



CENTRE FOR MATERIALS FOR ELECTRONICS TECHNOLOGY (C-MET)
(Scientific Society, Ministry of Electronics & Information Technology, MeitY, Govt. of India)
Panchawati, Off. Dr. Homi Bhabha Road, Pashan, Pune- 411 008, INDIA

TENDER NOTICE

Advt. No. PN/ADM/TEN/002/2021

Sealed Tenders are invited under Two Bid System (Part I- TECHNO-COMMERCIAL BID & Part II- PRICE BID) from reputed Indian Manufacturers / Indian Agent of Foreign Equipment Manufacturer for the “supply, installation, demonstration and training” of the Scientific Equipment.

| Tender Reference No. | Brief Description of Stores | Qty. | Cost of Tender Fee (In Indian Rs.) |
|-----------------------------|--|-------------|---|
| PN/ADM/PUR/022/2021 | X-ray Photoelectron Spectroscope (XPS) with Accessories (As per Specifications) | 1 No. | 2,000.00 |

Last Date of Issue of Tender Document : 06.03.2022
Last Date for Submission of Tenders : 07.03.2022 up to 14.00 Hrs.
Date of Opening of Technical Bids of Tender : 07.03.2022 at 15.00 Hrs.

For details, please visit our website <http://www.cmet.gov.in>. The Tender document can be obtained either from the Administrative Officer, C-MET, Pune on payment of requisite tender fee by way of DD drawn in favour of ‘**Centre for Materials for Electronics Technology, Pune**’ OR may be downloaded from our website. In this regard, tender document fees to be deposited in the form of Demand Draft at the time of submitting technical bid. Tenders submitted as per the terms & conditions mentioned in the Tender Document only will be accepted. C-MET will not be responsible for postal or any other delay and reserves the right to reject any or all the tenders without assigning any reasons.

(Sd/-) Administrative Officer

Tender Document

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

| Item No. | Tender Reference No | Brief Description of Stores/Goods/Equipment |
|----------|---------------------|---|
| 01 | PN/ADM/PUR/022/2021 | X-ray Photoelectron Spectroscope (XPS) with Accessories (As per Specifications) |



Centre for Materials for Electronics Technology (C-MET)
(A Scientific Society, Ministry of Electronics & Information Technology, MeitY, Govt. of India)
Panchawati, Off. Dr. Homi Bhabha Road, Pashan, Pune- 411 008, INDIA

Tel No.+91-20- 25898390 / 25899273 / 25898141

Fax: +91-20-25898180

Website – <http://www.cmet.gov.in>.

TENDER DOCUMENT

SECTION INDEX

| SL. NO. | PARTICULARS | PAGE NO. |
|----------------|--|-----------------|
| 1 | SECTION I: DEFINITIONS | 4-5 |
| 2. | SECTION II: INVITATION FOR BIDS & INSTRUCTIONS TO BIDDERS (IBIB) | 6-17 |
| 3. | SECTION III: SPECIAL TERMS & CONDITIONS (STC) | 18-23 |
| 4. | SECTION IV: GENERAL TERMS & CONDITIONS (GTC) | 24-33 |
| 5. | SECTION V: TECHNICAL SPECIFICATIONS | 34-39 |
| 6. | SECTION VI: BID FORM AND PRICE SCHEDULE | 40-42 |
| 7. | SECTION VII: FORM OF DETAILS ABOUT TENDERER | 43-45 |
| 8. | SECTION VIII: GUARANTEE BOND FOR PERFORMANCE SECURITY DEPOSIT | 46-47 |
| 9. | SECTION IX: MANUFACTURERS' AUTHORIZATION FORM | 48-49 |
| 10. | SECTION X: FORMAT FOR BID SECURITY DECLARATION TO BE GIVEN BY THE SUPPLIER/ VENDOR | 50-51 |
| 11. | SECTION XI : INTEGRITY PACT. FORMAT FOR DECLARATION BY THE BIDDER FOR CODE OF INTEGRITY AND CONFLICT OF INTEREST | 52-53 |
| 12. | FORMAT FOR CHECK LIST FOR COMMERCIAL TERMS | 54-57 |

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

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

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

1. Centre for Materials for Electronics Technology, Pune, invites sealed tenders from eligible Indian Manufacturers OR Indian Agent of Foreign Equipment Manufacturer for supply, installation and commissioning of stores/goods/equipments listed in **Section - V** of this document.
2. Interested eligible Bidders may either obtain the Tender Document on submission of a written application along with the tender document fee as indicated against the equipment in Indian rupees or equivalent by demand draft in favour of “**Centre for Materials for Electronics Technology**” payable at Pune (India) from:-

Administrative Officer
Centre for Materials for Electronics Technology
Panchawati, Dr. Homi Bhabha Road, Pashan, Pune- 411 008, INDIA

OR

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

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

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

Envelope No. 1: Called "Techno-Commercial Bid " shall contain :-

- a. **Bid Security / Earnest Money Deposit (EMD)** : Bid Security /Earnest Money Deposit (EMD)- *Declaration to be given by Supplier / Vendor as per Office Memorandum issued by Govt. of India, Ministry of Finance, Department of Expenditure, Letter No: 9/4/2020-PPD dated 12.11.2020. The same has been extended up to 31.03.2023 vide Office Memorandum No. 9/4/2020-PPD dated 30.12.2021.* Specific format as per **Section-X**.
- b. Form of Details about Tenderer (**Section- VII**) along with the following documents.
 - i. A certified Xerox copy of Partnership deed / memorandum of articles and associations.
 - ii. Power of attorney, if required
 - iii. Certified copy of valid latest Income Tax clearance certificate
 - iv. Details of service centers, international offices, point of presence, including registration details, if any.

- v. List of service stations / Customer support stations in India, with detailed address and phone numbers and contact person through whom services will be provided (if required)
- vi. Documents of previous Experience of Bidder's Eligibility, Purchase order & Completion certificate of end users.
- vii. Detailed information regarding previous experience of supply and installation of the similar equipment/systems to any Government Organization and list of the clients
- viii. A copy of registration with Central Ministries or Departments by Indian agent of Foreign Supplier, if applicable.
- c. Detailed Technical features of the equipment/Item quoted.
- d. Technical Quality and Performance of the Item quoted.
- e. Technical Compliance for all Clauses in Technical Specifications as given in **Section - V**.
- f. Confirmation letter that the financial bid covers all the items of the tender document.
- g. Guarantee Bond for Performance Security Deposit as given in **Section- VIII**.
- h. Manufacturer's Authorization Form as given in **Section- IX**
- i. Tender Fee (those who are down loaded the tender documents from the website)

All documents in the Techno-Commercial Bid should be submitted in the above sequence with Index Page and Page Numbers.

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**.

The Techno-commercial Bid and Financial Bid should be sealed separately and clearly indicate "**EnvelopeNo. 1–Techno-Commercial Bid**" and "**EnvelopeNo.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,
Panchawati, Dr. HomiBhabah Road, Pune- 411 008 (India)**

Please write the tender reference number on each envelope and seal all the envelopes as per IBIB Clause 14.

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.

IMPORTANT DATES FOR SUBMISSION OF TENDER

| Tender Reference No. | Brief Description of Stores | Cost of Tender Fee (In Indian Rs.) | Place of Delivery |
|-----------------------------|--|---|--------------------------|
| PN/ADM/PUR/022/2021 | X-ray Photoelectron Spectroscopy (XPS) with Accessories (As per Specifications) | 2,000.00 | C-MET, Pune |

Last Date of Issue of Tender Document : 06.03.2022

Last Date for Submission of Tenders : 07.03.2022 up to 14.00 Hrs.

Date of Opening of Technical Bids of Tender : 07.03.2022 at 15.00 Hrs.

The envelopes containing Techno-Commercial Bid will be opened at 15.00 Hrs. on **07.03.2022** at **C-MET, Pune**, in the presence of the nominated committee of C-MET, Pune and in the presence of the participant bidders or their authorized representatives. Any change in this will be duly communicated to the bidders.

5. Eligible Bidders

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

6. Eligible Goods and Services

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

7. Cost of Bidding

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

8. Clarification of Bidding Documents

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

Administrative Officer
C-MET,
Panchawati, Off. Dr. Homi Bhabha Road, Pashan, Pune- 411 008 INDIA
Tel: +91-020-25898390 / 25899273 / 25898141
Fax: +91-20-25898180
Email :- pybhoite@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

9. Language of Bid

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

10. Bid Form

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

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

- 11.1 The Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services, which the Bidder proposes to supply under the contract.
- 11.2 The documentary evidence of the goods and services eligibility shall consist of a statement in the price schedule on the country of origin of goods and services offered with a certificate of origin shall confirm at the time of shipment.

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

12 Period of Validity Bid

- 12.1 Bids shall remain valid for **240 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 by written notice and may be sent by Fax, however the same should be followed by signed confirmation copy & same should reach the purchaser not later than the dead line for the submission of bids.
- 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 the Name and address of the bidder.

14.2 The inner and outer envelopes shall be addressed to the:-

Administrative Officer
C-MET
Panchawati, Off. Dr. Homi Bhabha Road, Pashan, Pune- 411 008 INDIA
Tel: +91-020-25898390 / 25899273 / 25898141
Fax: +91-20-25898180
Email :- pvbhoite@cmet.gov.in

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 Bid

15.1 **Bids must be received by C-MET at its address mentioned above not later than 07.03.2022 at 14.00 hrs at C-MET, Pune.** Bids may be sent through courier/speed post or dropped in the Tender Box available at C-MET, Pune. 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 Bid

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. OPENING AND EVALUATION OF BIDS

17. Opening of Bids by C-MET

17.1 A nominated Committee of C-MET, Pune will open Techno-Commercial Bids, in the presence of Bidder or his representative, who choose to attend, at 15.00 hrs on 07.03.2022 at C-MET, Pune.

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 / Information and other details, 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.

17.7 In exceptional circumstances Negotiation Meeting with **L1 (Lowest Tenderer)** may be carried out only if the Tender pertains to the award of Work/Supply Orders etc. as per the guidelines issued by CVC (Chief Vigilance Commission, Govt. of India) from time to time.

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 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.

19.3 C-MET may waive any minor formality or non-conformity in a bid, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder. Prior to the detailed evaluation, C-MET will determine the substantial responsiveness of each bid to the bidding documents.

For purposes of this Clause, a substantially responsive bid is one, which confirms to all the terms and conditions of the bidding documents without material deviation. Deviations from or objections or reservations to critical provisions such as those concerning, Guarantee Bond for Performance Security Deposit (IBIB Clause 4.g), Warranty (GTC Clause 14), Applicable law (GTC Clause 21) and Taxes and duties (STC Clause 2.1 and 2.2) 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.

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

20. Evaluation and comparison 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 taxes 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

20.3 **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.19**. No credit will be given to earlier deliveries and Bids offering delivery beyond 04 to 06 weeks of stipulated delivery period will be treated as unresponsive.

20.4 **Deviation in Payment Schedule.**

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

20.5 **Spare parts and after sales services facilities in India**

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

21. **Contacting C-MET**

- 21.1 Subject to **IBIB Clause18**, no Bidder shall contact C-MET, Pune on any matter relating to its bid, from the time of the bid opening to the time of contract is awarded. If he wishes to bring additional information to the notice of C-MET, it should do so in writing. C-MET reserves its right as to whether such additional information should be considered or otherwise.
- 21.2 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 Bid.

22. **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.

23. **Notification of Awards**

- 23.1 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.
- 23.2 The notification of award will constitute the formation of the Contract at Bidder's cost.

24. **Signing of Contract**

- 24.1 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.
- 24.2 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 25**

25. Performance Security Deposit

25.1 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 the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's

Cheque or Bank Guarantee from a Nationalized / Commercial Bank or Online payment in an acceptable form safeguarding the purchaser's interest in all respects (As per Office Memorandum No. F. 1/1/ 2022-PPD dated 02.02.2022 issued by Govt. of India, Ministry of Finance, Department of Expenditure, Procurement Policy Division, New Delhi)

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

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

25.4 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.

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

26. Corrupt or Fraudulent Practices.

26.1 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:

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

- a) "corrupt practice" means the offering, giving, receiving or soliciting of anything 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;

26.1.2 C-MET 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;

26.1.3 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 under Prevention of Corruption Act - 1986 or any other Act enacted for the same.

27. 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.

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

SECTION III: SPECIAL TERMS AND CONDITIONS (STC)

SECTION III: SPECIAL TERMS AND CONDITIONS (STC)

1. **FOR INDIGENOUS BIDDERS:-**

GENERAL:

1.1 Vendor to specify the quoted price with exclusion of G.S.T./I.G.S.T. or any other statutory duty / taxes & the same should specify separately.

1.2 The change in any duty/taxes upward/downward as a result of change in Govt. Policy on duty & taxes taking place within contract terms shall be allowed to extent of actual quantum of such variation of duty / tax paid by the supplier and vice versa.

1.3 T.D.S. as per Income Tax Rule will be deducted and a certificate to that effect will be issued by the Buyer.

1.4 In case of partnership firm or Hindu Undivided Family (HUF) concern, the names and full particulars of the partners or the members if the Hindu Undivided Family (HUF) 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 Undivided Family concern, by the Kartas of the Joint family

2. **CUSTOMS DUTY & GST EXEMPTION**

(In case of item to be procured from Foreign Vendor for Supply to C-MET)

2.1 All taxes, duties, levies and charges which are to be for the delivery of stores/ services, including advance samples, shall be paid by the parties under the contract in their respective countries. However, the corporate / individual Income Tax if applicable, will continue to be paid by the concerned party / individual.

2.2 **CUSTOMS DUTY:** Centre for Materials for Electronics Technology(C-MET) has been granted the benefit of exemption from the payment of the Customs Duty by the Department of Scientific and Industrial Research (DSIR), Govt. of India, Under Notifications No.51/96- as amended dt. 23.07.1996, No. 24/2007- Customs dt. 01.03.2007, No. 43/2017 – customs dt. 30.06.17, No. 45/2017 Central Tax (Rate) & 47/2017 – Integrated Tax (Rate) dt. 14.11.2017, No. 9/2018 – Central Tax (Rate) No. 09/2018 – Union Territory Tax (Rate) & No. 10/2018

Integrated Tax (Rate) dt. 25.01.2018 ; and State Tax (Rate) as applicable and all notification, as amended from time to time, in respect of

- a) Scientific and technical instruments, apparatus, equipment including computers.
- b) Accessories and spare parts of goods specified in (a) above and consumables.
- c) Computer software, compact disks, CD ROM, Recording magnetic tapes, microfilms, micro-chips etc.
- d) Prototypes.

Hence, the bidders should take into consideration about this facility of C-MET while quoting for the advertised scientific equipments.

- 2.3 ***GST/IGST(%)***: C-MET is registered under Department of Scientific and Industrial Research (DSIR) and eligible for concessional GST at the rate of 5% (CGST @ 2.5% and SGST @ 2.5%) and IGST at the rate of 5% for Research Institutions as per Notification No. 45/2017-Central Tax (Rate) dated 14.11.2018 and Amendment Notification No. 9/2018 - Central Tax (Rate) dated 25.01.2018 & Notification No. 47/2017- Integrated Tax (Rate) dated 14.11.2017 and Amendment Notification No. 10/2018-Integrated Tax (Rate) dated 25.01.2018. The requisite certificate for availing concessional GST / IGST Rate along with documents will be provided.

Our GST No. is 27AAAAC0801E2ZI

PAYMENT TERMS

For Indigenous Seller:-

“100% Payments shall be made promptly by C-MET, but in no case later than 30 (Thirty) 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”

4. Useful Instruction to Foreign Suppliers / Subsidiary Firm:-

- 4.1 Cost of the items should be mentioned clearly in the Commercial Offer (Part-II) only. The optional and any other essential items / accessories required for the maintenance of the equipment for the next three years should also be specified in the offer separately.
- 4.2 All costs should be given in Indian rupees and/or in a convertible currency like US-\$, UK- Pounds, Japan- Yen, France- Francs or German Mark or Euro.
- 4.3 The Principal Supplier should clearly indicate the address of its Indian Agent, if any, and percentage (%) of Agency Commission payable, if any.
- 4.4 The Indian Agent should produce a copy of the Agency Agreement with the foreign principal giving the precise relationship between them and their mutual interest in business.
- 4.5 The Bidder should indicate the names of the reputed Indian organizations, CSIR Labs and other scientific and technical institutes

where the Bidder has supplied similar equipment and attach satisfactory performance report of the equipment from the user organizations.

- 4.6 Details of services rendered by the Bidder as well as after-sales services offered by him should be made clear in the Bid.
- 4.7 The Tenderer's conditions printed on the tender or otherwise sent along with the tender shall not be binding on C-MET.
- 4.8 Supply means "Supply, Installation, Commissioning and satisfactory demonstration of the whole system and training". If there are any extra charges for Installation, Commissioning and training, the same should be specified in the commercial offer.
- 4.9 The address of Principal's/Manufacturer's and their Banker's details should be furnished.
- 4.10 Installation is to be arranged by the supplier free of cost, and the same is to be done within 15 days of the arrival of the equipment at site.
- 4.11 The makes / brand and name and address of the manufacturer, Country of Origin, Country of Shipment and currency in which rates are quoted are to be mentioned.
- 4.12 The payment of local currency portion shall be payable in equivalent Indian Rupees, within 30 days after the receipt of the equipment in good condition and after satisfactory installation and commissioning and demonstration.
- 4.13 Details of onsite warranty, agency that shall maintain the supplied stores/goods/equipments during warranty and undertake Annual Maintenance Contract (AMC)/Comprehensive Service Maintenance Contract beyond warranty shall be given in the offer. In case of foreign supplier, the Indian Agent who shall maintain supplied stores/goods/equipments during warranty and provide maintenance beyond warranty shall be given in the Technical Offer.
- 4.14 The supply of spare parts is to be guaranteed at least for a period of 5 years after the supply of the equipment. GTC Clause 14 for supply of spare parts shall apply in addition to this.
- 4.15 The price of imported stores/goods/equipments shall be quoted specifying:
 - (a) F.C.A. Prices in any foreign currency and/or Indian rupees equivalent and port of shipment.
 - (b) C.I.F. Prices in any foreign currency and/or Indian Rupees equivalent.
F.O.R destination - in Indian Rupees only.
The estimated cost of the freight and insurance should be specified separately and individually.
 - (c) Agency Commission payable to Indian agent, if any, included in the F.C.A. / C.I.F. price should be given separately & following details are to be submitted in commercial bid.

- C.1 Name of the Agent
- C.2 Agency agreement between the Seller and the Agent giving details of their contractual obligation.
- C.3 PAN No., Name & Address of Bankers in India and Abroad in respect of Indian Agent.
- C.4 The nature of services to be rendered by the Agent.
- C.5 Percentage (%) of Commission payable to the Agent.

- (d) The stores/goods/equipments are required to be installed at C-MET, Pune and subsequent Training to be provided to C-MET's employees shall be arranged by the Seller, free of cost, at the place of consignee.

5. PAYMENT TERMS FOR IMPORT ITEMS:

“100% Payment shall be made through Irrevocable Foreign Letter of Credit (F.L.C.) in favour of the Foreign Supplier through C-MET's banker.” The Foreign Letter of Credit will preferably be opened with validity of 90 days from the date of opening of extendable basis by mutual consent of both the parties.” However, F.L.C. Charges in India shall be borne by C-MET, Pune and abroad on sellers account at actual. In case of amendment of Foreign Letter of Credit if delay incurred from principalside/supplier, the F.L.C. charge has to be borne by the Principal Supplier.”

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

7. FORWARDING OF SHIPPING DOCUMENTS ETC. TO THE CONSIGNEE FOR CLAIMING THE PAYMENT:

- 7.1 Port of Delivery shall be intimated by the C-MET.
- 7.2 Advance shipment intimation shall be sent to C-MET, by the Tenderer, as required in the purchase order.
- 7.3 After completion of the shipping arrangements by the forwarding agent, he shall promptly provide the following documents to C-MET.
 - i) Clean on Board Airway Bill/ Bill of Landing.
 - ii) Original Invoice in Triplicate
 - iii) Packing List
 - iv) Certificate of Origin from Sellers Country.
 - v) Certificate of Quality and Year of Manufacturing from OEM.
 - vi) Dangerous Cargo Certificate, if any.
 - vii) Physio Sanitary /Fumigation Certificate, if any.
 - viii) Performance Warranty Certificate
 - ix) Evidence of dispatch (A copy of non-negotiable AWB copy)

8.INSPECTION AND WARRANTY:

- 8.1 The inspection of the consignment shall be carried out before taking over by C-MET.
- 8.2 In all cases, whether inspection is carried out by C-MET's Inspector or not, Manufacturer's Test Certificate shall invariably accompany the equipment.
- 8.3 Instruments / Equipments /Components and all the materials, supplied against the order must be provided with guaranty/warranty against manufacturing and functional defects as given below and the date of warranty / guarantee shall commence from the date of installation / commissioning.

| Item No. | Tender Reference No. | Name of the Equipment | Warranty Period |
|-----------------|-----------------------------|--|------------------------|
| 01 | PN/ADM/PUR/022/2021 | X-ray Photoelectron Spectroscopy (XPS) with Accessories (As per Specifications) | 1 Year |

9. Other Terms:

- 9.1 Agency Commission: Shall be payable to Indian Agent, after installation and testing of the equipment. The payment shall be made in Indian Rupees only.
- 9.2 Banking / F.L.C. Charges: In India on C-MET's account and abroad on Supplier's account, at actual on opening of F.L.C. All charges for amendment of F.L.C. after its opening shall be on Supplier's Account.
- 9.3 Freight, Clearing etc. : On C-MET's account, payable in Indian Rupees.
- 9.4 The supplier shall be responsible for obtaining permission for export from the govt. of the country of origin. All expenses in this regard will be borne by the supplier.

10. INTEGRITY PACT :

Signing of Integrity Pact by successful Vendor shall be submitted as per CVC guidelines, issued by Govt. of India. Ref. No. 007/VGL/033 dated 04.03.2017 vide Order No.41/12/07 dated 04.12.2007. Format for Declaration by the Bidder for Code of Integrity and Conflict of Interest is as per **Section- XI**

SECTION IV: GENERAL TERMS AND CONDITIONS (GTC)

SECTION IV: GENERAL TERMS AND CONDITIONS (GTC)

1. **Criteria for pre-qualification of Tender:-**

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

2. **Re-tendering:-**

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

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

3. **Exchange Rate Variation (ERV) Clause:-**

- i) The detailed time schedule for procurement of import material and their value at the Foreign Exchange Rates adopted for the contract is to be furnished by the bidder.
- ii) Exchange Variation Rates will be payable/refundable depending upon the movement of exchange rate with reference to exchange rate adopted for the valuation of the contract. For calculation of FE contract the State Bank of India selling rate of the FE element or the date of opening of the price bid.
- iii) The base date for ERV will be the date of opening of price bid and variation on the base date will be given up to the midpoint of manufacture unless the bidder indicates the time schedule within which material will be imported by the then (OEM). Based on the information given above, the cut off date within the delivery schedule for the imported material will be fixed for admissibility of ERV.
- iv) Exchange Rate Variation (ERV) will not be acceptable under following circumstances:-
 - a) Cases where delivery periods for imported content are subsequently to be re-fixed / extended except for reason solely attributed to the buyer (C-MET) or force majeure.
 - b) The cases where movement of exchange rate falls within the limit of +/- 2% of the reference exchange rate adopted for the valuation of the contract.
- v) The impact of notified Exchange Rate Variation (ERV) shall be computed on yearly basis & shall be paid/refunded before end of financial year.

4. **Performance Security Deposit:-**

4.1 The Performance Security Deposit as per **IBIB Clause 25.1**(Office Memorandum No. F. 9/4/2020-PPD dated 12.11.2020 issued by Govt. of India, Ministry of Finance, Department of Expenditure) shall be for entire period from acceptance of Contract to completion of warranty plus 60 days.

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

5. Country of Origin:-

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

6. Standards:-

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

7. Patent Rights:-

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

8. Tender Specifications:-

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

- 8.2 It should specifically be mentioned as to whether the price quoted includes all taxes / duties and levies where legally leviable and intended to be claimed should be distinctly shown separately in the Tender. Packing, Forwarding and Freight Charges, etc., if any, to be quoted separately.
- 8.3 The Tenderer should provide all the information asked for in the Form for details about the Tenderer.
- 8.4 The Tenderer has to state in detail the Electrical Power/UPS requirements, floor Space, head room, foundation needed and also to state whether Air-conditioned environment is needed to house the system and to run the tests, i.e., pre-installation facilities required for installation, may please be intimated in the Technical Bid.

9. Validity of Tender:-

The quotations should be valid, for a period of **240 days** from the last date of receipt of the Tender.

10. Inspections and Tests:-

- 10.1 C-MET or its representative shall have the right to inspect and/or to test the Goods and services to confirm their conformity to the Contract specifications at no extra cost to C-MET. C-MET shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.
- 10.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data shall be furnished to the inspectors at no charge to C-MET.
- 10.3 The inspected or tested Goods fail to conform to the specifications, C-MET may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to C-MET.
- 10.4 C-MET's right to inspect and test, where necessary, reject the Goods after their arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by C-MET or its representative prior to the Goods shipment.
- 10.5 **Nothing in GTC Clause 9 shall in any way absolve** the Supplier from any warranty or other obligations under this Contract.

11. Packing & Marking:-

- a) The seller should provide packing & preservation of the equipment under contract to ensure the safety against damage in the condition of land, sea & air transportation. The packing cases should be strong and should have provision of lifting by crane/forklift track. The tags with proper marking to be fastened to the special equipment.
- b) The packing of the equipment / store should be confirm to the requirement of the specifications and standards in force in the territory of seller's country.

- c) A labeling to be done in ENGLISH Language and to be pasted on the carton indicating below mentioned details of the item. The carton should then be packed in packing cases as required.
 - i) Part No.
 - ii) Nomenclature
 - iii) Purchase Order No. & Date
 - iv) Qty. Ordered.
- d) One copy of the packing list in English should be inserted in to the cargo package & full set of packing list to be placed in packing case.
- e) The package should be marked with indelible paint in English as follows:
 - i) Purchase Order No. & Date
 - ii) Consignee
 - iii) Port of Destination
 - iv) Ultimate Consignee
 - v) Package No.
 - vi) Gross Weight
 - vii) Net Weight
 - viii) Overall Dimension
- f) Warning inscriptions i.e. 'ToT', DO NOT TURNOVER, FRAGILE, CATEGORY OF CARGO etc.

12. Delivery:-

Foreign bidder's are required to quote on FCA / FOB basis only.

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

13. Insurance:-

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

14. Spare Parts:-

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

- 14.1 Such spare parts as C-MET may elect to Purchase from the Supplier, providing that this election shall not absolve the Supplier of any warranty obligations under the Contract.
- 14.2 In the event of termination of production of the spare parts:
 - i. Advance notification to C-MET of the pending, termination, in sufficient time to permit C-MET to procure needed requirements; and

- ii. Following such termination, furnishing at no cost to C-MET, the blueprints, drawings and specifications of the spare parts, if requested.

14.3 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares. Other spare parts and components shall be supplied as promptly as possible but in any case within one month of placement of order.

15. Warranty:-

- 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.
- 15.2 This warranty shall be as per mentioned in Technical Specification, 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.
- 15.3 C-MET shall promptly notify the Supplier in writing of any claims arising under this warranty
- 15.4 Upon receipt of such notice, the Supplier, with all reasonable speed, repair or replace the defective goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on C-MET for the replaced parts/goods thereafter.
- 15.5 If the Supplier, having been notified, fails to remedy the defect(s) within a reasonable period of one month, C-MET may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which C-MET may have against the Supplier under the Contract.
- 15.6 If the down time is more than eight hours, supplier shall provide temporary replacement of the defective component and remove the defect. If the downtime is more than seventy two hours then the warranty period will be extended by one month for entire contract.
- 15.7 The Bidder must indicate who will maintain equipment/instrument after warranty period (post warranty) by giving the name of Firm, address, contact person, phone no. and fax no. etc in the Technical Bid.
- 15.8 The Bidder has to quote rates for Annual Maintenance Contract (AMC) for additional 2 (two) years in the Commercial Bid.

16. Payment:-

- 16.1 The methods and conditions of payment to be made to the Supplier under this Contract shall be specified in the STC.

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

17. Prices:-

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

18. Advance payment:-

C-MET being an autonomous organization of Govt. of India, normally no advance payment shall be made OR Interest free mobilization advance payment of 90% of the contract value may be made (Preferably in not less than Two Installments against submission of Bank Guarantee, in favour of the Director, Centre for Materials for Electronics Technology, Pune, of 110% of advance payment (from First Class Bank of International Repute in case of Foreign Seller) by the private firm or against submission of Indemnity Bond by the Govt. Organization. In case of termination of the contact due to default of the seller, Interest Free Mobilization Advance would be deemed as interest bearing advance, compounded quarterly at the rate of 2% above London Interbank Offer Rate (LIBOR) rate for foreign seller. The rates are applicable on the date of receipt of advance will be considered for this purpose.

19. Penalty Clause:-1

Subject to **GTC Clause 21**, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, C-MET shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified in Clause-21 of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to maximum deduction of the percentage specified therein. Once the maximum is reached, C-MET may consider termination of the Contract pursuant to **IBIB Clause 25** resulting in forfeiture of the Performance Security Deposit.

20. Force Majeure:-

20.1 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.

20.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not

limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 20.3 If a Force Majeure situation arises, the Supplier shall promptly notify C-MET in writing of such conditions and the cause thereof within 10 days from their commencement. 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.
- 20.4 If there is impossibility of complete or partial performance of an obligation lasts for more than 6 (Six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior notice of 30 (Thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the Goods received.

21. Liquidated Damages:-

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

22. Applicable Law:-

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

23. Applicability to Other Terms and Conditions:-

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

24. Tenderer must ensure the following while submitting the Tender:-

- 24.1 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.”

- 24.2 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.
- 24.3 Discount offered should be mentioned clearly in the commercial bid only.
- 24.4 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.
- 24.5 It should be noted by the Tenderer 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.
- 24.6 The supplier on receipt of the Purchase order must acknowledge.
- 24.7 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.
- 24.8 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.

25. Installation:- Bidder shall be responsible for installation / demonstration wherever applicable and for after sales service during the warranty and thereafter.

- 25.1 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.
- 25.2 Pre installation information to be supplied 3 months before dispatch date.
- 25.3 Electrical power supply : -
220V, 50 Hz, 1 phase (or) 400 V , 50 Hz , 3 phase $\pm 10\%$

26.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.

- 27.** 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.

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

29.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.

30. **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.

31. **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.

32. **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

| Specifications for Procurement of X-ray Photoelectron Spectroscopy (XPS) with Accessories. | |
|---|--|
| 1. | <p>System</p> <p>Instrument should have the features to conduct XPS experiments including imaging, survey spectra, and narrow region spectra, depth profiling and angle-dependent studies.</p> <p>It should be able to perform analysis on samples of semiconductors, metals, alloys, ceramics, glasses, polymers/organic compounds, magnetic materials and insulators. It should have the ability to acquire images of the sample of interest with a 10 μm-spatial resolution. The UHV system must have a two-chamber configuration, consisting of an analysis chamber and sample introduction chamber.</p> |
| 2 | <p>Materials of Construction</p> <p>Analysis chamber should be made up of suitable materials as Mu metal alloy to obtain UHV and shield from magnetic fields.</p> |
| 3. | <p>X-ray source</p> <p>Standard monochromatic Al K-alpha X-ray source - with Rowland circle quartz crystal / A twin anode (Mg/Al K-alpha). UV discharge lamp (for UVPES analysis), in addition to monochromatic X-ray.</p> <p>a. Acceleration voltage - minimum 10 kV.</p> <p>b. Power of the X-ray beam should be tunable in the range upto 450 W.</p> <p>c. X-ray spot size from 10 μm to 300 μm or wider in the step size of 5 μm.</p> <p>d. Resolution from conducting samples should be < 0.50 eV (FWHM measured on Ag 3d_{5/2}) and on non-conducting samples \leq 0.85 eV (FWHM measured on O-C=O component on PET sample) or better. This performance should be guaranteed on a clean polyethylene terephthalate (PET) sample. Application literature should be shared.</p> |
| 4. | <p>Vacuum System</p> <p>Dedicated TMP's for both load lock and analysis chambers backed with rotary pump should be provided or Separate TMP mounted for analysis chamber.</p> <p>Titanium sublimation pump should be mounted in the analysis chamber to achieve base pressure of $\sim 9 \times 10^{-10}$ mbar (or better).</p> <p>All the pumps and valves must be controlled by system software.</p> <p>The analysis chamber base pressure after baking and cooling must be guaranteed for ultra-high vacuum (UHV) surface analysis.</p> |
| 5. | <p>Sensitivity</p> <p>The following XPS count rate and energy resolution as a function of analysis area should be demonstrated. The sensitivity should be calculated at resolution FWHM of Ag 3d_{5/2} peak and should be as follows:</p> |

| | |
|----|---|
| | <p>1. At least 70 Kcps at 10 µm spot size or better 2. At least 4.5 Mcps at 400 µm spot size or better</p> <p>Vendors should also mention their achievable sensitivity at less than 150 W power for comparison. All intensities refer to the maximum count rate in the Ag3d5/2 photoelectron peak of a cleaned silver sample excited by monochromated Al Kα radiation.</p> |
| 6. | <p>Introduction chamber</p> <p>a. Should be provided with a camera that gives a global view of sample holder. b. It should allow entry of samples into analysis chamber automatically without any manual insertion. c. It should have a turbo-molecular pump backed up by a rotary pump. d. A combination gauge should be supplied to measure the chamber pressure both in low and ultra-high vacuum range.</p> |
| 7. | <p>Analysis chamber</p> <p>a. The chamber must have a high-quality optical camera to view the analysis position in the sample for sample area illumination. b. The analysis chamber should have single piece precision-machined alloy to combine optimum magnetic field shielding with precision component alignment along with X-ray protection to facilitate low noise XPS. c. Sample insertion must be through an entrance or introduction chamber. It should allow automated rapid introduction of samples into the main analysis chamber with no manual intervention. d. The analysis chamber should have a titanium sublimation pump to achieve the required vacuum levels and this pump should be controlled by the data system. e. The analysis chamber base pressure after baking and cooling can achieve $\sim 9 \times 10^{-10}$ mbar or better for ultra-high vacuum (UHV) surface analysis. f. A set of safety and interlock features protecting the integrity of vacuum system, in-vacuum components and electronics must be provided.</p> |
| 8. | <p>Sample holder Stage manipulator</p> <p>a. Sample holder to place at least 20 samples at a time. b. Dedicated sample holders for powder, fibers and angle dependent studies should be provided. c. Should be fully automated and have at least 4 axes of movement, X, Y, Z and continuous azimuthal sample rotation. There should be the capability of angle dependent XPS (ADXPS) analysis using tilt module. d. All the axes must be motorized and must be controllable from the system software. e. Standard samples - Au, Ag, and Pd/Pt sample should be provided for calibration. f. Labelling of the samples for easy identification of the samples should be available g. Sample heating module with temperature upto 300°C</p> |

| | |
|-----|---|
| 9. | <p>Charge Neutralizer system</p> <ol style="list-style-type: none"> a. The instrument must be equipped with a robust charge neutralization system by using both low energy electrons and ions. b. Charge neutralization should also be possible during depth profiling analysis. c. The specified performance must be obtained from a fresh, clean specimen of polyethylene terephthalate (PET). The sensitivity is defined as the counts per second in the C-C component of the C 1s envelope and the energy resolution is defined as the full width at half maximum of the O-C=O component of the C 1s envelope. System performance will meet or exceed the following values: C 1s energy resolution (eV) < 0.82 Sensitivity (kcps) ≥ 15 |
| 10. | <p>Detector - Electron energy analyzer</p> <ol style="list-style-type: none"> a. The electron energy analyzer must comprise 180° hemispherical analyzer HAS- with a mean radius of greater than equal to 120 mm. b. The selectable analysis area of sample must be variable from 10 μm to 300 μm or wider analysis. c. The analyzer should be able to acquire XPS measurements in both the spectroscopy and mapping analysis modes with at least 128 channels. |
| 11. | <p>Mode of analysis</p> <ol style="list-style-type: none"> a. Should be able to analyze both thick as well as thin films. b. Spatial resolution - The system should be capable of quantitative chemical state XPS imaging/mapping with a resolution of at least 10 μm or better. c. Angle dependent tilt 0 to +/- 80° d. A simple click on any point on the image should move the sample stage to bring the selected point to the analysis ready position. |
| 12. | <p>Argon Ion Gun</p> <ol style="list-style-type: none"> a. The instrument must have the capability for effective depth profiling of samples using Ar⁺ ion sputter gun. b. The Ar⁺ ion gun should provide ions with variable energy at least between 200 eV to 5 keV (or more). |
| 13 | <p>Sample View High performance optical system for precise alignment of analysis position.</p> |
| 14. | <p>Automation The supplied system must include automated features for sample insertion, handling, vacuum control and data acquisition and must allow the spectrometer to be operated in a multi user level environment.</p> <p>To meet these requirements the spectrometer should include the following functions.</p> <ul style="list-style-type: none"> • Automated sample transfer. • Automated vacuum control and gas handling. • Automatic sample height adjustment. • Automatic data acquire for wide scan survey spectroscopy and high-resolution narrow scan data. • Automatic data - peak identification and quantification • Automatic data reporting |

| | |
|------------|---|
| | <ul style="list-style-type: none"> • Automatic calibration. • Auto filament conditioning routine with all the integrated safety interlock after the completion of bakeout. |
| 15. | <p>Calibration and alignment</p> <p>The instrument should offer auto calibration for the following functions:</p> <p>Energy scale linearity Transmission function Ion gun modes tuning and alignment Electron lens optimization Detector optimization</p> |
| 16. | <p>System software-</p> <ol style="list-style-type: none"> a. Professional data analysis software for data processing and evaluation together with reference database must be specified and demonstrated. b. Software must offer full control of the operation including X-ray source, vacuum management, charge neutralizer, sample stage, automatic sample height alignment, automatic depth profiling and sequential angle dependent XPS capable of multi task analysis. c. All parameters and the sequence of tasks must be possible to be pre-defined by the user. d. Software should include extensive spectral databases and spectral searching capability for element identification. e. Easy to use software packages must be provided for instrument operation, data reduction and analysis. f. Data processing should be done on the computer connected to the equipment along with licenses of the analysis software. g. Complete data acquisition and analysis including identification, peak fitting and library should be possible. 5 user licenses at a time. |
| 17. | <p>Computer Hardware</p> <ol style="list-style-type: none"> a. Desktop computer system with latest specification should be provided. b. Operating System should be latest window-based system with 23" LCD screen c. Data processing should be done on the computer connected to the equipment. d. Complete data acquisition and analysis including identification, peak fitting and library should be possible. e. Network Ability The instrument must allow easy network and exporting of data, images, etc. in standard formats and have comprehensive remote diagnostics built into the hardware and software. f. The system must have an ability to be controlled remotely with an internal network or via the internet. |
| 18. | <p>Accessories</p> <ol style="list-style-type: none"> a. The instruments should be delivered with all accessories and spares necessary to make it fully operating. b. The bake-out shielding should be integrated into the system housing without the need for additional baking tents or panels. All cables connected to the main body of the system should be designed to withstand the bake out temperatures (>120°C) allowing them to remain in place during the system bake out. Bakeout should be hassle free, the system should be baked even with remote access on the data system. |

| | |
|-----|---|
| | <p>c. The heating filaments/units while baking should not require any human interference.</p> |
| 19. | <p>Protection</p> <ul style="list-style-type: none"> a. A set of safety/interlock features like high voltage, coolant, vacuum, and mechanical interlocks must be equipped. b. Necessary gauges, interlocks, gate valves which are electro-pneumatic type should be provided for protecting the integrity of vacuum system and critical components. |
| 20. | <p>Manual</p> <ul style="list-style-type: none"> a. A complete instruction manual in English in electronic version must accompany the equipment. b. Description of all the main functions and operations of that equipment must be included in the manual. |
| 21. | <p>Future Upgrade Possibilities</p> <ul style="list-style-type: none"> a. Reflection Electron Energy Loss Spectroscopy or equivalent b. Ion Scattering Spectroscopy technique or LEIS c. UV Photoelectron Spectroscopy d. Argon cluster ions source e. Vacuum suit-case |
| 22 | <p>Training Training should be provided at free of cost at site of installation.</p> |
| 23 | <p>General</p> <ul style="list-style-type: none"> a. Pre-installation requirement- Complete technical details of pre-installation requirements should be furnished along with the technical bid. b. Installation and commissioning- Installation, complete interfacing of the system with its subsystems, and commissioning is to be carried out by the vendor's factory-trained engineers, followed by a demonstration of the systems performance. c. Chiller - Original Equipment Manufacturer Chiller should be provided along with the main system. d. Warranty- Instrument should be quoted with 1 year standard warranty with extended comprehensive warranty for 2 years. |

* * * * *

SECTION VI- BID FROM AND PRICE SCHEDULE

(In the company letter head)

FOR INDIGENOUS ITEMS

BID FORM AND PRICE SCHEDULE

Tender Reference No:

Enq. No.:

Name of the Stores/Goods :
/Equipment

| Sl. No. | Description of the Item | Qty. | Unit Price (Rs.) | Amount (Rs.) |
|---------|--|------|-------------------|---------------|
| | Total Rs. | | | |
| | G.S.T./I.G.S.T. (%) | | | |
| | Packing & Forwarding Charges, if any | | | |
| | Freight Charges, if any | | | |
| | Transport Charges, if any | | | |
| | Insurance | | | |
| | Installation & Commissioning Charges, if any | | | |
| | GRAND TOTAL | | | |

FOR IMPORT ONLY

(In the Company Letter Head)

BID FORM AND PRICES SCHEDULE

Tender Reference No:

Name of the Stores/ Goods/ Equipment:

| SI No. | Description of Items | Part No. If any | Qty. | Unit Price () | Total Price () |
|--------|--|--------------------|------|----------------|-----------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | Total Ex-Works | | | | |
| | Add: Packing & Forwarding Charges on FCA Basis | | | | |
| | Net Total F.C.A. | | | | |

1. Payment Terms:
2. Bid Validity:
3. Delivery Schedule:
4. Transit Insurance: Shall be arranged by C-MET for **IMPORT** on FCA Basis.
5. Warranty Period :
6. Any other relevant information:

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 Manufacturer OR : _____
Indian Agent of Foreign Equipment
Manufacturer
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 Manufacturer OR Foreign
Equipment Manufacturer, please attach copies of
agency agreement and GeM Registration)
8. Total value of Annual Turn-Over/ Sales for the last 3 Years : _____
9. G.S.T No. and validity up to : _____
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 | | Name /Designation and |
| Date | Office Seal/Stamp | Signature of the Authorized Signatory |

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

GUARANTEE BOND FOR PERFORMANCE SECURITY DEPOSIT

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

Date :

Tender Reference No.:

Item No.:

Name of Stores/Goods/Equipment:

To,
Administrative Officer
C-MET,
Panchawati, Off. Dr. Homi Bhabha Road, Pashan, Pune- 411 008 INDIA

Gentlemen:

Having examined the Bidding Documents including Addenda Nos. _____ (*insert numbers, if any*), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply _____ and _____ deliver _____

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

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

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

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

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us. Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Amount : _____ Rupees: _____

Name : _____

Address : _____

Purpose of Commission or gratuity :

(if none, state "none")

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

Dated this _____ day of _____ 20

Signature

(in the capacity of)

Duly authorized to sign Bid for and on behalf of _____

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

SECTION IX: MANUFACTURERS' AUTHORIZATION FORM

MANUFACTURERS' AUTHORIZATION FORM

No. _____ dated _____

To :

Administrative Officer,
C-MET,
Panchawati, Dr. Homi Bhabha Road,
Pashan,
PUNE- 411 008

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: FORMAT FOR BID SECURITY DECLARATION TO BE GIVEN BY
THE SUPPLIER/ VENDOR**

BID SECURITY FORM

Whereas _____ (hereinafter called the tenderer) has submitted their offer dated _____ for the supply of _____ (hereinafter called the tender)

Against the Purchaser's Tender No. _____ KNOW ALL MEN by these presents that WE _____ (Bank Name) of _____

_____ having our registered office at _____ are bound unto _____ (hereinafter called the "Purchaser") In the sum of _____ For which payment well 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 or modifies or impairs or derogates from the Tender in any respect within the period of validity of this tender. |
| (2) | If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity |
| (a) | 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 the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorized officer of the Bank)

Name and designation of the officer
Seal, name & address of the Bank and address of the Branch

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.

**SECTION XI : INTEGRITY PACT. FORMAT FOR DECLARATION BY THE
BIDDER FOR CODE OF INTEGRITY AND CONFLICT OF INTEREST**

Format for declaration by the Bidder for Code of Integrity & conflict of interest

(On the Letter Head of the Bidder)

No: _____

Date _____

To,

(Name & address of the Purchaser)

Sir,

With reference to your Tender No. _____ dated _____ I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned under Para 1.3.0 of ITB of your Tender document and have no conflict of interest.

It is certified that we are not 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 / Tender.

The details of any previous transgressions of the code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity are as under:

- a
- b
- c

We undertake that we shall be liable for any punitive action in case of transgression/ contravention of this code.

Thanking you,
Yours sincerely,

(Name of the Authorized Signatory)

Signature

Company Seal

FORMAT FOR CHECKLIST FOR COMMERCIAL TERMS

Form for Checklist to be filled by Supplier / Vendor
Supplier / Vendor to respond to all queries and strike out which is not applicable

| Sr. No | Terms and conditions | C-MET, Pune | Vendor to Specify |
|--------|---|---|-------------------|
| 1 | Delivery terms | Free of Cost at C-MET, Pune | |
| 2 | Packing Charges & Forwarding Charges | Charges to be mentioned separately | |
| 3 | Freight Charges | Charges to be mentioned separately | |
| 4 | Transportation Charges | Charges to be mentioned separately | |
| 5 | Transit Insurance, if applicable | Charges to be mentioned separately | |
| 6 | GST / IGST % | C-MET is registered under Department of Scientific and Industrial Research (DSIR) and eligible for concessional GST at the rate of 5% (CGST @ 2.5% and SGST @ 2.5%) and IGST at the rate of 5% for Research Institutions as per Notification No. 45/2017-Central Tax (Rate) dated 14.11.2018 and Amendment Notification No. 9/2018 - Central Tax (Rate) dated 25.01.2018 & Notification No. 47/2017- Integrated Tax (Rate) dated 14.11.2017 and Amendment Notification No. 10/2018-Integrated Tax (Rate) dated 25.01.2018. The requisite certificate for availing concessional GST / IGST Rate along with documents will be provided. | |
| 7 | Customs Duty, If applicable | Centre for Materials for Electronics Technology (C-MET) has been granted the benefit of exemption from the payment of the Customs Duty by the Department of Scientific and Industrial Research (DSIR), Govt. of India, vide their Notifications No.51/96- Customs dated 23.07.1996, No. 24/2007- Customs dated 01.03.2007, No. 43/2017 – customs dated 30.06.17, No. 45/2017 Central Tax (Rate) & 47/2017 - Integrated Tax (Rate) dated 14.11.2017, No. 9/2018 – Central Tax (Rate) No. 09/2018 – Union Territory Tax (Rate) & No. 10/2018-Integrated Tax (Rate) dated 25.01.2018; and State Tax (Rate) as applicable and all notification, as amended from time to time. | |
| 8 | Erection, Installation & Commission, If Applicable | Charges if any to be Specify & not a inclusive | |
| 9 | Delivery Schedule | Required within 3 months from the date of supply | |
| 10 | Training , if applicable | Charges if any to be Specify | |
| 11 | Guarantee / Warranty | One year from date of installation & commissioning and acceptance of the material | |
| 12 | AMC of Warranty Period (Comprehensive /Non -Comprehensive) | Provided / not provided if yes, provide AMC cost in % of basic cost | |

| | | | |
|----|--|--|---|
| 13 | Bid Security/ EMD | Bid Security /Earnest Money Deposit -Declaration to be given by supplier / vendor as per Office Memorandum issued by GOI, Ministry of Finance, Department of Expenditure, Letter No : 9/4/2020 PPD dated - 12/11/2020. The same has been extended up to 31.03.2023 vide Office Memorandum No. 9/4/2020-PPD dated 30.12.2021. Specific format as per Section - X | |
| 14 | Payment terms | A) Indigenous | 100 % payment within 30 days after satisfactory installation and commissioning and acceptance of material and submission of 3 % Performance Security Deposit in r/o Indigenous item. |
| | | B) Import | 100% Payment shall be made through Irrevocable Foreign Letter of Credit (F.L.C.) in favour of the Foreign Supplier through C-MET's banker. |
| 15 | Performance Security | | 3 % of the value of the contract in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Bank Guarantee from a Nationalized / Commercial Bank or Online Payment in an acceptable form safeguarding the purchaser's interest in all respects. (As per Office Memorandum No. F./1/2022-PPD dated 02.02.2022 issued by Govt. of India, Ministry of Finance, Department of Expenditure, Procurement Policy Division, New Delhi)Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations. |
| 16 | GST registration No. | | To be Specify , if any |
| 17 | Income Tax, Pan No. | | Please indicate |
| 18 | Bifurcation of Imported & Indigenous item / component in terms of % of total price | | Please specify - Imported - _____% , indigenous - _____% |
| 19 | Name of the Original Equipment manufacturer (OEM) | | Please specify |
| 20 | Name of the Company if Indian Agent / Representative | | Please specify |
| 21 | Authorization Letter / Agency | | Photo copy to be provided |
| 22 | Nature of services to be provided by Indian agent / Representative | | Please specify sales, after sales services etc. |
| 23 | (%) of commission payable to the Indian agent / Representative by the OEM | | Please specify |
| 24 | Name & Address of the firm for placement of Order CDEC / EDEC if applicable will be issued on the same address | | Please specify |
| 25 | Currency for Payment | | Please specify |
| 26 | Validity of Tender | | The tender should be valid for a period of 240 days from the last date of receipt of the Tender |

| | | | |
|----|--|---|--|
| 27 | Samples in case of expendable item / consumable item | Free of cost | |
| 28 | Name & address of the company where same type of material / equipment supplied | List to be provided | |
| 29 | Profit and loss A/c statement | To be submitted for last 3 years | |
| 30 | Signing of Integrity pact by successful vendor as per CVC Ref. No - 007/ VGL/033 dated - 04/03/2007 vide order No. - 41/12/07 dated - 04/12/2007 | Integrity pact to be signed by the vendor as per format Section - XI | |
| 31 | Signature & Name of the Authorized Signatory with stamp of vendor | To be obtained | |