

Tender Document

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

Item No.	Tender Reference No	Brief Description of Stores/Goods/Equipment
01	TR/PUR/SP/071/2018	Slot-die Roll-to-roll electrode coating machine and accessories
02	TR/PUR/SP/072/2018	Pressure controlled electric rolling machine and accessories



Centre for Materials for Electronics Technology (C-MET)
(A Scientific Society under Ministry of Electronics and Information Technology,
Govt. of India)

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TENDER DOCUMENT

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SECTION-I: DEFINITIONS

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

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

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

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

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

(OR)

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

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

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

Envelope No. 1: Called "Pre-Qualification Bid " shall contain :

- a. Earnest Money Deposit (EMD) as given in IBIB Clause 12 or necessary exemption certificate or proof of exemption if bidder is exempted from EMD.
- b. Tender Fee : Nil-
- c. Form of Details about Tenderer (Sec VII) along with the following documents.
 - i. A certified Xerox copy of Partnership deed / memorandum of articles and associations.
 - ii. Power of attorney, if required
 - iii. Certified copy of valid latest Income Tax clearance certificate
 - iv. Details of service centers, international offices, point of presence, including registration details, if any.

- v. List of service stations / Customer support stations in India, with detailed address and phone numbers and contact person through whom services will be provided (if required)
- vi. Documents of previous Experience of Bidder's Eligibility, Purchase order & Completion certificate of end users.
- vii. Detailed information regarding previous experience of supply and installation of the similar equipment/systems to any Government Organization and list of the clients
- viii. A copy of the Agency agreement of Indian agent with the Foreign Supplier, if applicable.
- ix. A copy of registration with Central Ministries or Departments by Indian agent of Foreign Supplier, if applicable.
- x. Any other related documents in support of qualification criteria.

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

- a. Detailed Technical features of the equipment/Item quoted
- b. Technical Quality and Performance of the Item quoted
- c. Technical Compliance Report for all Clauses in Technical Specifications as given in Section V.
- d. Confirmation letter that the financial bid covers all the items of the tender document.
- e. Guarantee Bond for Performance Security Deposit as given in Section VIII.
- f. Manufacturer's Authorization Form as given in Section IX.
- g. Commercial Terms and Conditions documents sought in the Tender except Price and related financial details.

Envelope No. 3 : 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 Pre-Qualification Bid, Techno-commercial Bid and Financial Bid should be sealed separately and clearly indicate “**Envelope No. 1 – Pre-Qualification Bid**”, “**Envelope No. 2 – Techno-Commercial Bid**” and “**Envelope No. 3 – Financial Bid**”. All three sealed envelopes should be kept in a third larger envelope and addressed to the

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

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

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

IMPORTANT DATES FOR SUBMISSION OF TENDER

Item no.	Tender Reference No	Brief Description of Stores/Goods/ Equipment	EMD (in Rupees)	Place of Delivery
01	TR/PUR/SP/071/2018	Slot-die Roll-to-roll electrode coating machine and accessories	Rs.3,10,000/-	C-MET, Thrissur
02	TR/PUR/SP/072/2018	Pressure controlled electric rolling machine and accessories	Rs. 84,000/-	C-MET, Thrissur

Date of Pre-bid Conference : 16th May 2019, at 11.00 a.m.
Last Date for Receipt of Tender : 28th May, 2019 (upto 15.00 hrs)
Date of Opening of Technical Bids of Tender : 28th May, 2019 (at 15.30 hrs)

The envelopes containing Pre-qualification bid and Techno-Commercial Bid will be opened at 11.00 a.m. on 16th May 2019, at **C-MET, Thrissur**, in the presence of the nominated committee of C-MET, Thrissur and in the presence of the participant bidders or their authorized representatives. Any change in this will be duly communicated to the bidders.

5.1 Pre-Qualification Criteria:

Criteria 1- Bidder shall be Indian/Foreign Original Equipment Manufacturing companies or their authorized distributors/dealers or Indian Agents who are to supply the equipment and provide warranty on behalf of respective original equipment manufacturers and who have their sales and support office(s) in India.

Criteria 2 - Experience and Past Performance:

a) The bidder (*manufacturer or principal of authorised representative – hereinafter referred simply as ‘The Bidder’*) should have regularly

supplying the items of same/similar nature for at least the last three years, ending 31st March 2019 (or any other year ending followed in relevant country) of the previous financial year (*hereinafter called 'The relevant Date'*), manufactured and supplied (*/erected/commissioned*) [*Name of Requirement*], with the same or higher specifications [*having/with – parameters*] (*hereinafter called 'The Product'*), and

b) 'The bidder' should have manufactured and supplied (*/erected/commissioned*) at least three numbers (*herein after referred as 'The Qualifying Quantity'*) of 'The Product' in at least one of the last five-years ending on 'The relevant Date', and out of which at least two numbers of offered version/model of 'The product' should be in successful operation for at least three years on the date of bid opening.

Criteria 3 - Capability- Equipment & manufacturing Facilities:

'The bidder' must have an annual capacity to manufacture and supply (*erected/commissioned*) the product(s) at least 'The Qualifying Quantity'.

Criteria 4 - Financial Standing – under all conditions

(a) In the case of item at Sl.No.1 (TR/PUR/SP/071/2018 : Slot-die Roll-to-roll Electrode Coating Machine and accessories) the average annual financial turnover of 'The bidder' (manufacturer or authorized Indian agent/supplier)' during the last three-years, ending on 'The relevant Date', should be at Rs. 200,00,000/- (or equivalent in convertible foreign currency at exchange rate prevalent on 'The Relevant Date') as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/ Cost Accountant in India or equivalent in relevant countries.

(b) Bidder Firm (manufacturer or principal of authorised representative) should not have suffered any financial loss for more than one year during the last three years, ending on 'The Relevant Date'.

(c) The net worth of the Bidder firm (manufacturer or principal of authorised representative) should not be negative on 'The Relevant Date' and also ii) should have not eroded by more than 30% (thirty percent) in the last three years, ending on 'The Relevant Date'.

Note: In case of Indian Bidders/companies (manufacturer or principal of authorized representative) who have been restructured by Banks in India, under the statutory guidelines, they would be deemed to have qualified the Financial standing criteria considering the institutional financial backing available to them.

Applicability in Special Cases:

a) Applicability to 'Make in India': Bidders (manufacturer or principal of authorized representative) who have a valid/approved ongoing 'Make in India' agreement/program and who while meeting all other criteria above, except for any or more of sub-criteria in Experience and Past Performance above, would also be considered to be qualified provided:

i) their foreign 'Make-in-India' associates meets all the criteria above without exemption, and

ii) the Bidder submits appropriate documentary proof for a valid/approved ongoing 'Make in India' agreement/program.

- iii) the bidder (manufacturer or principal of authorised representative) furnishes along with the bid a legally enforceable undertaking jointly executed by himself and such foreign Manufacturer for satisfactory manufacture, Supply (and erection, commissioning if applicable) and performance of ‘The Product’ offered including all warranty obligations as per the general and special conditions of contract.
- b) Authorized Representatives: Bids of bidders quoting as authorised representative of a principal manufacturer would also be considered to be qualified, provided:
- i) their principal manufacturer meets all the criteria above without exemption, and
 - ii) the principal manufacturer furnishes a legally enforceable tender-specific authorisation in the prescribed form assuring full guarantee and warranty obligations as per the general and special conditions of contract; and
 - iii) the bidder himself should have been associated, as authorised representative of the same or other Principal Manufacturer for same set of services as in present bid (supply, installation, satisfactorily commissioning, after sales service as the case may be) for same or similar ‘Product’ for past three years ending on ‘The Relevant Date’.
- c) For Existing successful Past Suppliers: In case the bidder (manufacturer or principal of authorised representative) who is a successful past supplier of ‘The Product’ in at least one of the recent past *three* procurements, who do not meet any or more of requirements above, would also be considered to be qualified in view of their proven credentials, for the maximum quantity supplied by him in such recent past.
- d) Joint Ventures and Holding Companies: Credentials of the partners of Joint ventures cannot (repeat cannot) be clubbed for the purpose of compliance of PQC in supply of Goods/Equipment, and each partner must comply with all the PQC criteria independently.

However for the purpose of qualifying the Financial Standing Criteria, the Financial Standing credentials of a Holding Company can be clubbed with only one of the fully owned subsidiary bidding company, with appropriate legal documents proving such ownership.

Note for Bidders:

- a) ‘Doctrine of Substantial Compliance’: The Pre-Qualification Bidding (PQB) and Pre-Qualification Criteria (PQC) are for short listing of sources who are competent to perform this contract to ensure best value for money from expenditure of Public Money. This process is neither intended to bestow any entitlement upon nor to create any rights or privileges for the Bidders, by way of overly hair-splitting or viciously legalistic interpretations of these criteria, disregarding the very rationale of the PQB and PQC. Keeping this caveat in view, interpretation by Procuring Entity would be based on common usage of terminologies and phrases in public procurement in accordance with the ‘Doctrine of Substantial Compliance’ and would be final.
- b) Along with all the necessary documents/certificates required as per the tender conditions, the bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity (both technical and financial), for manufacture and

supply of the required goods/equipment, within the specified time of completion, after meeting all their current commitments.

c) Supporting documents submitted by the bidder must be certified as follows:

i) *All copy of supply/work order; respective completion certificate and contact details of clients; documents issued by the relevant Industries Department/ National Small Industries Corporation (NSIC)/manufacturing license; annual report, etc., in support of experience, past performance and capacity/capability should be authenticated by the by the person authorised to sign the tender on behalf of the bidder. Original Documents must be submitted for inspection, if so demanded.*

ii) *All financial standing data should be certified by certified accountants, for example, Chartered Accountants/Cost Accountants or equivalent in relevant countries; and Indian bidder or Indian counterparts of foreign bidders should furnish their Permanent Account Number*

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.

5. 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.

6. Clarification of Bidding Documents

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

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

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

7. 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.

8. 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.

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

- 11.1 The Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services, which the Bidder proposes to supply under the contract.
- 11.2 The documentary evidence of the goods and services eligibility shall consist of a statement in the price schedule on the country of origin of goods and services offered with a certificate of origin shall confirm at the time of shipment.
- 11.3 The documentary evidence of conformity of goods and services to the bidding documents may be in the form of literature, drawing and data, and shall consist of:
 - a) A detailed description of the essential technical and performance characteristics of the goods;
 - b) A list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for the period for the three years following the commencement of the use of the goods by C-MET, and
 - c) An item-by-item commentary on C-MET's Technical Specification demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

- d) Bidder should give details of the complete details of all the configurations of the equipment offered along with Model and Modules of the product offered.
- e) Bidder should give Bill of material in technical bid without commercial details.

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

12. Earnest Money Deposit (EMD)

12.1 E.M.D or Bid Security for each item in Indian Rupees as per the Table under clause: 12.1.4 should be deposited by the Tenderer, in any one of the following forms, along with the Pre-Qualification bid:-

- 12.1.1 Call Deposit Receipt duly endorsed in favour of C-MET or Pay Order or Demand Draft in favour of C-MET
- 12.1.2 Bank Guarantee from a Nationalised Bank in favour of C-MET - irrevocable and operative till the expiry of sixty days after the validity of offer.
- 12.1.3 Fixed Deposit Receipt issued by Nationalised banks endorsed in favour of C-MET, Thrissur.
- 12.1.4 EMD in case of a Foreign Supplier should be furnished by its Indian agent in any of the forms of IBIB Clauses 12.1.1 to 12.1.3. In case the Foreign Supplier does not have an Indian agent, EMD may be paid either through Bank Guarantee issued by the foreign branches of Indian nationalized bank or Bank Draft in US\$ for equivalent amount in favour of C-MET payable at Thrissur as the case may be.

Item no.	Tender Reference No	Brief Description of Stores/Goods/ Equipment	EMD (in Rupees)
01	TR/PUR/SP/071/2018	Slot-die Roll-to-roll electrode coating machine and accessories	Rs.3,10,000/-
01	TR/PUR/SP/072/2018	Pressure controlled electric rolling machine and accessories	Rs. 84,000/-

12.2 The EMD shall be put in a separate envelope superscribing tender reference no. as such on it and put in the envelope containing Pre-Qualification bid as described in IBIB Clause 4. In the absence of EMD the Bid will not be accepted.

12.3 The Earnest Money Deposit will be returned along with necessary endorsement for payment to the bidder (without interest) whose offers are not acceptable to C-MET after placing the final order.

12.4 The EMD shall also be forfeited:

12.4.1 if a Bidder withdraws its bid or increases rates during the period of Bid validity specified by the Bidder on the Bid Form ;

12.4.2 or in case of a successful Bidder, if the Bidder fails:

a) to accept the Purchase Order as per IBIB Clause 25 or refusal to execute the tender after it has been awarded or obligations under the same are not fulfilled; or

b) to furnish the performance security deposit in accordance with IBIB Clause 26.

13. Period of Validity Bids

13.1 Bids shall be valid for 90 days after the date of bid opening prescribed by C-MET. A Bid valid for a shorter period shall be rejected by C-MET as non-responsive.

13.2 In exceptional circumstances, C-MET may solicit the Bidder's consent to extend the period of validity of the Bid. The request and the responses thereto shall be made in writing. The Bid Security period, shall also be suitably extended. A Bidder may refuse the request by forfeiting its EMD. A Bidder granting the request will not be permitted to modify its bid.

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

14. Format and Signing of Bid

14.1 Both the Bids envelopes and their contents shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. Written power-of-attorney accompanying the Bid shall support the latter authorization.

The person or persons signing the Bid shall initial all pages of the Bid, except for un-amended printed literature.

- 14.2 Any interlineations, corrections, erasures or overwriting shall be valid only if the person or persons signing the Bid sign them.

C. SUBMISSION OF BIDS

15. Sealing and Marking of Bids

- 15.1 The Bidders shall seal the three envelopes in separate inner envelopes, duly marking the envelopes as Pre-Qualification, 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 three envelopes should be placed inside an outer envelope. The outer envelope shall be sealed and indicate Tender Reference No. and name and the name and address of the bidder.

- 15.2 The inner and outer envelopes shall be addressed to the

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

- 15.3 The inner envelopes shall also indicate the name and address of the Bidder to be returned unopened in case it is declared “late”.
- 15.4 If the outer envelope is not sealed and marked as specified, C-MET will assume no responsibility for the Bid’s misplacement or premature opening.
- 15.5 Telex, cable, e-mail or facsimile bids will be rejected.

16. Deadline for Submission of Bids

- 16.1 **Bids must be received by C-MET at its address mentioned above not later than 28th May, 2019 at 15.00 hrs at C-MET, Thrissur.** Bids may be sent through courier/speed post or dropped in the Tender Box available at C-MET, Thrissur. In the event of the specified date for the submission of Bids being declared as a holiday for C-MET, the bids will be received upto the appointed time on the next working day.
- 16.2 C-MET may, at its discretion, extend this deadline for submission of bids by amending the tender document, in which case all rights and obligations C-MET and Bidders will thereafter be subject to the deadline as extended.

17. Late Bids

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

D. BID OPENING AND EVALUATION OF BIDS

18. Opening of Bids by C-MET

- 18.1 **A nominated Committee of C-MET will open all Pre-Qualification Bid along with Techno-Commercial Bids, in the presence of Bidder or his representative, who choose to attend, at 15.30 hrs on 28th May, 2019 at C-MET, Thrissur.**
- 18.2 The Bidder's representative who is present shall sign an attendance register evidencing their attendance. In the event of the specified date of Bid opening being declared holiday for C-MET, the Bid shall be opened at the appointed time and location on the next working day.
- 18.3 The Bidder's names, the presence or the absence of requisite EMD and such other details as C-MET, at its discretion, may consider appropriate, will be announced at the time of opening. No Bid shall be rejected at the opening, except for late bids, which shall be returned unopened to the bidders.
- 18.4 The Pre-qualification bids will be evaluated first. The Techno-Commercial bids of only those bidders who satisfies the pre-qualification criteria will be further evaluated.
- 18.5 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.
- 18.6 No clarification at the initiative of the bidder, after the technical bids are opened shall be entertained.
- 18.7 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.

19. Clarification of Bids

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

20. Preliminary Examination

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

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

21. Evaluation and comparison of Bids

- 21.1 C-MET will evaluate and compare the bids, which have been determined to be substantially responsive.
- 21.2 In C-MET's evaluation of a bid price, such price evaluation shall include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and excise duty on the finished goods, (if Payable) and price of incidental services, the following factors, in the manner and to the extent indicated in the Technical Specifications:
- 21.2.1 Cost of inland transportation, freight, transit insurance, and other costs within India incidental to the delivery of the goods to their final destination;
- 21.2.2 Delivery schedule offered in the bid;
- 21.2.3 Deviations in payment schedule from that specified in the General Terms and Conditions of Contract;
- 21.2.4 The availability in India of spare parts and after-sales services for the equipment offered in the bid;
- 21.2.5 While evaluating the tender C-MET, has the exclusive right to include or exclude any or all the spare parts or accessories mentioned in the tender for which the tenderer is required to quote separately
- 21.3 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.

21.4 Deviation in Payment Schedule.

The Special Terms and Conditions of Contract stipulates the payment schedule offered by C-MET. **(Clause 1.6 and clause 2.18)**

21.5 Spare parts and after sales services facilities in India

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

22 Contacting C-MET

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

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

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

C-MET 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.

24 Notification of Awards

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

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

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

25 Signing of Contract

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

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

26 Performance Security Deposit

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

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

26.1.3 Bank Guarantee from a Nationalized Bank in favour of C-MET - irrevocable and operative for the entire period starting from acceptance of the contract ending 60 days beyond the date of completion of all contractual obligations of supplier, including warranty obligation.

26.1.4 Fixed Deposit Receipt issued by Nationalized banks endorsed in favour of C-MET, Thrissur.

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

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

27 Corrupt or Fraudulent Practices.

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

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

a) “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of the public official in the procurement process or in contract execution; and

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

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

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

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

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

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

SECTION III: SPECIAL TERMS AND CONDITIONS (STC)

1. FOR INDIAN SUPPLIERS:

1.1 In case of partnership firm or Joint Hindu concern, the names and full particulars of the partners or the members if the Joint Hindu family owning the concern, the information will have to be submitted on separate sheet along with the Tender. The Tender must be signed:-

- (i) In the event of being a sole proprietary concern by the sole proprietor or by a constituted attorney duly authorized to enter into and sign agreements on his behalf including agreement to refute disputes arising under or relating to such agreement to arbitration by a power of attorney signed by the proprietor and authenticated by a Notary Public or Magistrate.
- (ii) In the event of being a partnership firm, by all partners or by a constituted attorney duly authorized to enter into and sign on behalf of the partnership firm including agreements, to refute disputes arising under or relating to such agreements or arbitration by a power of attorney executed under the firm's common seal and authenticated by a Notary Public or a Magistrate.
- (iii) In the event of being a Hindu Joint Family concern, by the Kartas of the Joint family

2. CUSTOMS DUTY & GST EXEMPTION

2.1. **CUSTOMS DUTY:** Centre for Materials for Electronics Technology (C-MET) has been granted the benefit of exemption from the payment of the Central Excise Duty and Customs Duty by the Department of Scientific and Industrial Research (DSIR), Govt. of India, vide their Notification No.10/97 - Central Excise Dated 1st March, 1997 & No. 16/2007- central Excise dated 1st March, 2007 and 51/96 –Customs dt. 23rd July 1996 & No. 24/2007 – Customs dt. 1st March 2007 respectively, 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.

- 2.2 **GST:** C-MET is eligible for concessional GST rates @ 5% for Research Institutions as per Notification No. 45/2017- Central Tax (Rate) dated 14.11.2017.

3. **PAYMENT TERMS**

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

4. **FOR FOREIGN SUPPLIERS**

- 5.2 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.
- 5.3 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.
- 5.4 The Principal Supplier should clearly indicate the address of its Indian Agent, if any, and percentage (%) of Agency Commission payable, if any.
- 5.5 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.
- 5.6 In case of tender submitted by an Indian agent, a copy of their registration certificate with DGS&D, New Delhi under the compulsory Scheme of Ministry of Finance regarding the registration of Indian Agent of foreign supplier has to be enclosed.
- 5.7 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.
- 5.8 Details of services rendered by the Bidder as well as after-sales services offered by him should be made clear in the Bid.
- 5.9 The Tenderer's conditions printed on the tender or otherwise sent along with the tender shall not be binding on C-MET.
- 5.10 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.

- 5.11 The address of Principal's/Manufacturer's and their Banker's details should be furnished.
- 5.12 C-MET'S import license is covered under EXIM policy of 2002 - 2007.
- 5.13 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.
- 5.14 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.
- 5.15 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.
- 5.16 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.
- 5.17 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.
- 5.18 The price of imported stores/goods/equipments shall be quoted specifying:
 - (a) F.O.B. Prices in any foreign currency and/or Indian rupees equivalent and port of shipment.
 - (b) C.I.F. Prices in any foreign currency and/or Indian Rupees equivalent.
F.O.R destination - in Indian Rupees only.
The estimated cost of the freight and insurance should be specified separately and individually.
 - (c) Agency Commission payable to Indian agent, if any, included in the F.O.B. / C.I.F. price should be given separately.
 - (d) The stores/goods/equipments are required to be installed at C-MET, Thrissur and subsequent Training to be provided to C-MET's employees shall be arranged by the Seller, free of cost, at the place of consignee.

5 PAYMENT TERMS

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

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

7 FORWARDING OF SHIPPING DOCUMENTS ETC. TO THE CONSIGNEE

- 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 C-MET with the original Airway bill and copies of Airway bill showing air freight charges, freight sheets, invoices, and packing slips to enable C-MET to arrange for the clearance of goods from the Indian Customs.

- 7.4 The Supplier shall also provide to C-MET a set of documents containing the following : -
 - i) Commercial Invoice in triplicate
 - ii) Packing list in triplicate
 - iii) Evidence of Dispatch (A copy of non-negotiable AWB copy)
 - iv) Certificate of origin country
 - v) Manufacture's guarantee and Inspection certificate

8 INSPECTION AND WARRANTY:

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

- 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	TR/PUR/SP/071/2018	Slot-die Roll-to-roll electrode coating machine and accessories	1 year
02	TR/PUR/SP/072/2018	Pressure controlled electric rolling machine and accessories	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 / L.C. Charges: In India on C-MET's account and abroad on Supplier's account, at actuals on opening of L.C. All charges for amendment of L.C. after its opening shall be on Supplier's account.
- 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.

SECTION IV: GENERAL TERMS AND CONDITIONS (GTC)

1. Criteria for pre-qualification of tender and negotiations

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

2. Re-tendering

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

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

3. Price escalation

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

4. Performance Security Deposit

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

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

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

4.4 In the event of any contract amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security Deposit, rendering the same valid for the duration of the Contract, as amended for further period of 60 days thereafter.

5. Country of Origin

5.1. All Goods and Services supplied under the Contract shall have their origin in the member countries and territories eligible.

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

6. Standards

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

7. Patent Rights

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

8. Tender Specifications

- 8.1 The specifications for the items quoted should be explicitly clear and all available technical literature, catalogues and other data in support of the specifications of the items should be furnished along with the Tender. In the event of an alternative offered by the Tenderer, full specifications, details, literature, etc., which may justify consideration of such alternative offer, need to be given.
- 8.2 It should specifically be mentioned as to whether the price quoted includes all taxes and duties. Sales tax and/or other duties and levies where legally leviable and intended to be claimed should be distinctly shown separately in the Tender. Packing, Forwarding and handling charges, etc., if any, to be quoted separately.
- 8.3 The Tenderer should provide all the information asked for in the Form for Details about the Tenderer.
- 8.4 The Tenderer has to state in detail the Electrical Power/UPS requirements, floor Space, head room, foundation needed and also to state whether Air-conditioned environment is needed to house the system and to run the tests, i.e., pre-installation facilities required for installation, may please be intimated in the Technical Bid.

9. Validity of Tender:-

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

10. Inspections and Tests

- 10.1 C-MET or its representative shall have the right to inspect and/or to test the Goods and services to confirm their conformity to the Contract specifications at no extra cost to C-MET. C-MET shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.
- 10.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data shall be furnished to the inspectors at no charge to C-MET.
- 10.3 Should any inspected or tested Goods fail to conform to the specifications, C-MET may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to C-MET.
- 10.4 C-MET's right to inspect test and, where necessary, reject the Goods after their arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by C-MET or its representative prior to the Goods shipment.
- 10.5 **Nothing in GTC Clause 10 shall in any way absolve** the Supplier from any warranty or other obligations under this Contract.

11. Packing

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

12. Delivery and Documents

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

13. Insurance

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

14. Spare Parts

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

- 14.1 Such spare parts as C-MET may elect to Purchase from the Supplier, providing that this election shall not absolve the Supplier of any warranty

obligations under the Contract; and

- 14.2 In the event of termination of production of the spare parts:
- i. advance notification to C-MET of the pending, termination, in sufficient time to permit C-MET to procure needed requirements; and
 - ii. Following such termination, furnishing at no cost to C-MET, the blueprints, drawings and specifications of the spare parts, if requested.
- 14.3 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares. Other spare parts and components shall be supplied as promptly as possible but in any case within one month of placement of order.

15. Warranty

- 15.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by C-MET's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall 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. However, 90% payment against dispatch of documents through our bankers can be considered in case of Indian Suppliers. The balance 10% shall be released to the Supplier within 30 days of successful delivery, installation and demonstration of stores / goods/ equipments by the Supplier.

19. Penalty Clause

Subject to GTC Clause 20, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, C-MET shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified in Clause-21 of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to maximum deduction of the percentage specified therein. Once the maximum is reached, C-MET may consider termination of the Contract pursuant to IBIB Clause 26 resulting in forfeiture of the Performance Security Deposit.

20. Force Majeure

- 20.1 Notwithstanding the provisions of GTC Clause 19, the Supplier shall not be liable for forfeiture of its performance security, penalty or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 20.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not

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

- 20.3 If a Force Majeure situation arises, the Supplier shall promptly notify C-MET in writing of such conditions and the cause thereof. Unless otherwise directed by C-MET in writing, the Supplier shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure.

21. Liquidated Damages

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

22. Applicable Law

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

23. Applicability to Other Terms and Conditions

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

24. Exemptions and preferences to small scale industries

The Small Scale Industries registered with National Small Industries Corporation (NSIC) or with Directorate General of Supply and Disposal (DGS&D) will be given following exemption and preferences in terms of letter No. 21(1)/2000-FP&M dated 28.8.2000 of Ministry of Small Scale Industries & Agro and Rural Industries, New Delhi on production of necessary registration.

- i. Issue of Tender sets free of cost.
- ii. Exemption from Payment of Earnest Money Deposit or Bid Security
- iii. Waiver of Performance Security Deposit to the Monetary limit for which the unit is registered.

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

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

“ I / We have fully understood the foregoing general terms & conditions **of tender as well as the special terms and conditions** and having accepted the same in toto and I / we have made my / our offer keeping in

view those terms and conditions. I / we fully agree that once I / We have endorsed in whatsoever and whichever way my / our signatures herein below all conditions whatsoever way mentioned by me / us which may not be acceptable to you / your principals shall be deemed to be / withdrawn by me / us and am/ are fully aware that no grievances whatsoever shall be entertained by you if our tender / quotation is not accepted / finalized.”

- 25.2 Tenderer sending their tenders by post/courier (mail) will do so solely at their own risk and C- MET will not be responsible for any loss in transit or postal delay.
- 25.3 Discount offered should be mentioned clearly in the commercial bid only.
- 25.4 The item should be supplied with manuals and the manuals including technical drawings should be complete in all respects to operate the system without any problem. If the manuals are on chargeable basis, the same should be specified in the offer.
- 25.5 It should be noted by the Tenderer(s) that by entering into this contract C-MET is not precluded from entering into similar contracts with any one else of their choice at any time during the continuance of this contract.
- 25.6 The supplier on receipt of the Purchase order must acknowledge.
- 25.7 C-MET shall have the right to issue addenda to tender documents to clarify amend, modify, supplement or delete any of the conditions /clauses or items stated therein. Each addendum so issued shall form part of original invitation to the Tender.
- 25.8 In case the Bid is not accepted, or otherwise C-MET has elected to withdraw or cancel the invitation to the Tender for which C-MET shall, have the right to do so, at any time, the Tenderer shall not be entitled to claim any cost/charges/expenses incidental to or incurred by the Tenderer through or in connection with the submission of the offer. The Earnest Money Deposit paid by the Tenderers with the Tender will be refunded to them in due course without interest.

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

- 26.1 The equipment is to be guaranteed for trouble free performance for a minimum period of one year after installation. The defects, if any, during the guarantee period are to be rectified free of charge by arranging free replacement wherever necessary.
- 26.2 Pre installation information to be supplied 3 months before dispatch date.
- 26.3 Electrical power supply : -
220V, 50 Hz, 1 phase (or) 400 V , 50 Hz , 3 phase $\pm 10\%$

27. Quantities given in the tender specifications are approximate only and one or more of the items of the stores/goods/equipment tendered for a portion of one or more

of the items of such stores/goods/equipment may be accepted and notwithstanding that the tender has not been accepted in whole, supplier shall be bound to supply to C-MET such items and such portion or portions of one or more of the items as may be accepted by C-MET.

28. The Executive Director, C-MET reserves the right to accept the tender in full or in part or to reject the lowest or any or all tenders without assigning any reason.
29. No Sub-contracting will be allowed for installation or maintaining system/equipment/instrument during or after warranty period.
30. The Tenderer should note that the General Terms and Conditions are in addition to the Special Terms and Conditions of Tender, which form an integral part of the General Terms and Conditions of the Tender, and any of the General Terms and Conditions of Tender may be altered by the Special Terms and Conditions of Tender.

31. Cancellation of order

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

32. Replacement of parts

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

33. Arbitration

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

SECTION V-Technical Specifications

Annexure-I

Technical specification of Slot-die Roll-to-roll electrode coating machine and accessories

This electrode coating system is intended for making carbon-based electrodes for supercapacitors by coating active material over metallic current collector foils (namely Al) in roll-to-roll fashion by slot-die technique using the slurry of active material. Machine shall have the provision to dry the as-coated film by passing coated-film through a hot zone having adjustable temperature control facility upto 200 deg.C. The variation of thickness of dried coating shall be within $\pm 3 \mu\text{m}$ throughout entire coating widths/lengths. Therefore, the intended machine shall be equipped with Slot-die unit coupled desired shims (for having the coating thickness of 50-250 μm & coating widths of 35-250 mm) in a continuous/desired intermittent pattern, Slurry reservoir with slurry pump, Drying unit with temperature control facility upto 200 deg.C for drying the as-coated film for having uniform carbon coated AL-foil. Designing of main machines and the sub-system therefore shall have/meet the following specification.

1) Slot-die Unit:

The coating system shall have the capability to coat the carbon and/or other electrode materials to have the coating thickness of 50-250 μm on thin metal foils (Aluminium of thickness 30-50 μm) in a continuous (roll-to-roll fashion)/ desired intermittent patterns

- **MOC** (material of construction): Machine shall be designed and constructed with strong metallic support with corrosion resistive coating. All rollers used in the machine shall be of SS 304 material with hard-chrome plating.
- **Substrate to be used for coating:** Thin Al-foil (etched/unetched) having the foil thickness of 30-50 μm will be used as base materials / substrate for coating and Al-foil will be fed to the machine in Roll form of continuous length (roll width: 250+5 mm).
- **Materials to be coated:** A slurry containing nanostructured carbon and/or other materials will be used as active materials for making supercapacitor electrodes by using this slot-die coating unit.
- **Coating Thickness (dried film):** Machine & the slot-die unit shall be designed and fabricated for making final coating thickness (dried film) of 50-250 μm . Suitable and necessary nos. of interchangeable type spacers/ shims shall be

provided along with main unit for adjusting the coating thickness of any value between 50-250 μm . Machine shall be designed for providing minimum coating thickness of 10 μm with thickness precision of $\pm 1\%$. Precision of coating thickness (dry-film) shall be $\pm 2 \mu\text{m}$ or better throughout the coating lengths & widths.

- **Coating Width:** Machine shall be designed and fabricated for coating electrodes of widths of

(a) 250 mm for full width coating, and

(b) 35 mm x 3 nos. & 50 mm x 2 nos. for strip-like/ pattern (along length-wise) coating with 5 mm gap between two-strip/patterns.

Precision of coating thickness (dry-film) for all the cases shall be of $\pm 2 \mu\text{m}$ or better throughout the coating lengths & widths.

- **Coating length:** Machine shall be designed and fabricated for making continuous/ roll-to-roll coating with feed Al-foil roll of length 300 meter (minimum) for full width of 250 mm

- **Coating speed:** Machine shall be designed & fabricated machine with precise speed controller to adjust the coating speed of any values between 10-800 mm/minute. Precise speed controller with digital display for coating speed shall be provided along with the machine in order to set specific coating speed of desired value.

- **Reeling/unreeling shaft:** Machine shall be designed and fabricated with reeling and unreeling facility coupled electric motor & precision speed controlled. A set of reeling/unreeling shaft/rollers shall be provided along with the main unit in order to load the base Al-foil roll of width of 35-250 mm & length of 300 meter (minimum) and reeling/ unreeling speed shall be synchronized with the coating speed of main unit. The reeling/unreeling shaft shall be made with OD of 48-50 mm (shaft OD should be strictly followed, as all other inter-linked existing machines already have the max. ID/OD=50 mm for use of coated electrodes for further processing).

- **Single/Double-side coating:** Machine shall be designed for simultaneous full width coating on one-side as well as double-side. Provision shall be provided for selection of one-side and double-side coating, as final requirement and all other control parameters shall be synchronized with main unit. **Optional quote shall be provided for the double-side coating unit (as accessory) along with the main bid.** Technical details of double side coating system shall be provided along with the technical bid for evaluation.

- 2) **Slurry Reservoir & slurry Pump:** Machine shall be designed, fabricated and supplied with a slurry pumping system comprising a slurry reservoir/tank (capacity: 4-liter), slurry feeding pump (feeding rate: 0.02 ~ 30.0 ml/min), slurry feeding & drainage pipes, interconnects & valves.
- 3) **Drier Unit:** Coating system shall be designed, fabricated and supplied with conveyer type drier unit for drying the as-coated film.
- **Drying Temperature:** Drier unit shall be designed and fabricated for max. drying temperature from 25 deg.C to upto 250 deg.C with temperature accuracy of ± 1 deg.C and temperature shall be controllable through a PID based temperature controller and digital display of set value & process value.
 - **Drying technique:** Force convection of hot air or IR heating (optionally) may be adopted for uniform drying the coated film.
 - **Hot-zone length:** Drier unit shall be designed & fabricated with hot-zone length of 700 mm or more and speed of movement of coated film shall be same as the rate of coating speed adopted during coating process.
- 4) **Control panel:** A control unit shall be provided for operating the machine and controlling the process parameters, which could be HMI /touch screen-based control system.
- 5) **Computer & Periphery:** Machine shall be supplied with suitable of branded PC (brand: Lenovo or HP; New generation Intel i7 Processor; Hard drive: 1TB; Monitor: 18" LED monitor; Optical drive: CD/DVD-RW; Keyboard, Optical mouse), interface cables (suitable for connecting PC with machine); Data logging Software & Control Interfaces for operation of machine & control the process parameters, along with main machine (if require). Supply of PC can be arranged locally by respective Indian agents on behalf of non-Indian manufacturers. However, vendors must provide the License for OS (Windows 10) and MS Office (latest version) and other software's for the PC.
- 6) **Air-Compressor:** Machine shall be supplied with noiseless automatic on-off type Air-compressor (CPM/ ELGI or equivalent make) with operating pressure of 120 PSI, air tank capacity (200 L), Pressure Gauges, air filter & drier unit for supply of dry instrument air and required fittings & valves. Operating voltage of Air

compressor shall be 220 V / 50 Hz AC with an air delivery capacity of >3 CFM @ 40 PSI and >2.2 CFM @ 90 PSI. desired Air Compressor with drier may be arranged locally by the respective Indian agents on behalf of non-Indian manufacturers.

7) Accessories:

- **Spacer/shim:** Machine should be supplied with **three sets** of additional **interchangeable** type spacers/ shims for making pattern/strip-like coating of widths 35 mm x 3 nos.; 50 mm x 2 nos. with 5 mm gap between two-strip/patterns
- **Tool-set:** Machine should be supplied with a complete set of **tools** comprising complete sets spanners, adjustable spanners, Allan-key set, screwdriver set, rachets, etc. for machine easy operation and maintenance of machine including changing jigs-n-fixes for as-per requirements, etc.

8) Others:

- **Lay-out/Machine drawing:** Vendor shall provide the basic layout and brief line-drawing of the machine and its components along with the technical bid for better clarity and technical evaluation of quoted system.
- **Housing & Out-finish:** Machine shall be designed with strong metallic frame and covers and powder coating on frame, side cover for decent out-finish
- **Operation Manual:** Suppler shall provide at least one hard copy of operation manual comprising details of machine drawing, final technical specifications, standard operation procedure of the machine and trouble shooting
- **Line Supply:** 220 V AC (single Phase, 50 Hz) and/or 420 V AC (3-Phase, 50-60 Hz) line supply is available at C-MET, Thrissur for operation of machine.
- **FAT (Factory acceptance test):** Factory Acceptance Test (FAT) for the machine shall be conducted at Manufacturer's workshop/factory and FAT shall be conducted in presence of one or two scientists of C-MET. FAT shall be conducted under free-run condition and detailed FAT procedure shall be described & provided along with the technical bid. Machines shall be dispatched to C-MET, Thrissur for commissioning (at C-MET, Thrissur) after satisfactory completion of FAT and clearance of dispatch documents. The cost of conducting FAT at machine Manufacturer's site (if any) shall be clearly indicate and mentioned separately in offer.

- **SAT (site acceptance test):** Upon receipt of the machine at C-MET (Thrissur), the supplier shall send their erection/ commissioning team to site (C-MET, Thrissur) for installation & commissioning of the machine. Cost of un-crating, lifting and installation shall be the scope of supplier and the erection team of supplier shall check the machine assembly, pneumatic line test, electrical connection and other instrument loop-check before the commissioning runs. The detailed SAT conditions and its procedure shall be finalized/made available before conducting the SAT and supplier shall demonstrate at least 3 (three) satisfactory runs with actual feeds, after which the machine will be considered as ‘Accepted’.
 - **List of Supplies:** Vendor shall ensure that they have designed/supplied similar system in India/abroad and vendor shall provide the list of such system installation in India/abroad with full contact details (name, address, email, Tel No., model nos., etc.), which shall be submitted along with technical bid for evaluation of party’s technical/designing credibility
 - **Specification Compliance Statement (SCS):** Vendor should submit the Specification Compliance Statement (SCS) of the quoted models with respect to C-MET specification along with Technical bid
 - **Pre-Installation requirements (PIR):** Vendor shall provide list of pre-erection/commissioning requirement of the Plant (if any, such as space, power supply, instrument air, etc.) along with the technical bid.
 - **Training:** Vendor shall arrange required full training to C-MET (Thrissur) staff after successful commissioning of the machine at C-MET (Thrissur) at free of cost and the content of training shall include operation, changing of zigs, maintenance and important troubleshooting of the machine during operation.
- 9) **Installation & Commissioning:** The machine should be supplied, installed and commissioned at C-MET, Thrissur for operation at free of cost. However, if additional cost/charges are involved for the machine installation/ commissioning, it should clearly be indicated in the offer and cost of installation shall be mentioned in the **Fin. Bid**, which will be included with the cost of main item while making financial comparison for identifying the L1 party. Please note that vendor has to satisfactorily demonstrate the machine performance at C-MET and the machine will be accepted only after satisfactory performance demonstration.

10) Warranty:

- Supplied machine must cover the full warranty of **one-year** from the final/ accepted date of commissioning. Please be noted that **Warranty** date will always be effective from the date of successful commissioning of machine at C-MET, Thrissur.
- Supplier shall also provide separate quote (optional) for the **AMC for additional two-years** along with the machine.

Annexure-II

Technical specification of Pressure controlled electric rolling machine and accessories

This pressure controlled electric rolling machine is intended for making compacting the carbon aerogel-based supercapacitor's active electrodes, in which carbon-based active materials are coated/cast over thin Al-foil in order to have high compactness of active material and current collector foil. Hence machine shall be designed and fabricated with suitable pressure roller(s) with hydraulic/pneumatic pressing unit, electrically controlled pressure-controlled unit, hard-chrome plated SS roller(s) of width 330 mm with high surface finish, winding & unwinding drive for feeding & collecting feed/pressed electrode. Therefore, machine shall fulfill the following technical specifications and other requirements.

1) Basic System:

- Main machine (Pressure controlled electric rolling unit) shall be suitably designed and fabricated for making supercapacitor active electrodes by compressing the as-prepared/pre-coated semi-dried electrode films obtained by pre-coating/casting of carbon-based active material over thin metal foil (say Al). Machine shall be capable of handling metal foil of thickness 30-50 μm & width upto 250 mm and overall coating thickness (finished electrodes) would be in the range of 100-250 μm .
- Designed pressure controlled rolling machine shall have pair(s) of rollers of dimensions: 200 mm (dia.) x 330 mm (W) and the MOC (material of construction) shall be hard-chrome plated materials with surface hardness of 60-62 HRC. Hardness of roller material (including never roll part) shall be >50 HRC.
- Machine shall be designed with rollers for effective rolling width of ≥ 250 mm with overall surface thickness uniformity (average roughness, Ra) of 0.8-1.25 μm .
- Surface finish/ planeness of pressing rollers shall be in the order of ± 0.003 mm
- The machine shall have the ability to exert pressure uniformly on the pre-coated electrodes at the pressure load of 1-25 Ton over the entire electrode widths in order to compress the pre-coated electrodes. Provision shall be provided for adjusting the pressure level using attached HMI unit and/or touch screen type control unit. There shall be the digital display of set pressure and actual pressure during operation.
- Designed machine shall have adjustable micrometer knob to adjust the roller gap in the range on 0.05-1.00 mm (tolerance of 0.003 mm) with two high precision micrometer knobs.

- The Speed range of pressure controlled electric rolling machine shall be controlled in the range of 1-3 meter /minute using suitable VFD based digital speed controller, controllable from attached HMI unit or touch screen type control panel
- 2) **Winding-Unwinding unit:** Machine shall be designed with suitable motorized unwinding & winding unit for (a) feeding the roll of pre-coated electrode and (b) collecting the final compacted electrode (after pressing) in roll form. The speed of unwinding & winding shall be synchronized with the speed of main machine. The shaft of winding/unwinding shall be SS materials with effective shaft length of 300 mm and OD of min. 48 mm and max. 50 mm. (shaft OD should be strictly followed, as all other inter-linked existing machines already have the max. ID/OD=50 mm for use of coated electrodes for further processing)
 - 3) **Control Panel:** A control unit shall be provided for control of machine operation, which could be HMI /touch screen-based control system. Designed machine shall operate with line voltage of 220V AC/50 Hz (for single-phase) or 420 V AC /50 Hz (for 3-phase).
 - 4) **Computer & Periphery:** Machine shall be supplied with suitable of branded PC (band: Lenovo or HP; New generation Intel i7 Processor: Hard drive: 1TB; Monitor: 18” LED monitor; Optical drive: CD/DVD-RW; Keyboard, Optical mouse), interface cables (suitable for connecting PC with machine); Data logging Software & Control Interfaces for operation of machine & control the process parameters, along with main machine (if require). Supply of PC can be arranged locally by respective Indian agents on behalf of non-Indian manufacturers. However, vendors must provide the License for OS (Windows 10) and MS Office (latest version) and other software’s for the PC.
 - 5) **Air-Compressor:** Machine shall be supplied with noiseless automatic on-off type Air-compressor (CPM/ ELGI or equivalent make) with operating pressure of 120 PSI, air tank capacity (200 L), Pressure Gauges, air filter & drier unit for supply of dry instrument air and required fittings & valves. Operating voltage of Air compressor shall be 220 V / 50 Hz AC with an air delivery capacity of >3 CFM @ 40 PSI and >2.2 CFM @ 90 PSI. desired Air Compressor with drier may be arranged locally by the respective Indian agents on behalf of non-Indian manufacturers.

6) Accessories:

- Machine should be supplied with a complete **tool-sets** comprising complete sets spanners, adjustable spanners, Allan-key set, screwdriver set, rachets, etc. for machine easy operation and maintenance of machine including changing jigs-n-fixes for as-per requirements, etc.

7) Others:

- **Lay-out/Machine drawing:** Vendor shall provide the brief line-drawing/layout of the machine along with the technical bid for clarity and better understanding / technical evaluation of quoted system
- **Housing & Out-finish:** Machine shall be designed with strong metallic frame and covers and powder coating on frame, side cover for decent out-finish
- **Line Supply:** 220 V AC (single Phase, 50 Hz) and/or 420 V AC (3-Phase, 50-60 Hz) line supply is available at C-MET, Thrissur for operation of machine
- **Operation Manual:** Suppler shall provide at least one hard copy of operation manual comprising details of machine drawing, final technical specifications, standard operation procedure of the machine and trouble shooting.
- **FAT (Factory acceptance test):** Factory Acceptance Test (FAT) for the machine shall be conducted at Manufacturer's workshop/factory and FAT shall be conducted in presence of one or two scientists of C-MET. FAT shall be conducted under free-run condition and detailed FAT procedure shall be described & provided along with the technical bid. Machines shall be dispatched to C-MET, Thrissur for commissioning (at C-MET, Thrissur) after satisfactory completion of FAT and clearance of dispatch documents. The cost of conducting FAT at machine Manufacturer's site (if any) shall be clearly indicate and mentioned separately in offer.
- **SAT (site acceptance test):** Upon receipt of the machine at C-MET (Thrissur), the supplier shall send their erection/ commissioning team to site (C-MET, Thrissur) for installation & commissioning of the machine. Cost of un-crating, lifting and installation shall be the scope of supplier and the erection team of supplier shall check the machine assembly, pneumatic line test, electrical connection and other instrument loop-check before the commissioning runs. The detailed SAT conditions and its procedure shall be finalized/made available before conducting the SAT and supplier shall demonstrate at least 3 (three) satisfactory runs with actual feeds, after which the machine will be considered as 'Accepted'.

- **List of Supplies:** Vendor shall ensure that they have designed/supplied similar system in India/abroad and vendor shall provide the list of such system installation in India/abroad with full contact details (name, address, email, Tel No., model nos., etc.), which shall be submitted along with technical bid for evaluation of party's technical/designing credibility
 - **Specification Compliance Statement (SCS):** Vendor should submit the Specification Compliance Statement (SCS) of the quoted models with respect to C-MET specification along with Technical bid
 - **Pre-Installation requirements (PIR):** Vendor shall provide list of pre-erection/commissioning requirement of the Plant (if any, such as space, power supply, instrument air, etc.) along with the technical bid.
 - **Training:** Vendor shall arrange required full training to C-MET (Thrissur) staff after successful commissioning of the machine at C-MET (Thrissur) at free of cost and the content of training shall include operation, changing of zigs, maintenance and important troubleshooting of the machine during operation.
- 8) Installation & Commissioning:** The machine should be supplied, installed and commissioned at C-MET, Thrissur for operation at free of cost. However, if additional cost/charges are involved for the machine installation/commissioning, it should clearly be indicated in the offer and cost of installation shall be mentioned in the **Fin. Bid**, which will be included with the cost of main item while making financial comparison for identifying the L1 party. Please note that vendor has to satisfactorily demonstrate the machine performance at C-MET and the machine will be accepted only after satisfactory performance demonstration.
- 9) Warranty:**
- Supplied machine must cover the full warranty of one year (12 months) from the final/accepted date of commissioning. Please be noted that **Warranty** date will always be effective form the date of successful commissioning of machine at C-MET, Thrissur
 - Suppler shall also provide separate quote (optional) for the AMC for additional two years along with the machine

SECTION VI : BID FORM AND PRICE SCHEDULE

SECTION VII : FORM FOR DETAILS ABOUT THE TENDERER

FORM FOR DETAILS ABOUT THE TENDERER

(To be submitted with the Tender)

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

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

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

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

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

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

Place
Date

Office Seal / Stamp

Name, Designation and
Signature of the Authorised
Signatory

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

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,
Shoranur Road,
M.G. Kavu, Athani Post,
Thrissur – 680 771, Kerala, 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 _____ 2009.

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,
Shoranur Road,
M.G. Kavu, Athani Post,
Thrissur – 680 771, Kerala, India

Tender Reference No. :

Item No. :

Name of Stores/Goods/Equipment :

Dear Sir,

We _____ who are established and reputed
manufacturers _____ of

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

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

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

Yours faithfully,

(Name)

(Name of manufacturers)

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