If there is no indication regarding the FOR, in the quotation, then it will be considered as FOR destinations.
- 19.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the supplier does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
- 19.4 C-MET may waive any minor formality or non-conformity in a bid, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder. Prior to the detailed evaluation, C-MET will determine the substantial responsiveness of each bid to the bidding documents. For purposes of this Clause, a substantially responsive bid is one, which confirms to all the terms and conditions of the bidding documents without material deviation. Deviations from or objections or reservations to critical provisions such as those concerning EMD (IBIB Clause 11), Guarantee Bond for Performance Security Deposit (IBIB Clause 4.j), Warranty (GTC Clause 14), Applicable law (GTC Clause 21) will be deemed to be material deviations. C-MET's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

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

20 . Evaluation of Bids

- 20.1 C-MET will evaluate and compare the bids, which have been determined to be substantially responsive.
- 20.2 In C-MET's evaluation of a bid price, such price evaluation shall include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and excise duty on the finished goods, (if Payable) and price of incidental services, the following factors, in the manner and to the extent indicated in the Technical Specifications:
- 20.2.1 Cost of inland transportation, freight, transit insurance, and other costs within India incidental to the delivery of the goods to their final destination;
- 20.2.2 Delivery schedule offered in the bid;
- 20.2.3 Deviations in payment schedule from that specified in the General Terms and Conditions of Contract;
- 20.2.4 The availability in India of spare parts and after-sales services for the equipment offered in the bid;
- 20.2.5 While evaluating the tender C-MET, has the exclusive right to include or exclude any or all the spare parts or accessories mentioned in the tender for which the tenderer is required to quote separately.

21. Evaluation of Financial Bids and Ranking of Tenders in general:

- 21.1 The financial bids of only responsive and technically accepted tenders will be opened and evaluated.
- 21.2 If the price bid is ambiguous so that it may very well lead to two equally valid total price amounts, then the bid should be treated as unresponsive.
- 21.3 Sometime certain bidders offer suo motu discounts and rebates after opening of the tender(techno-commercial or financial). Such rebates/discounts should not be considered for the purpose of ranking the offer but if such a firm does become L1 at its original offer, such suo motu rebates can be incorporated in the contracts. This also applies to conditional rebates, for example, rebate for faster payments, and so on.
- 21.4 Normally, the comparison of the responsive tenders shall be on total outgo from the Procuring Entity's pocket, for the procurement to be paid to the supplier or any third party, including all elements of costs as per the terms of the proposed contract, including any taxes, duties, levies etc, freight insurance etc. Therefore it should normally be on the basis of FOT/FOR destination basis, duly delivered, commissioned, as the case may be.
- 21.5 Unless otherwise specifically indicated as inclusive in the total price, if any of the bidders has failed to quote any cost element; such as freight, packing charge etc., the highest of the charge

- quoted by other parties shall be taken for comparison and ranking.
- 21.6 In the case of bidders who are not registered with GST, the price comparison shall be after adding reverse tax payable by Procurement entity.
- 21.7 In the case of goods manufactured in India or goods of foreign origin already located in India, GST and other similar taxes and duties, which will be contractually payable (to the tenderer) on the goods are to be added.
- 21.8 As per policies of the Government from time to time, the purchaser reserves his option to give price/purchase preferences as indicated in the tender document.
- 21.9 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the supplier does not accept the correction of errors, its bid will be rejected. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail

22. Delivery Schedule

C-MET requires that the goods under the Invitation for Bids shall be delivered at the time specified in the Technical Specifications. The estimated time of arrival of goods at the C-MET site should be calculated for each bid after allowing for reasonable transportation time. The supplier will have to pay a penalty to C-MET in the form and at the rate mentioned in the GTC Clause No.18. No credit will be given to earlier deliveries and Bids offering delivery beyond 04 to 06 weeks of stipulated delivery period will be treated as unresponsive.

23. Procurement Preference :

- 23.1 Procurement preference is given to Micro and Small Enterprises registered with any agency mentioned in the notification of the Ministry of Micro, Small and Medium Enterprises, indicated below, as per Public Procurement preference Policy for Micro and Small Enterprises (MSEs), Order 2012 and any other amendment thereof:
- i) District Industries Centres;
 - ii) Khadi and Village Industries Commission;
 - iii) Khadi and Village Industries Board;
 - iv) Coir Board;
 - v) National Small Industries Corporation;
 - vi) Directorate of Handicraft and Handloom; and
 - vii) Any other body specified by the Ministry of MSME
- 23.2 The benefit is also available to MSEs, who are having Udyog Aadhar Memorandum

- 23.3 This benefit is available only for procurement of only goods produced and services rendered by MSEs and not for any trading activities by them.
- 23.4 An MSE Unit will not get any purchase preference over another MSE Unit.
- 23.5 Procurement Preference is also extended to suppliers registered under “Make in India” where the minimum local content is 50%, as per Public Procurement (Preference to Make in India), order, 2017.

24 . Contacting C-MET

- 24.1 Subject to IBIB Clause 18, no Bidder shall contact C-MET, Thrissur on any matter relating to its bid, from the time of the bid opening to the time of contract is awarded. If he wishes to bring additional information to the notice of C-MET, it should do so in writing. C-MET reserves its right as to whether such additional information should be considered or otherwise.
- 24.2 Any effort by a Bidder to influence C-MET in its decision on bid evaluation, bid comparison or contract award shall result in disqualification of the Bidder’s Bid.

25 . Purchase’s Right to Accept Any Bid and to Reject Any or All Bids

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

26 . Notification of Awards

- 26.1 Prior to the expiration of the period of the bid validity, C-MET will notify the successful bidder in writing, to be confirmed in writing by registered letter, that his bid has been accepted unconditionally.
- 26.2 The notification of award will constitute the formation of the Contract at Bidder’s cost.
- 26.3 Upon the successful Bidder’s furnishing of Performance Security Deposit pursuant to IBIB Clause 28, C-MET will promptly notify each unsuccessful Bidder.

27 Signing of Contract

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

- 27.2 Within 10 days of receipt of the Purchase Order/Contract, the successful bidder shall sign and put the date in Purchase Order/contract and return it to C-MET along with Performance Security Deposit as per IBIB Clause 28.

28 Performance Security Deposit

- 28.1 Within 10 days of the receipt of notification of award of purchase order /contract from C-MET, the Bidder shall furnish a Performance Security Deposit equivalent to 3% of the contract value in anyone of the forms as given below:
- 28.1.1 Fixed Deposit Receipt duly endorsed in favour of C-MET, Thrissur or Demand Draft in favour of C-MET, Thrissur, from a Commercial bank.
- 28.1.2 Bank Guarantee issued/confirmed from a Commercial Bank in India in favour of C-MET, safeguarding the purchaser's interest in all respects - irrevocable and operative for the entire period starting from acceptance of the contract ending 60 days beyond the date of completion of all contractual obligations of supplier, including warranty obligation. Bank Guarantee issued by foreign bank shall be got confirmed by a Commercial Bank in India.
- 28.2 The Performance Security Deposit is required towards fulfillment of the Purchase order / Contract obligations. This Security Deposit will be forfeited in case the successful Bidder fails to execute the Purchase Order/ Contract.
- 28.3 Failure of the successful Bidder to comply with the requirement of the IBIB Clause 28 can constitute sufficient grounds for the annulment of the award in which event C-MET may call for new bids.

29. Corrupt or Fraudulent Practices.

- 29.1 C-MET requires that the bidders/suppliers/ contractors under this tender, observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, C-MET:
- 29.1.1 Defines for the purposes of this provision, the terms set forth as follows:
- a) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of the public official in the procurement process or in contract execution; and
- b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or execution of a contract to the detriment of C-MET, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive C-MET of the benefits of the free and open competition;
- 29.1.2 will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

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

30. Interpretation of the clauses in the Tender Document / Contract Document

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

31. In case of any legal dispute the jurisdiction will be Thrissur only.

SECTION III: SPECIAL TERMS AND CONDITIONS (STC)

SECTION III: SPECIAL TERMS AND CONDITIONS (STC)

- I* In case of partnership firm or Joint Hindu concern, the names and full particulars of the partners or the members if the Joint Hindu family owning the concern, the information will have to be submitted on separate sheet along with the Tender. The Tender must be signed:-
- (i) In the event of being a sole proprietary concern by the sole proprietor or by a constituted attorney duly authorized to enter into and sign agreements on his behalf including agreement to refute disputes arising under or relating to such agreement to arbitration by a power of attorney signed by the proprietor and authenticated by a Notary Public or Magistrate.
 - (ii) In the event of being a partnership firm, by all partners or by a constituted attorney duly authorized to enter into and sign on behalf of the partnership firm including agreements, to refute disputes arising under or relating to such agreements or arbitration by a power of attorney executed under the firm's common seal and authenticated by a Notary Public or a Magistrate.
 - (iii) In the event of being a Hindu Joint Family concern, by the Kartas of the Joint family

III. SCOPE OF SUPPLY

- i) Actual delivery includes Installation & Commissioning and is to be done at the address

Centre for Materials for Electronics Technology, (C-MET), Athani,
Mulankunnathukavu P.O., Thrissur District, Kerala INDIA - PIN 680 581

OR

India Innovation Centre for Graphene (IICG) Maker Village, Kerala Technology
Innovation Zone Kinfra Hi- Tech Park Kalamassery, Kochi

- ii) Scope of supply includes Training: Number of employees to be trained 2,
Place for Training C-MET/IICG and Duration of training 2 days.
- iii). Scope of supply includes Statutory Clearances required (if any)

III. PAYMENT TERMS

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

SECTION IV: GENERAL TERMS AND CONDITIONS (GTC)

1. GENERAL CONDITIONS FOR BIDDER AND QUOTED PRODUCTS

- a. Specifications confirming to the requirement or better than that, Past Performance, Financial Soundness, Technical Competence, Total Cost and Organizational Capability of the Tenderer to provide installation, commissioning, after sale service and spare parts supply shall be some of the crucial parameters for pre-qualification of tenderers to be called for negotiations.
- b. **Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid
- c. Bidders shall quote only those products in the bid which are not obsolete in the market and has at least years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.
- d. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

2. Re-tendering

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

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

3. Price escalation

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

4. Performance Security Deposit

- 4.1 The Performance Security Deposit as per IBIB Clause 28 shall be for entire period from acceptance of Contract to completion of warranty plus 60 days.
- 4.2 The proceeds of the Performance Security Deposit shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 4.3 The Performance Security Deposit will be discharged by C-MET and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligations under the contract.
- 4.4 In the event of any contract amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security Deposit, rendering the same valid for the duration of the Contract, as amended for further period of 60 days thereafter.

5. Standards

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

6. Patent Rights

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

7. Tender Specifications

The specifications for the items quoted should be explicitly clear and all available technical literature, catalogues and other data in support of the specifications of the items should be furnished along with the Tender. In the event of an alternative offered by the Tenderer, full specifications, details, literature, etc., which may justify consideration of such alternative offer, need to be given.

- 7.1 It should specifically be mentioned as to whether the price quoted includes all taxes and duties. Sales tax and/or other duties and levies where legally leviable and intended to be claimed should be distinctly shown separately in the Tender. Packing, Forwarding and handling charges, etc., if any, to be quoted separately.
- 7.2 The Tenderer should provide all the information asked for in the Form for Details about the Tenderer.
- 7.3 The Tenderer has to state in detail the Electrical Power/UPS requirements, floor Space, head room, foundation needed and also to

state whether Air-conditioned environment is needed to house the system and to run the tests, i.e., pre-installation facilities required for installation, may please be intimated in the Technical Bid.

8. Validity of Tender:-

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

9. Inspections and Tests

9.1 C-MET or its representative shall have the right to inspect and/or to test the Goods and services to confirm their conformity to the Contract specifications at no extra cost to C-MET. C-MET shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.

9.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data shall be furnished to the inspectors at no charge to C-MET.

9.3 Should any inspected or tested Goods fail to conform to the specifications, C-MET may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to C-MET.

9.4 C-MET's right to inspect test and, where necessary, reject the Goods after their arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by C-MET or its representative prior to the Goods shipment.

9.5 **Nothing in GTC Clause 10 shall in any way absolve** the Supplier from any warranty or other obligations under this Contract.

10. Packing

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

11. Delivery and Documents

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

12. Insurance

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

13. Spare Parts

The availability of spare parts shall be ensured for period of 10 years from the date of installation. The Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- 13.1 Such spare parts as C-MET may elect to Purchase from the Supplier, providing that this election shall not absolve the Supplier of any warranty obligations under the Contract; and
- 13.2 In the event of termination of production of the spare parts:
 - i. advance notification to C-MET of the pending, termination, in sufficient time to permit C-MET to procure needed requirements; and
 - ii. Following such termination, furnishing at no cost to C-MET, the blueprints, drawings and specifications of the spare parts, if requested.
- 13.3 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares. Other spare parts and components shall be supplied as promptly as possible but in any case within one month of placement of order.
- 13.4 **Availability of Spare Parts :** The availability of spare parts shall be ensured for period of 10 years from the date of installation.

14. Warranty

- 14.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by C-MET's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 14.2 The entire system should be guaranteed for a period of atleast 1 year from the date of commissioning. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period.. Details of Service Centres near consignee destinations are to be submitted along with the bid. This warranty shall including the service/maintenance/repair warranty, after the Goods or any portion thereof as the case may be, have been delivered, commissioned and accepted at the final destination indicated in the Contract. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service

- 14.3 C-MET shall promptly notify the Supplier in writing of any claims arising under this warranty
- 14.4 Upon receipt of such notice, the Supplier, with all reasonable speed, repair or replace the defective goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on C-MET for the replaced parts/goods thereafter.
- 14.5 If the Supplier, having been notified, fails to remedy the defect(s) within 10 days time limit, a penalty of 0.5% of price of the equipment subject to maximum 10%, shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalth amount from the Performance Security (PBG). C-MET may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which C-MET may have against the Supplier under the Contract.
- 14.6 If the down time is more than eight hours, supplier shall provide temporary replacement of the defective component and remove the defect. If the downtime is more than seventy two hours then the warranty period will be extended by one month for entire contract.
- 14.7 The Bidder must indicate who will maintain equipment/instrument after warranty period (post warranty) by giving the name of Firm, address, contact person, phone no. and fax no. etc in the Technical Bid.

15. Payment

- 15.1 The methods and conditions of payment to be made to the Supplier under this Contract shall be specified in the STC.
- 15.2 The Supplier's request(s) for payment shall be made to C-MET in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to GTC Clause 11, and upon fulfillment of other obligations stipulated in the contract.

16. Prices

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

17. Advance payment

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

18. Penalty Clause

Subject to GTC Clause 19, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, C-MET shall, without prejudice to its other remedies under the Contract, deduct from the

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

19. Force Majeure

- 19.1 Notwithstanding the provisions of GTC Clause 18, the Supplier shall not be liable for forfeiture of its performance security, penalty or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 19.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 19.3 If a Force Majeure situation arises, the Supplier shall promptly notify C-MET in writing of such conditions and the cause thereof. Unless otherwise directed by C-MET in writing, the Supplier shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure.

20. Liquidated Damages

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

21. Applicable Law

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

22. Applicability to Other Terms and Conditions

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

23. Tenderers must ensure the following while submitting the Tender:-

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

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

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

bound to supply to C-MET such items and such portion or portions of one or more of the items as may be accepted by C-MET.

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

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

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

29 Cancellation of order

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

30 Replacement of parts

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

31 Arbitration

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

SECTION V-Technical Specifications

| Technical specifications for Vacuum Oven | | |
|---|-------------------------------------|--|
| S.No | Description | Specifications |
| 1 | Basic Oven structure | The vacuum oven should have rigid structure with glass window fin the front for viewing |
| 2 | Temperature Range | 50 °C to 200 °C or higher |
| 3 | Capacity | Capacity should be minimum of 60 Litre or higher |
| 4 | Resolution | Resolution should be 0.1°C or better |
| 5 | Accuracy | The entire oven Temperature accuracy should be $\pm 2^{\circ}\text{C}$ or better |
| 6 | Oven structure and other provisions | Vacuum oven should be fitted with highly accurate controller that allows gentle drying of heat sensitive materials avoiding damage due to rapid temperature over shooting |
| | | Drying should be faster than the conventional oven |
| | | Should have Separate vacuum release valve releasing vacuum by gentle turn of the knob |
| | | Should have separate vacuum connection valve preventing oil spillage in the oven |
| | | The Interior of the oven should have a SS316 mirror finish and exterior of the chamber should be made of SS-304 with dull buff finish. The trays inside the oven as shelf system should be made of stain less steel to improve heat conduction to the samples. |
| | | The door should be provided with silicon gasket and positive latch on the vaccum chamber to tight seal and maintain leak rate less than 1 Hg.per 24 hour period. |
| | | There should be provision for Vacuum Regulator and overflow protection |
| | | The insulation of the oven should have a 4" high grade glass wool insulation |
| 7 | Glass Door | The vaccum oven should be provided Door with glass window for viewing of the sample inside the chamber. The glass window be made of toughned glass in the door to allow viewing of samples inside the chamber. |

| | | |
|----|---------------------|---|
| 8 | Heating Element | Heating element should be made of best quality Kanthal DSD wire for providing uniform temperature inside the oven. Heater should be mounted below the tray, ensures rapid and equal heating without any thermal loss |
| 9 | Heating system | Oven should be working with shelf heating technology and it will help to heat samples effectively under vacuum |
| 10 | Control System | Microprocessor based autotune PIC temperature controller with a dual display of set and process value for precise control of temperature. |
| 11 | Alarms | Should have visual alarm for temperature deviations |
| 12 | Power supply | Power supply 230 V , 50 HZ , 15A , Max. Power : 220 W , Max Current: 0.9A Max. |
| 13 | Vacuum pump | Vacuum oven should be supplied with Oil free Portable vacuum pump with a capacity of Ultimate 33mbar (-735mmHg) Built in Micro suction filter, with 2-play nylon reinforced neoprene rubber diaphragm. Max. Flow Rate: 40 l /min, Motor Rotation : 1450 RPM or higher, Horse power : 1/3 HP or higher Vibration-proof assembly makes pump run at the lowest noise level among all other equivalent pumps. Noise Level : 68.0 dB or lesser Provision for Moisture trap & pressure regulator with pressure gauge. |
| 14 | Overheat Protection | Built-in thermal protection device to shut off the pump automatically when overheated and then restart it when the temperature cools down. |
| 15 | Warranty | Standard 1 year for the whole unit including vacuum pump |
| 16 | Mandatory points | The OEM should have the product catalogue for the item and it should displayed in their website |
| | | Only original OEM has to participate in the tender or else, an authorization certificate from the manufacturer must have to be attached at the time of bidding. |
| | | Proof of rectangular model 60 lite vacuum oven supplied in the last five years in Governments units should be furnished with the contact details. |
| | | Manufacturer should have their own service and calibration centre in India, proof must be attached. |

SECTION VI : BID FORM AND PRICE SCHEDULE

BID FORM AND PRICE SCHEDULE

TENDER FORMAT FOR INDIAN SUPPLIERS

(Ref. Section II (IBIB), clause 4 B(i) .)*

Name of the Firm :
(Specify whether authorized agent or OEM)

Name of the Manufacturer:

| | | | | | |
|--|-------------------------------|-------------------------------|------|---------------|--------|
| Firm Registration No. (If any) | | Date | | | |
| GST No. | | PAN (Attach photocopy) | | | |
| Phone | Address : | | | | |
| Fax | | | | | |
| Email | | | | | |
| URL | | | | | |
| Tender Schedule : All rates in Figures and in Words in Rupees | | | | | |
| Tender No. and Date | | | | | |
| Sr. No. | Description and Specification | Qty | Unit | Rate per unit | Amount |
| | | | | | |
| Packing / Forwarding charges | | | | | |
| GST | | | | | |
| Total value | | | | | |
| Delivery Terms | | | | | |
| Delivery Schedule : | | | | | |
| Enclosed Specifications/Drawings/Special Conditions of Contract : | | | | | |
| Item /Tender Specific Conditions of this Tender : | | | | | |
| <p>I/we engage to supply the material(s) to your office and comply the following</p> <ol style="list-style-type: none"> 1) Tender schedule and technical specification indicated 2) Item/tender specific conditions for this tender 3) Terms and conditions printed overleaf 4) General conditions of contract signed by me at the time of supplier registration (for registered suppliers) 5) I/we confirm that set off for the GST paid on the inputs have been taken into consideration in the above quoted price and further agree to pass on such additional duties as sets offs as may become available in future under GST 6) This offer is valid for 90 (ninety) days from the date of opening of the tender 7) That we have not been debarred by any Government /Undertaking 8) That the rates quoted are not higher than the rates quoted for same item to any Government/ Undertaking 9) That the bid submitted by us is properly sealed and prepared as to prevent any subsequent alteration and replacement. | | | | | |
| Signature & Seal | | Name of | | | |
| Place & Date | | Authorised Signatory | | | |
| Address | | Tel. No/Fax No/ Mobile No. | | | |
| | | Email id | | | |

*** TENDERS NOT IN THE PRESCRIBED FORMAT WILL BE TREATED AS NON- RESPONSIVE & WILL BE REJECTED**

SECTION VII : FORM FOR DETAILS ABOUT THE TENDERER

FORM FOR DETAILS ABOUT THE TENDERER

(To be submitted with the Tender)

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

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

14. Financial Soundness :
(Please enclose copies of certified financial
statements for the last three years.)
15. Technical Competence.& Work Experience in India :

16. Organizational Capability :

No. of qualified engineers:

Name of the key personnel & qualifications:

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

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

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

Place
Date

Office Seal / Stamp

Name, Designation and
Signature of the Authorised
Signatory

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

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To

Centre for Materials for Electronics Technology (C-MET),
Shornur Road, Athani P.O., Thrissur, Kerala, Pin – 680 581

WHEREAS (name and address of the supplier) (hereinafter called “the supplier”) has undertaken, in pursuance of contract no..... datedto 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 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 thereunder 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

SECTION IX: MANUFACTURERS' AUTHORIZATION FORM

MANUFACTURERS' AUTHORIZATION FORM

No. _____ dated _____

To :

Administrative Officer,
C-MET,
Shoranur Road,
M.G. Kavu, Athani Post,
Thrissur – 680 771, Kerala, India

Tender Reference No. :

Item No. :

Name of Stores/Goods/Equipment :

Dear Sir,

We _____ who are established and reputed
manufacturers of

_____ at
having _____ factories _____
_____ (address of
factory) do hereby authorize M/s. _____

_____ (Name and address of
Agent) to submit a bid, and sign the contract with you against the IBIB of the Tender
Document.

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

Yours faithfully,

(Name)

(Name of manufacturers)

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

SECTION X: BID SECURITY IN LIEU OF EMD

BID SECURITY IN LIEU OF EMD
(ON STAMP PAPER WORTH Rs.500/-*)

Date :
Tender Reference No.:
Item No.:
Name of Stores/Goods/Equipment:

To
Centre for Materials for Electronics Technology (C-MET)
Shoranur Road,
M.G. Kavu, P.O. Athani,
Thrissur – 680 581, Kerala, India

Sir,
Having examined the Bidding Documents of Tender No. _____
(Insert Tender No.),

We the undersigned, offer to supply and deliver

_____ *(brief description of Goods and Services)* in conformity with the said bidding documents for the same for the price quoted in the Commercial Bid or such other sums as may be ascertained in accordance with the Schedule of Prices attached with the Commercial Bid and made part of this bid.

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

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

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

We accept that if we withdraw or modify our Bids during the period of validity, or if we are awarded the contract and we fail to sign the contract, or to submit a performance security before the deadline defined in the bid document, we will be suspended for a period of three years from being eligible to submit Bids for contracts with C-MET.

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

(Signature of the authorized representative of the Bidder)

.....
Name and designation of the officer
.....
.....

Seal,

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

SECTION XI: SELF DECLARATIONS

TO BE TAKE ON LETTER HEAD OF THE BIDDER

SELF DECLARATION IN RESPECT OF ELIGIBILITY FOR BIDDING

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India;

I certify that;-

**i) this bidder is not from such a country ,*

**ii) this bidder is from such a country, has been registered with the Competent Authority.*

I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.

* Strike out which is not applicable

Authorized Signatory

(Where applicable, evidence of valid registration by the Competent Authority shall be attached)

TO BE TAKE ON LETTER HEAD OF THE BIDDER

**SELF DECLARATION IN RESPECT OF LOCAL CONTENT
(Applicable for Local suppliers)**

A. *I certify that the item quoted has local content equal to or more than and come under Class-I/Class-II local supplier category. The stated local content will not include the service such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc, as local value addition.*

B. *The details of the location(s) at which the local value additions made is/are as under;-*

*Name of the Firm—
Address -*

Authorized signatory

SECTION -XII - FORMAT FOR CHECKLIST

Check list for Tender No. TR/PUR/SP/013/2022

| Sl.No | Particulars | Please put '√' mark |
|-------|--|---|
| 1 | Whether submitted EMD If not, whether eligible for EMD exemption | Yes/No |
| 2 | Whether valid certificate claiming EMD exemption submitted | Yes/No |
| 3 | Whether tender submitted in the prescribed format (Either in the attached format or in the letter head) | Yes/No |
| 4 | Whether registered under GST ACT | Yes/No |
| 5 | Whether submitted in two bid system/ single bid system | Yes/No |
| 6 | Whether eligible for procurement preference | Yes/No |
| 7 | Whether warranty as required by us quoted | Yes/No |
| 8 | Whether the envelope containing quotations properly addressed, sealed and super scribed as required | Yes/No |
| 9 | Whether principal supplier/ OEM itself or Agent /Dealer of behalf of Principal/OEM | Principal Supplier/OEM or Agent or Dealer of Principal supplier/OEM |

Place:

Date:

Name, Signature & Seal
of Authorised Signatory