

Government of India
Ministry of Finance,
Department of Revenue
Central Board of Excise and Customs
Directorate of Logistics
4th Floor, 'A' Wing, Lok Nayak Bhawan,
Khan Market,
New Delhi 110 511
Phone: 24693529 Fax: 24697497

**GLOBAL E-TENDER ENQUIRY DOCUMENT FOR
SUPPLY, INSTALLATION AND COMMISSIONING OF X-RAY FLUORESCENCE
SPECTROMETER (XRF) FOR LABORATORIES OF CUSTOMS & CENTRAL
EXCISE**

GNIT e-Tender No. 36(AS)/2018 dated 09.04.2018

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| Period during which the tender enquiry documents will be available on official websites www.cbec.gov.in , www.dolcbec.gov.in & www.eprocure.gov.in | From 09.04.2018 to 24.05.2018 |
| Potential bidders can seek clarifications on tender document up to | 25.04.2018 at 1500 Hrs. |
| Pre-bid Conference will be held on | 02.05.2018 at 1430 Hrs. |
| Last date of submission of EMD & Tender fee | 24.05.2018 at 1300 Hrs. |
| Closing date & time for online submission of Tenders | 24.05.2018 at 1300 Hrs. |
| Time and date of opening of tenders | 25.05.2018 at 1500 Hrs. |
| Place of receipt of EMD and Tender fee | Directorate of Logistics Customs and Central Excise 4 th Floor, 'A' Wing, Lok Nayak Bhawan, Khan Market, New Delhi -110511 |
| Place of opening of tenders | Online at www.eprocure.gov.in Directorate of Logistics 4 th Floor, 'A' Wing, Lok Nayak Bhawan, Khan Market, New Delhi-110511 |

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SECTION – I

GLOBAL NOTICE INVITING TENDER THROUGH E-PROCUREMENT

Tender No. 36(AS)/2018

Dated: 09.04.2018

- 1.1 For and on behalf of the President of India, Commissioner, Directorate of Logistics, Customs & Central Excise, Dept. of Revenue, Ministry of Finance, Govt. of India, having its office at 4th Floor, ‘A’ Wing, Lok Nayak Bhawan, Khan Market, New Delhi - 110 511 invites e-tenders valid up to 180 days from the date of opening of tender, in two parts, namely, (1) Technical Bid and (2) Price Bid from tenderers who meet the qualification criteria laid down in Section VII for supply, installation and commissioning of Five (05) units of **X-Ray Fluorescence Spectrometer (XRF)** for use in analytical works of Laboratories of Customs & Central Excise, Government of India. The tender enquiry documents will be available on official website (www.cbec.gov.in and www.dolcbec.gov.in) and on www.eprocure.gov.in from 09.04.2018 to 24.05.2018. The tenders can be submitted online up to 1300 hrs. on 24.05.2018. The tenders will be opened online at 1500 hrs. on 25.05.2018 at Directorate of Logistics, 4th Floor, ‘A’ Wing, Lok Nayak Bhawan, Khan Market, New Delhi 110 511.
- 1.2 Details of the goods and services required, specifications, eligibility and qualifications to bid and instructions on how to bid and other details are available in the Tender Document which can be downloaded from www.eprocure.gov.in, www.dolcbec.gov.in or www.cbec.gov.in from 09.04.2018 to 24.05.2018. Last date of receiving clarification on tender is 25.04.2018 upto 1500 Hrs. The pre-bid conference will be held on 02.05.2018 at 1430 hrs. in the Conference Hall, Central Revenues Control Laboratory (CRCL), Hill Side Road, IARI Campus, Pusa, New Delhi-110012.
- 1.3 Interested tenderers may download the tender enquiry documents (TED) and submit their tenders online at Central Public Procurement Portal website: <https://eprocure.gov.in/eprocure/app>.
- 1.4 Earnest Money Deposit (EMD) of Rs. 7,00,000/- (Rupees Seven Lakhs Only) in the form of Bank Guarantee from a Scheduled Commercial bank (as per the Form-3 attached with the Tender) and a non-refundable Tender fee of Rs. 5,000/- (Rupees five thousand only) in the form of account payee demand draft / bankers cheque, drawn on a scheduled commercial bank in India, in favour of “Pay and Accounts Officer, O/o the Principal Chief Controller of Accounts, Central Board of Excise & Customs” payable at New Delhi, must reach at the address given below by 24.05.2018 at 1300 hrs. Tenderers, however, have to attach scanned copies of EMD & Tender fee along with the Technical bid of their e-tender.

Deputy Commissioner
Directorate of Logistics,
Customs and Central Excises
4th Floor, ‘A’ Wing, Lok Nayak Bhawan,
Khan Market, New Delhi 110 511

- 1.5 In the event of any of the above mentioned dates being subsequently declared as a holiday / closed day for the Purchaser organisation, the tenders will be opened on the next working day at the appointed time.
- 1.6 Tenderer should quote for full quantity of the tendered Equipment/ Instrument and the bids will be evaluated accordingly.
- 1.7 The following tenders will be treated as non-responsive and rejected, at the initial stage itself.
 - a) Tenders received without Tender fee
 - b) Tenders received without EMD
- 1.8 The undersigned reserves the right to withdraw, modify and/or cancel the tender without assigning any reasons whatsoever.

Sd/-
Commissioner
For and on behalf of the President of India
Phone: 011-24693529 Fax: 011-24697497

SECTION - II

GENERAL INSTRUCTIONS TO TENDERERS (GIT)

2.1 Introduction

2.1.1 Commissioner, Directorate of Logistics, Customs and Central Excise for and on behalf of the President of India invites e-tenders from eligible and qualified Tenderers for supply, installation and commissioning of Five (05) units of **X-Ray Fluorescence Spectrometer (XRF)** to carry out day-to-day analytical works in the Laboratories of Customs & Central Excise, Government of India and provide warranty and post-warranty maintenance and other related services as detailed in Section - IV "Schedule of Requirements" and which meet the requirements, specifications, technical details, quality assurance, etc. as indicated in Section - V and VI.

2.1.2 This section gives instructions to tenderers regarding preparation and submission of tenders and explains the mode and procedure to be adopted for receipt and opening, scrutiny and evaluation of tenders and subsequent placement of contract.

2.1.3 Failure to provide the required information and/or failure to comply with the instructions in these tender documents or give false/incorrect information may result in rejection of its tender.

2.2 Definitions

2.2.1 The following terms used in these documents shall have the meaning as indicated below:

2.2.2 Definitions:

- i. "Bidder" means tenderer who has submitted valid bid in this tender.
- ii. "Contract" means the written agreement entered into between the Purchaser and the Supplier together with all the documents mentioned therein and including all attachments, annexures, etc.
- iii. "Consignee" means the person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of dispatch to another person as provided in the Contract then that "another" person is the consignee, also known as ultimate consignee.
- iv. "Contract price" means the price provided in clause 2.12.1 of Section - II of the tender document.
- v. "Day" means calendar day.
- vi. "Delivery" means supply of systems or stores in finished and completely ready-for-use condition. The delivery shall be deemed to take place on delivery of the systems or stores at the places of installation in accordance with the terms of the Contract after taking over the systems and issuance of delivery & acceptance certificate to the Supplier of the same at the sites and approval of the same by the jurisdictional Commissioners of the Department or the Inspecting Authority.
- vii. "Goods" means the goods indicated in the Schedule of Requirements (Section - IV).
- viii. "Earnest Money Deposit" (EMD) means monetary guarantee to be furnished by a Tenderer.
- ix. "Inspection" means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- x. "Inspecting Authority" means the authorised representative of the Department to act as Inspecting Authority for the purpose of this contract and for the purpose of ascertaining the progress of the deliveries under the contract.

- xi. "L1" means the Tenderer whose tender is the lowest;
- xii. "Material" means anything used in the manufacture or assembly of Equipment/ Instruments or its parts.
- xiii. "Maintenance Contractor" means the contractor entrusted with the responsibility of maintaining the goods in warranty and post warranty period.
- xiv. "Original Equipment Manufacturer" means the firm which manufactures, assembles/ integrates and supplies the offered Equipment/ Instruments.
- xv. "Performance Security / Security Deposit" means monetary guarantee to be furnished by the Supplier for due performance of the terms of contract.
- xvi. "Purchaser" means the President of India acting through authorised officers and Commissioner, Directorate of Logistics, Customs & Central Excise, Ministry of Finance, Department of Revenue, 4th Floor, 'A' wing, Lok Nayak Bhawan, Khan Market, New Delhi 110 511 and includes his successors in office, nominees, authorized representatives.
- xvii. "Services" means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service, product support and other such obligations of the Supplier covered under the contract.
- xviii. "Specification" means the document / standard that prescribes the requirement with which the goods or service have to conform and include;
 - a. Specifications / Requirements
 - b. Drawings / Data and other relevant information for the turn key execution of contract
 - c. Proprietary mark or brand means the mark or brand of a product, which is registered by an industrial Bidder.
 - d. Any other details governing the construction, manufacture or supply of goods as may be prescribed in the Contract.
- xix. "Supplier" means the individual, company or the firm supplying the goods and services, to which the award has been issued under this tender.
- xx. "E-Tender/Tender" means quotation/bid submitted online.
- xxi. "Tenderer" means individual, company, firm offering the tender.
- xxii. "Technical specification" includes-
 - a. Specifications, Drawings, Documents and certificates as referred in Section V
 - b. Any other details governing the construction, manufacture or supply of stores as may be prescribed in the contract.
- xxiii. "Test / Trial" means such tests as are prescribed in specifications to be made by the Purchaser or his nominee.
- xxiv. "User Laboratory /Commissionerate" means those Offices under whose jurisdiction the Equipment & Instruments are to be installed and accepted as detailed in Para 4.4 of Section IV.

2.3 Abbreviations:

| | |
|---------|---|
| "AERB" | Atomic Energy Regulatory Board of India |
| "AMC" | Annual Maintenance Contract |
| "BG" | Bank Guarantee |
| "CBEC" | Central Board of Excise & Customs |
| "CCAMC" | Centralised Comprehensive Annual Maintenance Contract |
| "CD" | Custom Duty |
| "CPPP" | Central Public Procurement Portal |
| "DD" | Demand draft |
| "DGS&D" | Directorate General of Supplies and Disposals |

| | |
|--------|--|
| “DP” | Delivery Period |
| “GST” | Goods and Services Tax |
| “EMD” | Earnest Money Deposit |
| “FOB” | Free on Board |
| “GCC” | General Conditions of Contract |
| “GIT” | General Instructions to Tenderers |
| “GNIT” | Global Notice Inviting Tender |
| “GOP” | Government of India |
| “ISO” | International Standard Organization |
| “LD” | Liquidated Damages |
| “NDPS” | Narcotic Drugs & Psychotropic Substance |
| “NIST” | National Institute of Standards & Technology |
| “NIT” | Notice Inviting Tender |
| “OEM” | Original Equipment Manufacturer |
| “QA” | Quality Assurance |
| “QAP” | Quality Assurance Plan |
| “QC” | Quality Control |
| “SAT” | Site Acceptance Test |
| “TED” | Tender Enquiry Document |

2.4 Language of tender

2.4.1 The tender and all subsequent correspondence shall be in English. If any literature submitted by the tenderer is any other language, an authenticated English translation thereof should also be submitted and in such a case, the English translation shall be considered for interpretation of the tender.

2.5 Eligible tenderers

2.5.1 Only tenderers who fulfil the qualification criteria specified in Section VII are eligible to apply.

2.6 Tendering Expense

2.6.1 The tenderer shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The Purchaser will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.

2.7 Tender Enquiry Documents

2.7.1 In addition to Section I – “Global Notice inviting Tender” (GNIT), the tender enquiry documents include:

- Section II - General Instructions to Tenderers (GIT)
- Section III - General Conditions of Contract (GCC)
- Section IV - Schedule of Requirements
- Section V - Technical Specifications
- Section VI - Quality Control Requirements
- Section VII - Qualification Criteria
- Section VIII - Price schedule
- Section IX - Form 1 - Tender Form
 - Form 2 - Manufacturer’s Authorization Form
 - Form 3 - Bank Guarantee (BG) Form for EMD

- Form 4 - BG Form for Performance Security / Balance 10% Payment
- Form 5 - Contract Form
- Form 6- Bank guarantee pro forma for advance payment of CAMC charges
- Form 7 - Model Certificate of Installation
- Form 8 - Model Certificate of Delivery & Acceptance
- Form 9 - Claim payment by the supplier
- Form 10- Information in respect of previous supplies by bidder
- Form 11- Pre-contract Integrity Pact
- Appendix 1 - Instruction for submission of tender online
- Annexure I - Specifications of Equipment/ Instrument for Central Revenues Control Laboratory (CRCL)

2.7.2 Details of the goods and services to be supplied, terms, conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. Tenderers are expected to examine all these details before submitting their tenders.

2.8 Amendments to Tender Enquiry Documents

2.8.1 Purchaser may, at any time prior to the deadline for submission of tenders, for any reason, whether at his own initiative or in response to a clarification requested by a potential tenderer, modify the Tender Documents by issuance of Addenda or Corrigenda. They can be downloaded from the website www.cbec.gov.in; www.dolcbec.gov.in or www.eprocure.gov.in.

2.8.2 All such amendments shall be binding on the tenderer. The tender Documents shall be deemed to be amended only by way of the amendments mentioned above. Any other communication issued to the tenderers shall not be construed as an amendment to the Tender Documents.

2.8.3 In order to give the potential tenderer reasonable time to prepare their tenders as per the amendment, the Purchaser may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

2.9 Clarifications on Tender Enquiry Documents

2.9.1 Prospective tenderers seeking clarifications on the tender document should submit their queries *online* by 25.04.2018 upto 1500 hrs. These queries would be answered in the pre-bid conference. Instructions for submitting online tender is enclosed in Appendix-1.

2.9.2 A Pre-Bid conference will be held on 02.05.2018 at 1430 hrs. in the Conference Hall, Central Revenues Control Laboratory (CRCL), Hill Side Road, IARI Campus, Pusa, New Delhi-110012. Tenderers or their authorized representative(s) may attend the Pre-bid conference. The authorized representative(s) who attend the Pre-Bid Conference should bring with them letters of authority from the tenderer they represent.

2.9.3 All clarifications provided at or in connection with the pre-bid conference shall be uploaded on the departmental website www.cbec.gov.in or www.eprocure.gov.in and these shall become part of the tender document. No queries and requests for clarifications will be entertained after the Pre-Bid Conference.

2.10 Documents Comprising the Tender

2.10.1 The Tender shall be submitted online in two covers, First cover will contain Technical Bid and second cover will contain Price Bid.

2.10.2 Technical Bid i.e. first cover, shall, *inter alia*, contain the following:

- a) Scanned copy of Tender fee as per instructions given in GNIT.
- b) Scanned copy of Earnest money furnished in accordance with clause 2.16.1 of Section-II or, documentary evidence as per clause 2.16.1 of Section-II for claiming exemption from payment of earnest money.
- c) Duly filled-in Tender Form as per Form-1 of Section IX
- d) . Scanned copy of pre- bid pre-contract integrity agreement as per Form-11, Section IX.
- e) Documentary evidence, establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if it's tender is accepted. The documentary evidence needed to establish the tenderers qualifications shall be:
 - (i) In case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorised by the goods manufacturer to quote for and supply the goods to the Purchaser. The tenderer shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Form - 2 of Section IX in this document.
 - (ii) The tenderer has the required financial, technical, production and maintenance capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section VII in this documents.
 - (iii) In case the tenderer is not doing business in India, it is duly represented by an agent stationed in India fully equipped and able to carry out the required contractual functions and duties of the tenderer including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications.
- f) Documents and relevant details to establish that the goods and the allied services to be supplied by the tenderer conform to the requirement of the tender documents. These include documents such as technical data, literature, drawings, etc.
- g) Power of Attorney of firm / resolution of Board of Directors of company for person or persons authorized to sign the Tender;
- h) Power of Attorney / Authorization letter by the Manufacturer to Indian company/ firm/ representative to represent the Manufacturer in India;
- i) Copies of documents defining constitution and legal status of the tenderer;
- j) Documents indicating arrangements with the OEM (if the Tenderer is not an OEM itself);
- k) Copies of fax messages and letters sent and received during the Tender period;
- l) Certified published annual reports for the last three years showing the turnover and financial results of the Tenderer;
- m) Documentary proof to show that the tenderer has supplied the number of quoted instruments during the past three years in India or abroad;
- n) Documentary proof to show that the tenderer has maintained number of instruments per year under warranty/AMC in India during the past three years;
- o) Documents indicate the arrangements in regard to maintenance during warranty and post warranty periods; including copies of documents long-term agreement between the tenderer and the maintenance entity, if any.

- p) Performance certificates for the offered equipment/ instruments from the existing users in India.
- q) An undertaking to the effect that the Price bid does not contain any conditions whatsoever of the price demanded for sale.
- r) An undertaking to the effect that the Tenderer/OEM have not been banned or suspended from Government transactions due to any reason including corrupt and fraudulent practices.

Please Note –

1. The tender is required to be submitted online by a person having digital signature issued by any Certifying Agency. If the tender submitted by proprietary or partnership firm, all the documents are required to be signed and stamped on every page. In the event of the Tender being submitted by a partnership firm, it should be signed separately by each partner thereof, or in the event of the absence of any partner, it should be signed on his behalf by a person holding a power of attorney authorizing him to do so. Such power of attorney, duly notarized should be submitted with the Tender, and it should clearly mention the registration/ incorporation particulars of the firm. In the case of a company the tender should be signed by person(s) authorized by a resolution of the Board of Directors of the Company. A copy of the relevant resolution, certified by the company Secretary shall be enclosed. Further, in the case of company, Board of Directors needs to authorise individual to obtain digital signature to represent the company. Scanned copy of this authorization is also required to be uploaded.
2. The Tenderers may also enclose with their tenders, technical literature and documents other than requested in tender, as considered necessary by them.

2.10.3 Price bid shall be as per proforma given in Section VIII of the Tender document. **It shall be ensured that Price bid is only submitted online.**

2.10.4 **Indication of the bid price in the Technical bid directly or indirectly will render the entire bid invalid.**

2.10.5 A tenderer, which does not fulfil any of the above requirements and/or gives evasive information / reply against any such requirement, shall be liable to be ignored and rejected.

2.11 Tender currencies

2.11.1 Equipment / Instrument price may be quoted in Indian rupees or in any freely convertible currency. However, the installation and commissioning charges should be quoted in Indian rupees only. Also, price for maintenance services should be quoted in Indian Rupees only. The prices should be quoted both in figures and in words, in such a way that interpolation is not possible.

2.11.2 Commission for Indian Agent, if any payable by the tenderer, should be indicated in the price schedule in Indian Rupees only.

2.11.3 Tenders, where prices are quoted in any other way shall be treated as unresponsive and rejected.

2.12 Contract Price

2.12.1 The Contract Price of the equipment/ instrument shall be the price of equipment/ instrument chargeable for delivery at the place of installation. This price shall be firm and fixed and not subject to any variation except in cases where the rate of applicable taxes payable in India or at the place of delivery

undergoes a change. These taxes shall be paid as per actuals. The contract price shall also include the cost of installation & commissioning, insurance, inspection & survey charges, test and trials, delivery, training, services of manufacturer's for two years warranty period and CCAMC.

2.12.2 If Purchaser is required by Indian Law to deduct or withhold any other taxes or other amounts, the gross amount payable by Purchaser shall be paid after making such deductions or other withholdings. Necessary certificate for the deductions so made will be issued by the Purchaser.

2.12.3 The Contract Price shall not be subjected to any adjustment in respect of rise or fall in the cost of labour, materials, currency rate variation, devaluation or any other matter having implication on the cost of the execution of the Contract and adjustments for subsequent legislation, statute, ordinance, decree, law, regulation that may occur in the country in which the equipment/ instrument is being manufactured.

2.12.4 Further, during the period of delivery systems, in case the supplier delivers equipment/ instrument having same quoted model at less price to any other party (price being the sole consideration in the supply), the contract price will be deemed to have been reduced by the difference between the price offered to the Purchaser and the other party. Any difference in the terms of supply shall be duly accounted in the process.

2.12.5 Centralised Comprehensive Annual Maintenance charges for post-warranty maintenance shall include the cost of spare parts / consumable that will be required to be replaced, inclusive of taxes and duties on such spare parts/ consumables. Goods and Services Tax, as applicable, on the contract charges shall be mentioned separately. GST will be reimbursed as per actual.

2.13 Duties and Taxes

2.13.1 The tenderer shall pay all non-Indian taxes, duties, and levies, lawfully assessed against the Purchaser or the tenderer in pursuance of the contract.

2.13.2 All the duties and taxes paid by the Supplier in India or at the place of delivery will be reimbursed as per actual. No claim, on account of increase in cost of the raw materials due to increase of taxes or duties on such materials, will be entertained.

2.13.3 The tenderer should indicate tentative duties and taxes in the proforma as applicable on the date of opening of technical bids. However, payment of duties and taxes shall be made as per actual and the statutory variations in taxes and duties shall be allowed during the delivery period as agreed in terms of the Contract. The Purchaser shall get the benefit if duties and taxes get reduced and pay extra to the supplier if the same increase. However, the variations shall not apply to any duties or taxes on the raw material/components/inputs.

2.13.4 The Purchaser is not liable to any claim on account of fresh imposition and / or increase of statutory duties or taxes on the raw materials and / or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.

2.13.5 In case the Purchaser finds the duties and taxes mentioned incorrectly, the Purchaser reserves the right to change it to the values considered appropriate and in that event the price quoted by the tenderer shall be adjusted accordingly. If it is felt that the duties were mentioned incorrectly to gain unfair advantage the tender shall be liable to be rejected.

2.13.6 The Supplier shall intimate to the Purchaser the anticipated delivery date of the equipment/ instrument, 30 (Thirty) days in advance of the anticipated date of delivery.

2.14 Terms and Mode of Payment

2.14.1 The detailed terms and mode of payment shall be as under:

| S.No. | Stage | Payment | Documents to be submitted |
|-------|---|--|---|
| 1 | On Installation of equipment/ instrument | 80% of the Basic cost of equipment/ instrument | 1. Supplier’s commercial invoice in duplicate. 2. Installation certificate issued by the user Laboratory (as per Section IX). |
| 2 | On payment of Taxes & Duties | 100% Taxes and Duties | Document showing proof of payment of taxes & duties on equipment/ instrument, duly attested by the appropriate authority. |
| 3 | On Commissioning of equipment/ instrument | Balance 20% of the Basic cost of the equipment/ instrument + other charges, if any | 1. Supplier’s commercial invoice in duplicate. 2. Delivery & Acceptance Certificate as per Section IX. 3. Bank Guarantee equivalent to balance 10% of amount in the Proforma given in Section IX. |

Note: Basic cost of the machine will include Cost of the equipment/ instrument, Commissioning & Installation, Insurance, Freight, Commission of the Agent, if any and Cost for any other value addition.

2.14.2 No advance payment shall be made.

2.14.3 The payment shall be made in the currency / currencies authorised in the contract.

2.14.4 The payment in foreign currency shall be made through Direct Bank Transfer (DBT) in the quoted currency. The rate of exchange shall be the rate on the day of release of payment.

2.14.5 The Supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, as specified

2.14.6 While claiming payment, the Supplier should also certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the Supplier for claiming that payment has been fulfilled as required under the contract.

2.14.7 While claiming reimbursement of duties, taxes etc. actually paid, to be supported by relevant documents, from the Purchaser, as and if permitted under the contract, the Supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the Supplier) shall refund to the Purchaser, the Purchaser’s share out of such refund received by the Supplier. The Supplier shall also refund the applicable amount to the Purchaser immediately on receiving the same from the concerned authorities.

2.14.8 The Bank Guarantee equivalent to balance 10% of amount submitted against release of balance 20% payment shall remain valid till 90 days after the expiry of warranty period.

2.14.9 In case the machine is not attended to in respect to any defect developing during the warranty period and made functional, 10% Performance warranty security deposit and Bank Guarantee submitted against the release of 20% of balance payment shall be forfeited.

2.14.10 All costs, damages or expenses that the Purchaser may have paid to rectify the defects developed will be claimed by the Purchaser from the Supplier as and when they arise. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the Supplier to properly identify such claims. Such claims shall be paid by the Supplier within fifteen days of the receipt of the corresponding bills and if not paid by the Supplier within the said period, the Purchaser may then deduct the amount, from any moneys due or becoming due to him from the Supplier under the contract or may be recovered by actions of law or otherwise.

2.15 Indian Agent

2.15.1 If a foreign tenderer has engaged an Indian agent in connection with its tender, the foreign tenderer, in addition to indicating Indian agent's commission payable by him, if any, in a manner described under GIT sub clause 2.11.2 above, shall also furnish the following information:

- a) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.
- b) The details of the services to be rendered by the agent for the subject requirement.
- c) The Indian agent may also give details of registration with DGS&D, if available.

2.16 Earnest Money Deposit (EMD)

2.16.1 The earnest money is required to protect the Purchaser against the Tenderer's withdrawing or altering its bid during the validity period. Hence EMD amount must accompany with the tender. EMD is required to be submitted at Directorate of Logistics, New Delhi by 24.05.2018 at 1300 hrs. Scanned copy of EMD is required to be uploaded along with Technical bid. Tenderers, who are currently registered and also will continue to remain registered during the tender validity period with Directorate General of Supplies and Disposal or with National Small Industries Corporation (NSIC), New Delhi are exempted from payment of Earnest money. In case the tenderer falls in these categories for the tendered goods, they should furnish certified copy of their registration with these agencies, clearly specifying the details of items for which they are registered.

2.16.2 The earnest money shall be furnished in the form of Bank Guarantee as per format given in Form-3 of Section IX of this document.

2.16.3 The earnest money shall be valid for a period of 45 days beyond the validity period of the tender.

2.16.4 Unsuccessful tenderer's earnest money will be returned, without any interest, to them not later than 45 days after the expiry of the tender validity period. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.

2.16.5 Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender. The successful tenderer's earnest money will be forfeited if it fails to furnish the required performance security within the specified period.

2.17 Tender Validity

2.17.1 The tender shall remain valid for acceptance for a period of 180 days (one hundred eighty days) from the date of tender opening prescribed in the tender document. Any tender valid for a shorter period shall be treated as non-responsive and rejected.

2.17.2 In exceptional cases, the tenderer may be requested by the Purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by e-mail or fax followed by signed hard copy delivered by hand/post/courier. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly.

2.17.3 In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the Purchaser, the tender validity shall automatically be extended up to the next working day.

2.18 Instructions on e-tendering

2.18.1 The Tenderers shall submit their tenders as per Clause 2.10 of this section.

2.18.2 Tender documents may be downloaded from Central Public Procurement Portal (CPPP) website: <https://www.eprocure.gov.in>.

2.18.3 Tender Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.

2.18.4 Tenderers are advised to follow the instructions provided in the “*Instructions to the Tenderers/Contractors for the e-submission of the bids online through the Central Public Procurement Portal for procurement at https://eprocure.gov.in/eprocure/app*”.

2.18.5 The server time (which is displayed on the Tenderers. dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the Tenderers, opening of bids etc. The Tenderers should follow this time during bid submission.

2.18.6 All the documents being submitted by the Tenderers would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.

2.18.7 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

2.18.8 Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

2.18.9 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for the bid opening meetings.

2.18.10 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority or the relevant contact person indicated in the tender.

2.18.11 The Tenderer shall submit his technical bid as per the Tender form (Form-1 of Section IX) along with all necessary enclosures.

2.18.12 The technical bid should not indicate the bid price directly or indirectly. If it is so indicated, the entire bid will be invalid.

2.18.13 The tenderer shall submit his Price Bid strictly as per the Price Schedule given in Section VIII.

2.19 Alteration and Withdrawal of Tender

2.19.1 The tenderer, after submitting its tender, is permitted to alter / modify its tender so long as such alterations / modifications are done within the deadline for online submission of tenders. Any alteration/ modification in the tender thereafter is not permitted.

2.19.2 No tender can be withdrawn after the deadline for online submission of tender and before expiry of the tender validity period. If a tenderer withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the tenderer in its tender.

2.20 Opening of e-Tenders

2.20.1 The Purchaser will open on-line the Technical bids at 1500 hours on 25.05.2018. In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the Purchaser, the tenders will be opened at the appointed time and place on the next working day.

2.20.2 Physical presence of the bidder at the time of opening of tender will not be essential in the e-tendering process. At the appointed time, the bid openers would open the bids online and the details of technical bids offered by the bidders would be known to all on the CPP Portal.

2.20.3 The first cover, i.e. technical bids will be opened first. These bids will be scrutinized and evaluated with reference to parameters prescribed in the tender document. If the details/data given in the technical bids are found in conformity with the technical specifications prescribed in Section V, testing of the models offered by the Tenderers may be carried out to ascertain the actual performance of the equipment/instruments.

2.20.4 The second cover, i.e. price bids of only technically acceptable offers shall be opened and evaluated. All Tenderers whose technical proposals have been found acceptable will be informed about the time and date the opening of the Price Bids.

2.21 Basic Principle

2.21.1 Tenders will be evaluated on the basis of the terms & conditions already incorporated in the tender enquiry document, and amendments, if any based on which tenders have been received and the terms, conditions etc. mentioned by the tenderers in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.

2.21.2 The Purchaser reserves the right to have the financial and other data / credentials claimed by the tenderer verified independently, if necessary by a third party. If the data/ credentials furnished are found to

be incorrect, the Purchaser will reject the particular Tender summarily. The Purchaser also reserves the right to reject any Tender submitted by a party if it comes to know *suo moto* of any adverse reports on the financial condition or credentials of the tenderer.

2.22 Preliminary Scrutiny of Tenders

2.22.1 The tenders will first be scrutinized to determine whether they are complete and meet the essential and important requirements, criteria, conditions, etc. as prescribed in the tender enquiry document. The tenders, which do not meet the basic requirements, are liable to be treated as non-responsive and ignored.

2.23 Minor Infirmary / Irregularity / Non-Conformity

2.23.1 If during the preliminary examination, the Purchaser finds any minor infirmity and/or irregularity and/or non-conformity in a tender, the Purchaser may waive the same provided it does not constitute any material deviation and has no financial impact and, also, does not prejudice or affect the ranking order of the tenderers. Wherever necessary, the Purchaser will convey its observation on such 'minor' issues to the tenderer either online or by registered/speed post etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

2.24 Discrepancy in Prices

2.24.1 If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the Purchaser feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.

2.24.2 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and

2.24.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 2.24.1 and 2.24.2 above.

2.24.4 If, as per the judgement of the Purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of the Purchaser, the tender is liable to be ignored.

2.25 Scrutiny & Evaluation of Tender Technical Bids

2.25.1 Tenders of the Tenderers, who do not meet the required qualification criteria prescribed in Section VII, will be treated as non-responsive and will not be considered further.

2.25.2. The technical bids will be evaluated by the Tender Evaluation Committee (TEC) to assess the following:

- a) Is the bidder eligible and qualified to submit the tenders?
- b) Does the tender conform to all the Instructions to Tenderers?
- c) Are the goods and services offered as per the Schedule of Requirements and Technical Specifications?
- d) Is the proposed set-up for warranty and post-warranty maintenance satisfactory?
- e) Is the bidder capable of providing the goods and services?

2.26 Conversion of tender currencies to Indian Rupees

2.26.1 All quoted prices of the responsive tenderers will be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the B.C. selling exchange rates established by the State Bank of India for similar transactions, as on the date of opening of the Price bid.

2.27 Contacting the Purchaser

2.27.1 From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact the Purchaser for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.

2.27.2 In case a tenderer attempts to influence the Purchaser in his/her decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by the Purchaser.

2.28 Purchaser's Right to accept any Tender and to reject any or All Tenders

2.28.1 The Purchaser reserves the right to accept in part or in full any tender or reject any tender without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers.

2.28.2 The Purchaser reserves the right to disqualify any one or more tenderer on the grounds of national security and public interest.

2.29 Evaluation and Award Criteria

2.29.1 Separate evaluation of Bids received for each type of tendered equipment/ instrument will be carried out.

2.29.2 Technical bids will be evaluated on the basis of information and data provided in the bids as well as the actual performance of the equipment/ instruments being offered. Technical bids of the Tenderers, who fulfil qualification criteria laid down in Section-VII, shall be evaluated first in terms of requirements/specifications given in Section- IV & V of the tender document. If the details/data given in the technical bids are found in conformity with the technical specification prescribed in Section V, testing of the models offered by the Tenderers may be carried out, only wherever found necessary, by the Tender Evaluation Committee to ascertain the actual performance of the equipment/ instrument. Tenderer, will arrange, at his cost, the demonstration of the equipment/ instruments.

2.29.3 The place of performance evaluation will be anywhere in India. In case the Tenderer wishes to temporarily import the equipment/ instruments for demonstration under this tender, he can do so at his own cost, as per procedures laid by Government of India in this regard. The cost of travel, stay, boarding etc. of the members of TEC, if any, for witnessing the performance will be borne by the Purchaser.

2.30 Price Bid

2.30.1 After determining at the technical evaluation stage that the equipment/ instruments offered are in conformity with the requirement and the offer of the Tenderer is found technically suitable; price bids of the Tenderers, whose technical bids are accepted, shall only be opened.

2.30.2 The lowest tenderer (L1) shall be determined on the basis of net cash outflow from the Purchaser in the first Seven years after commissioning and acceptance of the goods. Future cash flows for this purpose shall be converted into “net present values” by using the discounted cash flow procedure @ 9% per annum. The net cash outflow will be as under:

Net cash outflow = (P) + (M);

where (P) = Contract Price of the system; and (M) = Sum of discounted annual maintenance charges for five years.

For calculation of (M) above, payments on account of CCAMC shall be discounted to present values as under:

| Sl. No. | Payments | Discounting factor | Net Present Value |
|---|------------------------------------|--------------------|-------------------|
| | A | B | A / B |
| 1 | 1 st Year CCAMC advance | 1.19 | |
| 2 | 1 st Year CCAMC balance | 1.30 | |
| 3 | 2 nd Year CCAMC advance | 1.30 | |
| 4 | 2 nd Year CCAMC balance | 1.41 | |
| 5 | 3 rd Year CCAMC advance | 1.41 | |
| 6 | 3 rd Year CCAMC balance | 1.54 | |
| 7 | 4 th Year CCAMC advance | 1.54 | |
| 8 | 4 th Year CCAMC balance | 1.68 | |
| 9 | 5 th Year CCAMC advance | 1.68 | |
| 10 | 5 th Year CCAMC balance | 1.83 | |
| Sum of total discounted CCAMC charges (M) | | | |

2.30.3 Based on the stipulations under clause 2.30.2, lowest tenderer will be decided separately for each type of equipment / instrument offered by the Tenderer. Hence, the tenderer may quote for fully quantity of one type or more than one type of tendered equipment / instrument.

2.30.4 Notwithstanding inclusion of CCAMC charges for the evaluation, the Purchaser reserves the right to get the maintenance done from any other service provider. All duties and taxes forming part of the Proforma in Section-VIII will be taken into account for purpose of evaluation of bids.

2.30.5 Subject to clause 28 above, the contract will be awarded to the lowest evaluated responsive tenderer decided by the Purchaser in terms of this clause.

2.31 Notification of Award

2.31.1 Before expiry of the tender validity period, the Purchaser will notify the successful tenderer(s) online as well as in writing, by registered / speed post or by fax/ e-mail. The successful tenderer(s) must furnish to the Purchaser the performance security within twenty one days from the date of the notification in Form-4 of Section IX (details of the performance security are in clause 3.5 of Section - III).

2.32 Issue of Contract

2.32.1 After notification of award, the Purchaser will mail the contract form (Form-5 of Section - IX) to the successful tenderer by registered / speed post for signing.

2.32.2 Within twenty one days from the date of the award, the successful tenderer and Purchaser shall sign contract as per the mutually convenient date.

2.32.3 There shall be a separate contract for maintenance of the system for the post warranty period. The post warranty maintenance requirements are outlined in Section - IV which will form the basis for issue of CCAMC.

2.32.4 Until the contract is signed, the notification of award shall constitute the conclusion of the contract.

2.33 Non-Receipt of Performance Security and Contract by the Purchaser

2.33.1 If the successful tenderer fails to provide performance security within the specified time or fails to sign the contract, his EMD will be forfeited and further actions as deemed necessary by the Purchaser will be taken against him.

2.34 Publication of Tender Result

2.34.1 The name and address of the successful tenderer(s) receiving the contract(s) will be displayed on the notice board of the Directorate of Logistics and also on the web site of the Purchaser www.cbec.gov.in or www.eprocure.gov.in. and www.dolcbec.gov.in

2.35 Process to be confidential

2.35.1 Information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations concerning the award of Contract shall not be disclosed to Bidders or to any other person(s).

2.36 Title and Risk

2.36.1. Title to and risk of the systems shall pass on to Purchaser upon delivery and acceptance thereof by the Purchaser after signing of certificate of delivery and acceptance as provided in Form- 8.

2.37 Integrity Pact

2.37.1 Prospective tenderers have to sign a pre-bid, pre-contract Agreement called the Integrity Pact as per the format given in Form -11 of Section - IX with the purchaser before submitting their tenders and in any case, at least two days prior to the last date for submission of tenders. For this purpose, they should send a letter or fax well in advance seeking a convenient date and time”.

SECTION - III

GENERAL CONDITIONS OF CONTRACT (GCC)

3.1 Application

3.1.1 The following General Conditions of Contract shall be applicable for this purchase.

3.2 Use of contract documents and information

3.2.1 The tenderer shall not, without the Purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the Purchaser in connection therewith, to any person other than the person(s) employed by the tenderer in the performance of the contract emanating from this tender enquiry document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.

3.2.2 The tenderer shall not, without the Purchaser's prior written consent, make use of any document or information mentioned in sub-clause 3.2.1 above except for the sole purpose of performing this contract.

3.2.3 Except the contract issued to the tenderer, each and every other document mentioned in sub-clause 3.2.1 above shall remain the property of the Purchaser and, if advised by the Purchaser, all copies of all such documents shall be returned to the Purchaser on completion of the Supplier's performance and obligations under the contract.

3.3 Patent Rights

3.3.1 The Supplier shall, at all times, indemnify and keep indemnified the Purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the Supplier under the contract for infringement of any right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the Purchaser, the Purchaser shall notify the Supplier of the same and the Supplier shall, at his own expenses take care of the same for settlement without any liability to the Purchaser.

3.4 Country of Origin

3.4.1 All goods and services to be supplied and provided under the contract shall have the origin in India or in the countries with which the Government of India has trade relations.

3.4.2 The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.

3.5 Performance Security

3.5.1 Within twenty one days after the issue of notification of award by the Purchaser, the tenderer, shall furnish performance security to the Purchaser for an amount equal to ten per cent of the total value of the contract. This Security shall remain valid up to 90 days after the date of completion of all contractual obligations by the Supplier, including the expiry of warranty obligations and signing of CCAMC.

3.5.2 The Performance security shall be in the form of Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in Form-4 of Section - IX of this document.

3.5.3 If Tenderer fails to fulfil its obligations in terms of the contract, the amount of the performance security shall be payable to the Purchaser as compensation and the Purchaser can invoke the said Performance Bank Guarantee.

3.5.4 If any amendment is issued to the contract, the Supplier shall, within twenty one days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

3.5.5 Subject to sub-clause 3.5.4 above, the Purchaser will release the performance security without any interest to the Supplier on completion of the Supplier's all contractual obligations including the warranty obligations and signing of the CCAMC.

3.6 Technical Specifications and Standards

3.6.1 The Goods and Services to be provided by the Supplier under this contract shall conform to the technical specifications and quality control parameters mentioned in 'Technical Specification' and 'Quality Control Requirements' under Sections -V and VI of this document.

3.7 Packing and Marking

3.7.1 The tenderer should pack the goods in strong and durable packing which can withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.

3.8 Inspection and Quality Control

3.8.1 The Purchaser and/ or its nominated representative(s) will inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract the cost of the purchaser. The Purchaser shall inform the Supplier in advance, in writing, the Purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose.

3.8.2 The Technical Specification and Quality Control Requirements incorporated in the contract specify the inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the Supplier to the Purchaser's inspecting authorities at no charge to the Purchaser. The cost towards the transportation, boarding and lodging of the Purchaser and/or its nominated representative (s) shall be borne by the Purchaser.

3.8.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the Purchaser's inspecting authorities may reject them and the Supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the Purchaser and resubmit the same to the Purchaser's inspector for conducting the inspections and tests again.

3.8.4 In case the Purchaser seeks pre-despatch inspection of the ordered goods at Suppliers premises, the Supplier shall put up the goods for such inspection to the Purchaser's inspecting authorities well ahead of the contractual delivery period, so that they are able to complete the inspection within the contractual delivery period.

3.8.5 If the Supplier tenders the goods to the Purchaser's inspecting authorities for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, they may carry out the inspection and complete the formalities beyond the contractual delivery period at the risk and expense of the Supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the Purchaser under the terms & conditions of the contract.

3.8.6 The Purchaser's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by Purchaser's representatives during pre-despatch inspection mentioned above.

3.8.7 Goods accepted by the Purchaser and/or its Inspecting authorities at initial inspection and in final inspection in terms of the contract shall in no way dilute Purchaser's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC, Clause 3.14 Section-III.

3.8.8 The Supplier/his Contractor/ sub-contractors shall comply with the provisions of Central Public Works Department's (CPWD) General Conditions of Contracts for Works in regard to site preparation, wherever required. This is a published document and is freely available in the market. It shall be referred and taken note of while making the Bid.

3.8.9 The equipment must fulfil all legal regulations on safety and health requirements (radiation, electrical, electro-magnetic, mechanical, etc.) and shall comply with the Electricity Acts, Rules, Codes & Standards as existing in India.

3.9 Terms of Delivery

3.9.1 Goods shall be delivered by the Supplier in accordance with the terms of delivery specified in the Section - IV.

3.10 Transportation of Goods

3.10.1 The Supplier will arrange transportation of the ordered goods as per its own procedure.

3.11 Insurance

3.11.1 The Supplier shall, in his own interest, insure the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. The Supplier shall be responsible till the entire stores contracted for arrive in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier in its own name and not in the name of the Purchaser or its Consignee.

3.12 Services

3.12.1 The supplier shall provide services as detailed in the Schedule of requirements in Section - IV.

3.12.2 Prices to be paid to the Supplier by the Purchaser for any of the required incidental services, if not already included in the contract price during the placement of the contract, shall be settled and decided in advance by the Purchaser and the Supplier. The Supplier shall certify in the invoice that the charged price do not exceed the contemporary rates charged by them to other customers for similar services.

3.13 Clearance / Receipt of Goods

3.13.1 The Supplier shall make his own arrangements for clearance of goods through customs and their receipt and onward despatch for the site of installation.

3.14 Warranty

3.14.1 The Supplier shall, by signing the contract, gives warranty that the goods supplied under the contract will be brand new, unused and in full accordance with the requirements of the enquiry specifications and incorporate state of art technology with all recent improvements in design and materials unless prescribed otherwise by the Purchaser in the contract. The Supplier further gives a warranty that the goods supplied under the contract shall have no defect arising from design, materials) or workmanship or from any act or omission of the tenderer, that may develop under normal use of the supplied goods under the conditions prevailing in India or at the place of Installation. The Supplier also gives warranty that the goods are not subject to any security, interest, lien or any other encumbrance.

3.14.2 This warranty shall remain valid for 24 months after the goods have been delivered, installed and commissioned at the final destination and accepted by the Purchaser in terms of the contract.

3.14.3 In case of any claim arising out of this warranty, the Purchaser shall promptly notify the same in writing to the Supplier.

3.14.4 Upon receipt of such notice, the Supplier shall, with all reasonable speed and within the time period prescribed in clause 4.11 and 4.12 of Section - IV, repair / replace the defective goods or parts thereof, free of cost, at the ultimate destination. The Supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the Purchaser for such replaced parts/goods thereafter.

3.14.5 If any defect is rectified or defective goods are replaced during the warranty period, the warranty for the rectified/replaced goods shall be extended to a further period of twenty four months from the date of completion of its repair / replacement and the systems starts functioning to the satisfaction of the Purchaser.

3.14.6 If the Supplier, having been notified, fails to rectify/replace the defect(s) within a reasonable period the Purchaser may proceed to take such remedial action(s) as deemed fit by the Purchaser, at the risk and expense of the Supplier and without prejudice to other contractual rights and remedies, which the Purchaser may have against the Supplier.

3.15 Assignment

3.15.1 The Supplier shall not assign to anyone, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Purchaser's prior written permission.

3.16 Sub-contracts

3.16.1 The Supplier shall notify the Purchaser in writing of all sub-contracts awarded under the contract. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.

3.16.2 Sub-contract shall be only for bought out items, sub-assemblies & maintenance of goods and not for the goods as a whole.

3.16.3 Sub-contracts shall also comply with the provisions of GCC Clause 3.4 (“Country of Origin”).

3.17 Modification of contract

3.17.1 If necessary, the Purchaser may, by a written order given to the Supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:

- a) Specifications, drawings, design etc. where goods to be supplied under the contract are to be specially manufactured for the Purchaser;
- b) Additions in scope of services to be provided by the tenderer;
- c) Any other area(s) of the contract, as felt necessary by the Purchaser depending on the merits of the case.

3.17.2 In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the Supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the Supplier doesn't agree to the adjustment made by the Purchaser, the Supplier shall convey its views to the Purchaser within twenty one days from the date of the Supplier's receipt of the Purchaser's amendment / modification of the contract.

3.18 Delay in the Supplier's performance

3.18.1 The Supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser in the Schedule of Requirements and as incorporated in the contract.

3.18.2 Subject to the Force Majeure provision under clause 3.22 of this section, any unexcused delay by the Supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the Supplier liable to any or all of the following sanctions:

- i) imposition of liquidated damages,
- ii) forfeiture of its performance security and
- iii) termination of the contract for default.

3.18.3 If at any time during the currency of the contract, the Supplier encounters conditions hindering timely delivery of the goods and performance of services, the Supplier shall promptly inform the Purchaser in writing about the same and its likely duration and make a request to the Purchaser for extension of the delivery schedule accordingly. On receiving the Supplier's communication, the Purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of Supplier's contractual obligations by issuing an amendment to the contract.

3.18.4 When the period of delivery is extended due to unexcused delay by the Supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:

- (a) The Purchaser shall recover from the Supplier, under the provisions of the clause 3.19 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
- (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, goods and services tax or on account of any other levies in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
- (c) But nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, goods and services tax or any other levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

3.18.5 The Supplier shall not despatch the goods after expiry of the delivery period. The Supplier is required to apply to the Purchaser for extension of delivery period and obtain the same before despatch. In case the Supplier despatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the Purchaser.

3.19 Liquidated damages

3.19.1 Subject to Clause 3.22 of this Section (Force Majeure), if the Supplier fails to complete the installation and commissioning of the equipment within the time fixed under the contract, the Purchaser shall without prejudice to any other rights and / or remedy as may be available to the Purchaser under the Contract, shall deduct from the Contract price as an agreed Liquidated damages amount @ 1% of value of undelivered goods per week or part thereof until actual delivery or performance, subject to a maximum of 10% of the contract price.

3.19.2 If the delay exceeds two months from the scheduled date of supply, the Purchaser shall have the right to terminate the contract at the risk and cost of the Supplier.

3.19.3 The amount of Liquidated damages may be adjusted or set-off against any sum payable to the Supplier under this or any other contract with the Purchaser.

3.20 Termination for default

3.20.1 The Purchaser may, without prejudice to any other contractual rights and remedies available to it (the Purchaser), by written notice of default sent to the Supplier, terminate the contract in whole or in part, if the Supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser under sub-clauses 3.18.3 and 3.18.4 of this Section.

3.20.2 In the event of the Purchaser terminates the contract in whole or in part, pursuant to GCC sub-clause 3.20.1 above, the Purchaser may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the Supplier shall be liable to the Purchaser for the extra expenditure, if any, incurred by the Purchaser for arranging such procurement.

3.20.3 Unless otherwise instructed by the Purchaser, the Supplier shall continue to perform the contract to the extent not terminated.

3.21 Termination for insolvency

3.21.1 If the Supplier becomes bankrupt or otherwise insolvent, the Purchaser reserves the right to terminate the contract at any time, by serving written notice to the Supplier without any compensation, whatsoever, to the Supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Purchaser.

3.22 Force Majeure

3.22.1 Notwithstanding the provisions contained in GCC clauses 3.18, 3.19 and 3.20, the Supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the Supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.

3.22.2 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 brought about at the instance of the Supplier claiming to be affected by such event or which if anticipated or foreseeable, could not be avoided or provided for and which has caused the non-performance or delay in performance. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes and lockouts (not restricted to the establishment of the affected party) and freight embargoes but shall not include the unavailability of funds.

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

3.22.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

3.22.5 In case due to a Force Majeure event the Purchaser is unable to fulfil its contractual commitment and responsibility, the Purchaser will notify the Supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

3.23 Termination for convenience

3.23.1 The Purchaser reserves the right to terminate the contract, in whole or in part for it's (Purchaser's) convenience, by serving written notice on the Supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser. The notice shall also indicate *interalia*, the extent to which the Supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.

3.23.2 The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the Supplier's receipt of the notice of termination shall be accepted by

the Purchaser following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser may decide:

- a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices;
and / or
- b) To cancel the remaining portion of the goods and services and compensate the Supplier by paying an agreed amount for the cost incurred by the Supplier towards the remaining portion of the goods and services.

3.24 Governing language

3.24.1 The contract as well as all correspondence and other documents pertaining to the contract, which the parties exchange, shall be in English.

3.25 Notices

3.25.1 Notice, if any, relating to the contract given by one party to the other, shall be sent by e-mail or fax and confirmed through a signed hard copy delivered by hand/post/courier. The sender shall retain proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

3.25.2 Any and all notices and communications in connection with this Contract shall be in English and shall be addressed as follows, unless and until otherwise advised to the Purchaser at:

**Commissioner
Directorate of Logistics,
Customs and Central Excise
4th Floor, 'A' Wing, Lok Nayak Bhawan,
Khan Market, New Delhi - 110 511
Phone: 91-11-24693529 Fax: 91-11-24697497**

3.25.3 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

3.26 Resolution of disputes

3.26.1 In the event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Secretary, Department of Revenue, on the recommendation of the Secretary, Department of Legal Affairs ("Law Secretary"), Government of India. The provisions of Arbitration and Conciliation Act, 1996 (No.26 of 1996) shall be applicable to the arbitration. The venue of such arbitration shall be at New Delhi or any other place, as may be decided by the arbitrator. The language of arbitration proceedings shall be English. The arbitrator shall make a reasoned award (the "Award"), which shall be final and binding on the parties. The cost of the arbitration shall be shared equally by the parties to the agreement. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

3.26.2 Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

3.27 Applicable Law and Jurisdiction

3.27.1 The contract shall be governed by the laws of India for the time being in force. Subject to clause 3.26 above (Resolution of disputes), the Courts of Delhi shall have exclusive jurisdiction in all matters or disputes arising under or in respect of this contract.

3.28 General / Miscellaneous

3.28.1 The Supplier shall always accord most favoured client status to the Purchaser vis-à-vis other Purchaser of its machines and shall always give the most competitive price for its machines to the Purchaser.

3.28.2 Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

3.28.3 The Supplier shall notify the Government of India of any material change in their status or that of its Guarantor, in particular, where such change would impact on performance of the obligations under the Contract or the Guarantee(s).

3.28.4 Each member / constituent of the Supplier, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Government for performance of contract / services including that of its Associates / Sub-Contractors under the Contract.

3.28.5 The Supplier shall, at all times indemnify and keep indemnified the Purchaser or an officer or an agent of Purchaser against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Supplier / its Associate / affiliate etc. or for failure or neglect. If any action in court is brought against the Purchaser or an officer or agent of the Purchaser for the failure or neglect on the part of the Supplier to perform any acts, matters, covenants or things under the Contract, the Supplier shall in all such cases indemnify and keep the Purchaser and/or his representative, harmless from all losses damages expenses or decrees arising out of such action.

3.28.6 All claims regarding indemnity including Clause 3.3 and 3.28.5 etc. shall survive the termination or expiry of the Contract.

SECTION - IV

SCHEDULE OF REQUIREMENTS

4.1 Scope of Work

- i) Supply of Five (05) units of **X-Ray Fluorescence Spectrometer** (with accessories, spares, consumables, etc.), including site works (related to installation, as required), and installation & commissioning;
- ii) Obtaining regulatory/statutory clearances, as necessary, and Training of staff of User Commissionerate;
- iii) Maintenance during warranty period of 2 (two) years including supply of spare parts and consumables;
- iv) Centralised Comprehensive Annual Maintenance Contract (hereinafter referred to as CCAMC), for a period of 5 (five) years after completion of warranty period of two years; and
- v) Product Support for ten years after expiry of warranty period and provide upgrades from time to time.

4.2 Delivery Schedule

4.2.1 Equipment/ Instrument should be supplied, installed and commissioned within 6 (six) months from the date of award of order.

4.3 Terms of Delivery

4.3.1 Any loss or damage to the equipment due to mishandling, transportation, till such time the equipment is delivered at the site shall be to tenderer's account. The tenderer shall be responsible for preferring of all claims and make good for the damage of loss by way of repairs and/or replacement of the portion of equipment damaged or lost.

4.3.2 Upkeep of the Equipment/ Instrument till the time of their commissioning and delivery shall be the responsibility of the tenderer. No extra cost for upkeep of machine shall be payable to the supplier if the installation & commissioning of the machine at particular destination(s) is delayed for reasons not attributable to the Govt.

4.3.3 The successful tenderer shall carry out and be responsible to ensure the following: -

- i) Sound packing of the items
- ii) Shipment of the items (import of items, in case of foreign supply)
- iii) Insurance
- iv) Custom clearance/handling of items at port of entry in India or in the place of Installation, if any
- v) Forwarding and transshipment of items up to the destination
- vi) Insurance for inland transportation and payment of duties
- vii) Receipt of equipment at the site
- viii) Installation & commissioning of equipment at the site. (This includes all requisite site works.)
- ix) Maintenance of the equipment during the warranty period
- x) Comprehensive maintenance of the equipment during the post warranty period
- xi) Software up-gradation

4.4 Locations for Commissioning

4.4.1 Locations for installation of Equipment/ Instrument shall be as per the table given hereunder:

| Sl.No. | Place of Installation | Concerned Commissionerate | Name of Instrument & required Quantity for Revenue Laboratories of Govt. of India |
|--------|-----------------------------------|---|---|
| | | | X-Ray Fluorescence Spectrometer |
| 1. | CRCL New Delhi | CRCL New Delhi | 1 |
| 2. | Custom House Laboratory, Chennai | Custom Commissionerate, Chennai | 1 |
| 3. | Custom House Laboratory, Goa | Custom Commissionerate, Goa | 1 |
| 4. | Custom House Laboratory, Kolkata | Custom Commissionerate, Kolkata | 1 |
| 5. | Custom House Laboratory, Vadodara | Customs & Central Excise Commissionerate, Vadodara-II | 1 |

4.5 Facilities by the Purchaser

4.5.1 Purchaser will provide air-conditioned room with instrument platform/ table. Electrical and water connections may also be available, wherever, required. All other provisions for the installation, commissioning and operation of the equipment/ instruments shall be made by the Supplier.

4.6 Site Restrictions

4.6.1 Supplier and his employees shall not trespass beyond the boundary limits of the site on to any adjoining area and the Supplier shall take necessary action to prevent trespassing and shall follow all security regulations and access control as enforced at site by the concern Laboratory, concerned government authorities or their representatives in regard to men & material movement.

4.6.2 It is likely that equipment / instruments being supplied by the Supplier need to be installed in a room / area where already other equipment / instruments are under operation. The Supplier and his employees shall ensure that the operation of existing equipment / instruments is not affected during the installation and commissioning of equipment / instruments under supply. Instructions and guidelines provided by the Laboratory-in-charge/Purchaser's representative shall be adhered to at the site of installation.

4.7 Progress

4.7.1 The Supplier shall submit a detailed Time Bar Chart within 15 days of the placement of order indicating number of activities covering various key phases of manufacturing and installation works such as procurement, manufacturing, despatch etc. The Supplier shall discuss the Bar Chart so submitted with Purchaser and the same after revision by the Purchaser, if any, shall be reviewed and periodical review reports shall be submitted by the Supplier to the Purchaser.

4.8 Product Support

4.8.1 The tenderer must submit an undertaking to give product support for at least 10 years. Indemnity bond shall be furnished for providing product support for the period of 10 years from the date of expiry of warranty period before release of bank guarantee for 10% balance payment.

4.9 Software and Software Upgrades

4.9.1 The Supplier shall agree to provide copies of as-built software in executable code that are installed in the system at all levels. It shall also state the Hardware that needs to be in place for implementation ensuring that the Equipment/ Instrument un-availability is minimal. The Supplier shall also comply and guarantee software upgrades for the service life of the Equipment/ Instrument.

4.9.2 Taking into account the operational requirements of the Purchaser, there may be a need to customize some portion of the software. Supplier should agree for such customization, which is expected to be limited, at no extra cost.

4.9.3 Any software upgrades developed by the Supplier during the warranty and the post warranty period should be made available to the Purchaser at no extra cost and should be delivered and installed in a prompt and efficient manner. The Supplier should install and train the operator with software upgrades.

4.10 General Maintenance Requirements

4.10.1 To offer satisfactory service during warranty period of 2 (two) years the tenderer should either have his own service set-up in India or have an agreement with any indigenous manufacturer/ reputed entity experienced in the field of maintenance of tendered Equipment/ Instruments so that he can be fully associated right from the time the work is awarded till completion of warranty and defects liability period. The indigenous manufacturer/ entities should meet the eligibility criteria laid down in Section VII of this document.

4.10.2 The firm or contractor with whom the tenderer has an agreement for providing warranty maintenance may be involved with operation / maintenance of the equipment ab-initio to enable him to fully comprehend the work. The tenderer must intimate the name of such manufacturer, firm or contractor at the time of submission of tenders and a copy of the agreement between them which is valid for at least five years after end of warranty period should be enclosed to the Technical bid.

4.10.3 The agreement between the tenderer and the contractor should clearly specify that the Equipment/ Instrument manufacturer will give all the necessary technical support including supply of spares/ consumables to the contractor during the maintenance period so that the contractor can provide effective maintenance of the offered Equipment/ Instrument.

4.10.4 If the contractor fails to maintain the Equipment/ Instrument, it shall be the responsibility of the Tenderer/Supplier to undertake or arrange for maintenance at the rates agreed in the contract.

4.10.5 There shall be a separate contract for maintenance for the post-warranty period as distinct for the contract for supply of the equipment/ instrument.

4.11 Warranty Maintenance

4.11.1 Warranty maintenance should include complete equipment/ instrument and accessories.

4.11.2 During warranty period, the Supplier shall set right the machine immediately on receipt of complaint within maximum time limit of 48 hours.

4.11.3 Preventive Maintenance shall be carried out at least once in six months during warranty period.

4.12 Post warranty Maintenance

4.12.1 The scope of CCAMC shall include (a) supply of all accessories, spare parts, consumables & peripherals, (b) periodical preventive visits, (c) unlimited 'on-call' visits to attend to the repairs and breakdowns.

4.12.2 During CCAMC all parts/components shall be repaired / replaced by the contractor. No extra payment for any of the above as in 4.12.1 shall be made.

4.12.3 Full particulars of maintenance service centres and qualified engineering staff should be enclosed to the tender bid.

4.12.4 Maximum time limit for attending to the complaint and making the Equipment/ Instruments operational is 48 hours. Sunday and any other Govt. Holidays will not be included in the maximum time limit prescribed therein for attending and making the equipment operational.

4.12.5 The contractor shall carry out preventive maintenance visits at least once in quarter. However a gap of 10 to 12 weeks shall be maintained between two preventive visits.

4.12.6 50% of CCAMC charges would be paid as advance against a Bank guarantee for the same amount in a Proforma given in Form 6 of Section IX or Account payee Demand Draft / Fixed Deposit Receipt in favour of "PAO, O/o the Pr. C.C.A., C.B.E.C., New Delhi" issued from any scheduled Bank for the same amount. The balance amount would be paid after satisfactory completion of one year and on production of the Verification Reports of the User Commissionerates by the contractor. GST will be paid extra on submission of proof of payment.

4.12.7 If the equipment remains non-operational continuously beyond the maximum time limit prescribed in para 4.12.4 of this Section, a deduction @ 0.5% of CCAMC charges per day for seven days and thereafter @1% of CCAMC charges per day will be made from the maintenance charges for the period (no. of days) during which the equipment remains non-operational. The amount shall be deducted from the annual maintenance charges, at the time of making the final / balance payment.

4.12.8 If the Maintenance Contractor fails to undertake the preventive maintenance visits within the time prescribed in para 4.12.5 above, a sum of 5 % of CCAMC charges shall be deducted at the time of making balance payment. If the Contractor fails to carry out preventive maintenance altogether during a preventive maintenance cycle, 10% of CCAMC charges shall be deducted.

4.12.9 Any dispute or difference in connection with the CCAMC contracts conditions shall also be resolved as per clause 3.26 and 3.27 of GCC.

4.12.10 The price charged by the tenderer shall not exceed the prevailing rates charged by him from others for similar services. While claiming payments the tenderer shall give a certificate to this effect in its each bill.

4.12.11 Performance security equivalent to 5% of the value of the contract shall be submitted by the tenderer at the time of signing CCAMC contract in the form of Account payee Demand Draft / Fixed Deposit Receipts in favour of "PAO, O/o the Pr. C.C.A., C.B.E.C., New Delhi" issued from any Commercial Bank

or Bank Guarantee in the Proforma given in Section X. The Guarantee will remain valid during the currency of the contract.

4.12.12 The Purchaser reserves its right to terminate the maintenance contract at any time without assigning any reason. The tenderer will not be entitled to claim any compensation against such termination. However while terminating the contract, if any payment is due to the contractor for maintenance services already performed in terms of the contract, the same shall be paid to him as per the contract terms.

4.13 Training of Staff

4.13.1 Training is to be provided in the operation & general upkeep of the equipment/ instrument after installation & commissioning at the site. Training should also be imparted on sample analysis. Standard operating procedure (SOP) for the equipment/ instrument should be prepared and provided to the Purchaser's staff at site.

4.13.2 Tenderer shall train 4 to 6 persons every year during warranty and 2 to 3 persons during post-warranty period. The cost for providing such training shall be deemed to have been included within the cost quoted.

4.14 Long Term availability of Spares

4.14.1 The Tenderer shall provide a part catalogue covering complete range of spares/components / consumables for the Equipment / Instruments and support structure.

4.14.2 Comprehensive list of spares shall be indicated in the Technical bid. Tenderer shall also provide recommended list of critical spares and test equipment.

4.15 Printed Terms and conditions of Tenderers

4.15.1 Printed terms and conditions of the tenderer will not be considered as forming part of their tenders. In case terms and conditions applicable to this invitation to tender are not acceptable to any tenderer, their offer is likely to be rejected. The Purchaser shall not be bound to give reasons for his refusal to consider such tenders.

SECTION - V

TECHNICAL SPECIFICATIONS

5.1 General

5.1.1 These specifications shall be read in conjunction with the General Conditions of Contract (Section – III). If these are at variance with general conditions of contract, these will prevail. The technical specifications in this Section are indicative and not exhaustive. Tenderer should offer the advanced and efficient model of Equipment/Instrument.

5.2 Supply Details

5.2.1 Supply of Five (05) units of **X-Ray Fluorescence Spectrometer** complete with accessories, spares, consumables, etc., as specified in this Section.

5.3 General Requirements

5.3.1 The work herein specified shall be performed by fully competent workmen in a thorough professional manner. All materials furnished by the tenderer shall be new, and shall conform to applicable Indian standards or any international standard. The offered equipment/ instrument shall not have been pre-owned, shall be of current generation and of recent manufacture.

5.3.2 The manufacturer shall provide one set of licenced Software of the equipment in CD/USB media, for each Equipment/Instrument. The same shall be handed over to the user Laboratory at the time of conducting Site Acceptance Test.

5.3.3 No-objection certificate (NOC) or Type approval from Atomic Energy Regulatory Board (AERB) of India for the offered Equipment / Instruments deploying X-ray/radiation source or as applicable, will be required to be submitted either with the technical bid, if available, or before placement of the purchase order.

5.4 Specifications of Equipment/Instruments

5.4.1 Specifications of the equipment/instruments required for CRCL are enclosed as Annexure-I

5.4.2 Equipment/ Instrument having better performance specifications will also be accepted, however, without any price preference.

5.5 Equipment/ Instrument Acceptance & Calibration

5.5.1 To check the performance of the equipment/ instrument, after installation and commissioning at site, the Tenderer is required to conduct analysis of Certified Reference Material (CRM) of Narcotics drugs & Psychotropic substances and inorganic compounds. In addition, laboratory samples will be also analysed before acceptance.

5.5.2 Tenderer should have its Application Laboratory in India to provide primary service support, including periodic calibration, as required. Details of the Application Laboratory may be submitted.

5.6 Software

5.6.1 The software offered by the tenderer for Equipment / Instrument must be licensed for life time, not requiring any renewal, and should be supplied with licence key.

5.7 Responsibility for completeness

5.7.1 Any component or part of it or accessories not mentioned in the specification but which are usual or necessary are to be provided by the tenderer without extra charge as to make the equipment complete in all respects to meet the specifications.

5.8 Instruction/Technical Manual

5.8.1 The tenderer shall hand over to the user Laboratory the Instruction /Technical Manuals and one set of spare parts catalogue for all the equipment at the time of conducting Site Acceptance Test. It shall contain full details and drawings of all the equipment, testing, operation, installation and maintenance procedures of the equipment.

5.8.2 After commissioning and initial operation of the equipment, if the instruction manual requires any modification / additions / changes, the modified sheet shall be submitted by the tenderer to the Purchaser.

5.8.3 All manuals and documents shall be in English language and in such a way that a qualified engineer/ technician is able to fully understand and do the preventive as well as breakdown maintenance with the help of these manuals.

SECTION - VI
QUALITY CONTROL REQUIREMENT

6.1 Quality Control

6.1.1 The tenderer shall provide adequate supervision at all stages of design, manufacture, integration/assembly, installation, commissioning, etc. and shall examine all components for accuracy before supply is completed.

6.2 Installation at site

6.2.1 When the Equipment/ Instrument is delivered and assembled at site, representative of the tenderer and the representative(s) of the user Laboratory shall jointly carry out the acceptance tests. The acceptance tests must include installation, inspection of all parameter specified in Section - V.

6.2.2 Besides checking the specified parameters, the tenderer shall also perform trial runs with user Laboratories to demonstrate the operational capabilities of the equipment/ instrument.

6.2.3 When installation of the equipment/ instrument is successfully carried out at the site by the tenderer, an Installation certificate as per Form-7, given in Section - IX, shall be issued by the user Laboratory/ Commissionerate and the licenced Software in CD/ USB media and documents as mentioned in Section - V shall be handed over to user Laboratories.

6.2.4 The user Laboratories shall not delay the issue of Installation certificate contemplated by this clause on account of minor defects in the supply which do not materially affect the use thereof provided that the Tenderer shall undertake to rectify the defect on priority.

6.2.5 In case after the inspection, the equipment/ instrument is accepted but not installed, responsibility for its proper upkeep and maintenance shall dwell on the user Laboratories till the equipment is installed. However, till the time the proper receipt / acknowledgement for delivery/ receipt of the equipment/ instrument is obtained, the responsibility for its proper upkeep and financial liability shall have to be borne by the tenderer.

6.3 Commissioning

6.3.1 After the installation, the equipment/ instrument shall be at the Purchaser's disposal for a trial period of 15 days. If the delivered equipment/ instrument performs in accordance with the agreed specifications and without faults or malfunctions during this period, the equipment/ instrument will be accepted. If not, the faults or malfunctions are to be rectified and a further trial period of 15 days is to be added to permit an additional attempt to meet the contract specifications. Maximum two additional attempts will be given to meet the contract specification. After two additional attempts if the Equipment is not found functioning/ performing properly as per the specification laid out in the tender, the Purchaser may reject the equipment/ instrument. The decision of the Purchaser in this regard shall be final and binding on the tenderer. The loss caused if any due to rejection shall be entirely borne by the tenderer. The tenderer shall return the amount paid to him along with interest @ 12% per annum. The department shall in no case be responsible for any loss of damage that may occur to the rejected stores while these are in its premises.

6.3.2 After commissioning of the equipment/ instrument and completion of Delivery, the user Laboratory will issue a Delivery & Acceptance certificate as per the proforma given in Section - IX, Form - 8.

SECTION - VII
QUALIFICATION CRITERIA

Tenderers who can Bid

7.1 Only those who fulfil the following eligibility as well as the qualifications criteria can submit tenders.

ELIGIBILITY

7.2 To be eligible, the tenderer should have not been banned or suspended from Government transactions due to any reason including corrupt and fraudulent practices.

QUALIFICATION

7.3 Manufacturers of original equipment (OEM) may bid directly.

OR

7.4 Other Tenderers who have an irrevocable long-term (minimum seven years) agreement with an OEM. Terms of transfer of technical know-how or scope of agreement between the collaborators should be clearly spelt out and enclosed with the tender.

OR

7.5 An authorised agency/representative nominated by the OEM may also bid. Relevant documents indicating the tenderer is an authorised agency/representative of the OEM for bid submission shall be enclosed with tender bid. The OEM shall give an undertaking to supply components / parts/ consumables during warranty & post-warranty periods as well as continued supply of components/ spare parts for the period of product support. OEM shall also assure full technical back-up and support in the matter of providing maintenance including software up-gradations. Copy of agreement between OEM and the agency/representative confirming the above requirements and nomination from the OEM for supplying stores shall be enclosed with the tender. Only one nomination from the OEM shall be accepted. *[NB: In the event of the bid submitted by authorised agency/representative nominated by the OEM becoming successful, the contract shall be placed on the OEM, on whose behalf the bid has been made].*

7.6 Average annual turnover of the Tenderer/OEM should be at least **Rs. 5 crores** during last three financial years i.e. April 2014 to March 2017 and should have made profit (profit after tax) in each of these years. Certified and published annual reports of the past three years are to be submitted along with the tender.

7.7 The Tenderer/OEM should have supplied minimum **10 Nos. of X-Ray Fluorescence Spectrometer**, quoted for, in the last three years. Documentary proof for the same should be enclosed.

7.8 The Tenderer/OEM itself or through its authorised agency should have maintained minimum **5 Nos.** of similar type of Equipment/Instrument, in each year, in the past three years in India. A certificate to this effect with documentary proof should be enclosed by the Tenderers along with the Tender Form.

7.9 Only one bid will be accepted from OEM or through other Tenderer having long-term agreement with OEM or through authorised agency/representative nominated by OEM for any type of equipment/ instrument. In case if more than one bid for any type of equipment/ instrument is received from OEM or through other Tenderer having long-term agreement with OEM or through authorised agency/representative nominated by OEM, all such bids shall be summarily rejected.

SECTION – VIII

PART - I : PRICE SCHEDULE

| S. No. | Detail of Cost | Unit Price of Equipment/ Instrument | Quantity (No.) |
|--------|--|--|-------------------|
| 1 | Cost of Equipment/ Instruments (including insurance and freight) in INR or any other free convertible foreign currency | | |
| 2 | Installation and Commissioning charges, if any (chargeable to GST) in Indian Rupee only | | |
| 3 | Customs Duty, as applicable | | |
| 4 | GST, as applicable | | |
| 5 | Any other levies (details to be provided) | | |
| 6 | Total Price of the Equipment / Instruments | | |
| 7 | Grand Total: Unit Price x Quantity | | |

Commission of the agent, if any

| Particulars | Amount (INR) |
|--|--------------|
| Commission of the India agent, if any to be paid by the Supplier, in Indian Rupee only | |

PART - II : CCAMC

Amount in Indian Rupee

| Year of CCAMC | Cost of CCAMC per equipment/ instrument (A) | Total cost of CCAMC B= (A) X Qty. (i.e. no of Equipment/ Instruments) | GST as applicable (C) | Grand Total Cost (B+ C) |
|---|---|---|-----------------------------|----------------------------|
| First Year (after warranty period of two years) | | | | |
| Second Year | | | | |
| Third Year | | | | |
| Fourth Year | | | | |
| Fifth Year | | | | |
| Grand Total | | | | |

SECTION - IX

Form - 1

TENDER FORM

(The technical bid should be as per this form)

(GNIT e-Tender No. 36(AS)/2018 dated 09.04.2018)

Please read the following INSTRUCTIONS carefully before filling up the form.

1. The tenderer should obtain and/or download and carefully examine the above Tender Notice and all its tender enquiry documents (TED), including amendments, if any and unconditionally agree to all the terms and conditions indicated in the tender enquiry documents and subsequent amendments.
2. **The copy of the TED and amendments retained in the records of the Directorate will be deemed authentic in case of any dispute at any stage.**
3. The tenderer should fill in all columns of this Tender Form and enclose supporting documents. The e-tendering process may permit replacement of shortfall documents, e.g., a document which is not legible but no additional documents can be submitted after the tenders are opened. Tenderers should therefore submit whatever documents they wish, in support of their tender along with the tender itself.
4. The following tenders shall be ignored:
 - a) Tenders received without the EMD and processing fee;
 - b) Tenders sent by fax/telex/cable/email/post/personally delivered;
 - c) Tenders submitted by those who do not meet the qualification criteria;
 - d) Tenders that do not meet the basic requirements;
 - e) Tenders which have any shortfall documents and the tenderer does not make up the shortfall within the time specified by the Purchaser;
 - f) Tenders where, in the opinion of the Purchaser, there is an arithmetical inaccuracy in the price bid and the tenderer does not agree with the Purchaser;
 - g) Incomplete tenders.
5. Any tender may be rejected if:
 - a) Tenderer fails to comply with the instructions in the Tender Document;
 - b) The bid price is directly or indirectly indicated in the technical bid;
 - c) The prices are not quoted in the manner indicated in the Tender Document;
 - d) Tender validity is for less than the duration, from the date of opening of tenders, indicated in the Tender Document;
 - e) Tenderer fails to provide required information or provide incorrect information or gives evasive reply to the Purchaser's queries or modify/improve the tender;
 - f) On verification, the data/credentials furnished by the tenderer are found to be incorrect or any adverse report on requisite qualification criteria has come to the knowledge of the Purchaser;
 - g) Tenderer attempts to influence the Purchaser's decision during scrutiny, comparison and evaluation of tenders and award of contract;
 - h) Tenderer amends its tender or impairs or derogates or resile from the tender in any respect within the period of validity of its tender;
 - i) Tenderer is disqualified on the grounds of national security or public interest.
6. The Purchaser is not bound to accept the lowest or any tender that may be received against the above-referred tender enquiry.
7. The Purchaser may accept any tender at any time before the date of expiry of its validity indicated in the tender form or any date up to which its validity is further extended by the tenderer.
8. Until a contract is signed, this tender form submitted by the tenderer read with its acceptance by the Purchaser constitutes a binding contract between them.

Having carefully gone through the above instructions and the TED, we, M/s. _____, the tenderer, agree to all the terms and conditions mentioned in them and hereby, make the following offer to supply goods and perform services as per the Schedule requirements,

delivery schedule and in conformity with all other conditions in the TED and amendments. We will arrange for demonstration of models of the Equipment/ Instrument being offered, within India as per the convenience of the Purchaser.

Tenderer

1. Name of the tenderer _____
2. Address _____
3. Email _____
4. Phone _____ Fax _____
5. Income Tax Permanent Account Number (PAN): _____
6. Name and complete address of the Tenderer's bankers _____
 - a) _____
 - b) _____
7. Name and designation of the person digitally signing and submitting the tender _____
8. Is the person digitally signing and submitting the tender authorised by the tenderer? (Yes/No)
(Please enclose scanned copy of the Board's resolution authorising the person to submit the bids without which the tender will be rejected)
9. Whether business dealings with the tenderer currently stand suspended/ banned by any Ministry/ Department of Govt. of India or any State Govt. (Yes/No)

Qualification

10. Is the tenderer an OEM of the goods being offered? Yes/No
11. Is the tenderer not an OEM, but has an irrevocable long-term agreement (minimum 7 years) with the OEM? (Yes/No)
(If yes, please enclose documents showing terms of transfer of technical know-how or scope of collaboration/ agreement)
12. Is the tenderer an authorised agency / representative duly nominated by the OEM? (Yes/No)
(If yes, please enclose required documents as mentioned in qualification criteria)
13. Turnover of the tenderer during the past three years (in Rs. Crores)
2014-2015 _____
2015-2016 _____
2016-2017 _____
Average _____
(Please enclose certified published annual reports. If the accounts are maintained in some other currency, please give the figures in that currency as well as its conversion at the exchange rate on the date of filling up this form. If the accounts are managed calendar year wise, please provide figures for 2015, 2016 and 2017.)
14. How many Equipment/ Instrument, being offered, has the tenderer supplied during the past three years in India or abroad? _____ *(Please enclose documentary proof)*
15. How many similar Equipment/ Instrument has the tenderer maintained under warranty/CCAMC during the past three years in India? _____ *(Please enclose documentary proof)*

Original Equipment Manufacturer (if different from the tenderer)

16. Name of the OEM manufacturing the Equipment/ Instruments _____
17. Address of the OEM _____
18. Phone _____
19. Fax _____
20. Email _____

Manufacturing company (whether tenderer or another OEM)

21. Does the company manufacturing the offered Equipment/ Instrument have ISO certification for manufacturing such Equipment/ Instrument? _____ (Please enclose copy)
22. Does the company manufacturing the offered Equipment/ Instrument have ISO certification for servicing such Equipment/ Instrument? _____ (Please enclose copy)

Offer

23. The tender is valid up to _____
24. Make & Model Number of the Equipment/ Instrument offered _____

Technical documents to be enclosed

25. Clause-wise response/compliance to requirements specified in *Section-IV, Section-V, Annexure-I and Section-VI* of Tender Document. You may furnish additional information/ explanation, documents, etc., in support of your offer.

Warranty and post-warranty maintenance

26. Do you have your own set up in India to provide the maintenance during warranty period and after warranty period under CCAMC? (Yes/No)

27. If yes, please provide details (in 100 words) including experienced manpower & resources details and enclose relevant documents

28. If answer to question at 26 above is no, do you have any agreement with any other manufacturer or reputed agency to act as Maintenance contractor to provide maintenance during warranty and post warranty period? (Yes/No)

29. If yes, please provide details (in 100 words) and enclose a copy of the agreement, including previous experience and manpower details of the proposed agency in maintenance of similar type of equipment/ instruments.

Documents to be enclosed

30. Have you paid the tender fee of Rs. 5,000/-? (Yes/No)
31. Have you submitted the EMD? (Yes/No)
32. Have you enclosed the following documents? (Yes/No)
 - a. Scanned copy of the DD/ banker's cheque of Rs. 5,000/- (Rupees five thousand only) submitted in the Purchaser's office.(Yes/No)
 - b. Scanned copy of the Bank Guarantee of Earnest money deposit (EMD)(Yes/No)
 - c. Scanned copy of pre-bid pre-contract integrity agreement (Yes/No)
 - d. Documentary evidence to show your eligibility, qualification and capability to provide the goods and services required as per this Tender Document including the establishment to carry out site works & services, installation & commissioning, maintenance and product support. (Yes/No)
 - e. Documents and relevant details to establish that the goods and the allied services offered conform to the requirement of the tender documents.(Yes/No)
 - f. Power of Attorney of firm / resolution of Board of Directors of company for person or persons authorized to sign the Tender ;(Yes/No)
 - g. Power of Attorney / Authorization letter by the Manufacturer to Indian company/ firm/ representative to represent the Manufacturer in India; (Yes/No)

- h. Copies of documents defining constitution and legal status of the tenderer;(Yes/No)
- i. Documents indicating arrangements with the OEM (in the event of a collaborator bidding as per clause 7.4, Section - VII); (Yes/No)
- j. Documents indicating the arrangements between the tenderer and the Maintenance contractor, along with the details of experience & resources the Maintenance contractor possess ;(Yes/No)
- k. Copies of fax messages and letters, if any, sent to and received from the Purchaser during the Tender period;(Yes/No/ There are none)
- l. An undertaking to the effect that the Price bid does not contain any conditions whatsoever of the price demanded for sale. (Yes/No)
- m. Certified published annual reports showing the turnover and financial results. (Yes/No)
- n. An undertaking to the effect that the Tenderer/OEM have not been banned or suspended from Government transactions due to any reason including corrupt and fraudulent practices. (Yes/No)
- o. Documents indicating the past supplies of the offered equipment / instruments. (Yes/No)
- p. Documents indicating the maintenance of similar types of equipment / instruments. (Yes/No)
- q. Confirmation that the clarifications provided vide minutes of pre-bid meeting has been duly considered. (Yes/No)
- r. Performance certificates for the offered equipment/ instruments from existing users in India.
- s. Submissions of `enlistment certificate` from DGS&D/ `registration certificate` from NSIC, as the case may be. (Yes/No/None)
- t. Undertaking to the effect that the offered equipment/ instruments are of current generation and only the equipment/ instruments of recent manufacture will be supplied and not a pre-owned one. (Yes/No)
- u. Confirmation that the offered product will be supported for a period not less than 10 years, after the expiry of the warranty period. (Yes/No)
- v. Any other documents/ technical literature that you consider necessary to strengthen your bid. (Yes/No/None required)

.....
(Signature with date)

.....
(Name and designation)

Duly authorised to sign tender for and on behalf of

Form - 2

MANUFACTURER'S AUTHORISATION FORM

To

.....

.....

(Name and address of the Purchaser)

Dear Sirs,

Ref. Your Tender Enquiry Document No....., dated

We, who are proven and reputable manufacturers of (name and description of the goods offered in the tender) having factories at, hereby authorise Messrs (name and address of the agent) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred tender enquiry documents for the above goods manufactured by us.

We further confirm that no Supplier or firm or individual other than Messrs (name and address of the above agent) is authorised to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred tender enquiry documents for the above goods manufactured by us.

We also hereby extend our full warranty, as applicable as per Clause 3.14 of the General Conditions of Contract, for the goods and services offered for supply by the above firm against this tender enquiry document.

Yours faithfully,

.....

.....

[Signature with date, name and designation]

for and on behalf of Messrs

[Name & address of the manufacturers]

Note : This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.

Form - 3

BANK GUARANTEE FORM FOR EMD

The President of India
Acting through Commissioner
Directorate of Logistics, Customs & Central Excise
4th Floor, Lok Nayak Bhawan
Khan Market, New Delhi - 110 511

Whereas (hereinafter called the “Tenderer”) has submitted its quotation dated..... for the supply of (hereinafter called the “tender”) against the Purchaser’s tender enquiry No. Know all persons by these presents that we of (hereinafter called the “Bank”) having our registered office at are bound unto Commissioner, Directorate of Logistics, Customs & Central Excise, Ministry of Finance, Government of India, 4th Floor, Lok Nayak Bhawan, Khan Market, New Delhi 110 511 (hereinafter called the “Purchaser) in the sum of for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.
Sealed with the Common Seal of the said Bank this..... day of 20.....

The conditions of this obligation are —

- (1) If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the Tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - a) fails or refuses to furnish the performance security for the due performance of the contract or
 - b) fails or refuses to accept or execute the contract.

We hereby irrevocably and absolutely undertake to pay immediately the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of forty five days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

This guarantee will not be discharged due to change in the constitution of the bank or the Tenderer.

.....
(Signature of the authorised officer of the Bank)

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

Seal, name & address of the Bank and address of the Branch

Form - 4

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/BALANCE 10% PAYMENT

To
The President of India
Acting through
The Director (RL), CRCL, C.B.E.C.,
Department of Revenue,
Ministry of Finance, Government of India

WHEREAS (name and address of the Supplier) (hereinafter called “the Supplier”) has undertaken, in pursuance of contract no..... dated to supply (description of goods and services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the Supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with and due performance of the contract;

AND WHEREAS we have agreed to give the Supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Supplier, up to a total of (amount of the guarantee in words and figures), and we hereby irrevocably and absolutely undertake to pay you immediately, upon your first written demand declaring the Supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the Supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

The Bank guarantee shall be interpreted in accordance with the laws of India.

The Guarantor Bank represents that this Bank Guarantee has been established in such form and with such content that is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

The Bank Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank or the Supplier.

The Bank further undertakes not to revoke this Guarantee during its currency except with the previous express consent of the Purchaser in writing.

The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

This guarantee shall be valid upto and including the day of, 20.....

.....
(Signature with date of the authorised officer of the Bank)

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

Form - 5

CONTRACT FORM

CONTRACT FOR SUPPLY, INSTALLATION AND COMMISSIONING OF

Contract No. _____ dated _____

This contract for **X-Ray Fluorescence Spectrometer (XRF)** is made on this ___ day of ___ 20__ between _____ [hereinafter referred to as "Supplier"] on the one part and the President of _____ India acting through _____ the

_____ (hereafter referred to as the "Purchaser" which shall include his successors in the office and assigns) on the other part.

2. Whereas a Tender NIT No. 36(AS)/2018 dated 09.04.2018 had been floated on behalf of the purchaser and the Supplier had submitted a tender in response and has been awarded the contract vide Notification of award F.No. _____ dated _____, it is hereby, agreed that the Supplier will supply, install, commission **X-Ray Fluorescence Spectrometer** per NIT No. 36(AS)/2018 dated 09.04.2018 on turn key basis and maintain it during the _____ years warranty period and will also maintain for a period of five years under a Comprehensive Annual Maintenance Contract after completion of the warranty period and also provide product support for at least ten years from the date of expiry of the warranty period on the terms and conditions mentioned hereunder and for a price indicated in para 5 of this contract which the Purchaser will pay as per the terms of payment indicated in para 17 of this contract.

3. The following documents shall be deemed to form and be read and construed as part of this contract:

- (i) Purchaser's Tender Enquiry Document No. ____ dated _____.
- (ii) Tenderer's Technical bid dated _____
- (iii) Price bid of the Tenderer
- (iv) General Instructions of the Contract, General Conditions of Contract, Schedule of Requirements, Technical Specifications, Quality Control Requirements, Qualification Criteria as mentioned in tender No. ----- dated -----.
- (v) Manufacturers' Authorisation Form furnished by the Tenderer in its tender
- (vi) Purchaser's Notification of Award F. No. _____ dated _____.
- (vii) Clarification issued by the Purchaser and replies/queries submitted by the Tenderer during pre-bid or during evaluation of bids.

Note: The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under clause 2.2 & 2.3 of Section II - 'General Instructions to Tenderers' of the Purchaser's Tender Enquiry Document shall also apply to this contract.

4. In addition to above documents, following shall also be deemed to form and be read and construed as part of this contract:

- a) Supplier's letter No. _____ dated _____
- b) Purchaser's letter F.No. ____ dated _____
- c) -----

(Reference of all correspondence made with the Supplier with respect to this procurement)

5. Brief particulars of the goods and services

Brief particulars of the goods and services which shall be supplied by the Supplier are as under:

| Brief description of goods / services | Quantity to be supplied | Unit Price excluding duties & taxes | Total price excluding duties & taxes | Terms of delivery |
|---------------------------------------|-------------------------|-------------------------------------|--------------------------------------|-------------------|
| | | | | |

However during the period of contract for delivery of **X-Ray Fluorescence Spectrometer (XRF)**, in case the Supplier delivers the Equipment/Instruments of identical specifications at a less price to any other party (price being the sole consideration in the supply), the contract price will be deemed to have been reduced by the difference between the price offered to the Purchaser and to the other party. Any difference in the terms of supply shall be duly accounted in the process.

6. Centralised Comprehensive Annual Maintenance Contract (CCAMC)

Centralised Comprehensive Annual Maintenance Contract charges for the period of 5 years after the warranty period of 24 months from the date of commissioning of Equipment /Instruments will be payable as under:

| Particulars | CCAMC charges (excluding taxes) per Unit | | | | | | Qty. | Total |
|---------------------------|--|----------------------|----------------------|----------------------|----------------------|-------|------|-------|
| | 1 st year | 2 nd year | 3 rd year | 4 th year | 5 th year | Total | | |
| Equipment/ Instruments | | | | | | | | |
| Grand Total | | | | | | | | |

There shall be a separate contract for maintenance of **X-Ray Fluorescence Spectrometer** for the post warranty period. The post warranty maintenance are outlined in Section - IV of e-tender No. 36(AS)/2018 dated 09.04.2018, which will form the basis of CCAMC.

7. Product Support

The Supplier shall provide product support for 10 years from the date of expiry of warranty period and would be governed by the clause 4.8 of Section-IV of e-tender No. 36(AS)/2018 dated 09.04.2018.

8. Delivery schedule

Commissioning / handing over of **X-Ray Fluorescence Spectrometer** shall be completed within ___ months from the date of Letter of award of the Contract and would be governed as per clause 4.2 of Section-IV of e-tender No. 36(AS)/2018 dated 09.04.2018 and pre-bid clarification issued thereafter on ____ (if any).

9. Performance Security

The Supplier will furnish Performance Security within 21 days after the issue of Notification of award by the Purchaser as per clause 3.5 of Section-III of of e-tender No. 36(AS)/2018 dated 09.04.2018.

10. Technical Specifications

Technical specification of **X-Ray Fluorescence Spectrometer** shall be as per Section -V of of e-tender No. 36(AS)/2018 dated 09.04.2018 and pre-bid clarifications issued thereafter on ____ (if any).

11. Transportation, Insurance & Terms of Delivery

Transportation and Insurance of **X-Ray Fluorescence Spectrometer** shall be as per clause 3.9, 3.10 & 3.11 of Section-III of e-tender No. 36(AS)/2018 dated 09.04.2018.

12. Quality Control & Inspection

The quality control, inspection, tests and trials shall be carried out as per terms & conditions mentioned in clause 3.8, Section – III and section - VI of e-tender No. 36(AS)/2018 dated 09.04.2018.

13. AERB Approval

NOC/Type approval certificate from AERB, wherever applicable, shall be submitted by the Supplier for the model offered of Equipment/ Instruments.

14. Installation & Commissioning

Installation & Commissioning of **X-Ray Fluorescence Spectrometer** will be carried out as per clause 6.2 and 6.3 of Section VI of e-tender No. 36(AS)/2018 dated 09.04.2018.

15. Warranty

The 2 years warranty of **X-Ray Fluorescence Spectrometer** shall be as per clause 3.14 of Section-III and clause 4.10 & 4.11 of Section-IV of e-tender No. 36(AS)/2018 dated 09.04.2018.

16. Availability of AMC Service Providers/Agencies

There should be an extensive services network spread over geographical locations including major cities near the site of installation to attend to any performance related complaint on **X-Ray Fluorescence Spectrometer**.

17. Payment Terms

The term and mode of payment, as provided in clause 2.14 of Section - II of e-tender No. 36(AS)/2018 dated 09.04.2018 and pre-bid clarifications issued thereafter on _____ shall be as under:

| S. No. | Stage | Payment | Documents to be submitted |
|--------|---|--|---|
| 1 | On Installation of equipment/ instrument | 80% of the Basic cost of the equipment/ instrument | 1. Supplier's commercial invoice in duplicate. 2. Installation certificate issued by the user Laboratory (as per Section IX). |
| 2 | On payment of Taxes & Duties | 100% Taxes and Duties | Document showing proof of payment of taxes & duties on equipment/ instrument, duly attested by the appropriate authority. |
| 3 | On commissioning of equipment/ instrument | Balance 20% of the Basic cost of the equipment/ instrument + other charges, if any | 1. Supplier's commercial invoice in duplicate. 2. Delivery & Acceptance Certificate as per Section IX. 3. Bank Guarantee equivalent to balance 10% of amount in the Proforma given in Section IX. |

Note: Basic cost of the machine will include cost of Equipment/Instruments, Commissioning & Installation, Insurance, Freight, if any, and Cost for any other value addition.

The payment shall be made in _____ (currency). The Supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, as specified.

While claiming payment, the Supplier shall certify on the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the Supplier for claiming that payment have been fulfilled as required under the contract. While claiming reimbursement of duties, taxes etc. from the Purchaser, as and if permitted under the contract, the Supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the Supplier) shall refund to the Purchaser, the Purchaser's share out of such refund received by the Supplier. The Supplier shall also refund the applicable amount to the Purchaser immediately on receiving the same from the concerned authorities. The Bank Guarantee equivalent to balance 10% of amount submitted against release of balance 20% payment shall remain valid till 90 days after the expiry of warranty period. In case the machine is not attended to in respect to any defect developing during the warranty period and made functional, 10% Performance security deposit and Bank Guarantee submitted against the release of 20% balance payment shall be forfeited.

18. Paying Authority

The Director, CRCL shall be the paying authority for the procurement of equipments for CRCL and other Revenue Laboratories of Customs & Central Excise in India.

19. Liquidated Damages

If the Supplier fails to complete the installation and commissioning of the equipment within the time fixed under the contract, the Purchaser shall deduct Liquidated Damages as per clause 3.19 of Section III of e-tender No. 36(AS)/2018 dated 09.04.2018.

20. Termination of Contract

The Contract can be terminated in accordance with clauses 3.20, 3.21, 3.23 of Section III of e-tender No. 36(AS)/2018 dated 09.04.2018.

21. Resolution of Disputes

In the event of any dispute or difference arise between the Purchaser and Supplier in connection with or relating to the contract, the parties shall resolve their disputes or differences as per clause 3.26 & 3.27 of Section - III of e-tender No. 36(AS)/2018 dated 09.04.2018.

22. Indemnity

The Supplier shall, at all times, indemnify and keep indemnified the Purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the Supplier under the contract as per clause 3.3 and 3.28.5 of Section - III of e-tender No. 36(AS)/2018 dated 09.04.2018.

23. Training

The training of the staff shall be carried out as laid down in clause 4.13 of Section - IV of e-tender No. 36(AS)/2018 dated 09.04.2018.

24. Modification of Contract

If necessary, the Purchaser may, by a written order given to the Supplier at any time during the currency of the contract, amend this contract as laid out in clause 3.17 of Section - III of e-tender No. 36(AS)/2018 dated 09.04.2018.

25. Performance Guarantee

The supplier will be required to furnish a Performance Guarantee by way of Bank Guarantee within 30 days of signing of contract through a public sector bank for a sum of Rs. i.e. equal to 50% of

the total annual maintenance contract value for first year renewable every year. Performance Bank Guarantee should be valid upto 60 days beyond the end date of contract.

26. Miscellaneous

Other issues, not mentioned in the contract, shall be governed as per the e-tender No. 36(AS)/2018 dated 09.04.2018 and documents mentioned in paragraph 3 & 4 above.

Received and accepted this contract.

(_____)
M/s _____

(Sign & Stamp of Supplier)

(_____)

Customs & Central Excise
For and on behalf of the
President of India

Date: _____
Place: _____

WITNESSES:

1.

2.

WITNESSES:

1.

2.

Form - 6

BANK GUARANTEE PROFORMA FOR ADVANCE PAYMENT FOR CCAMC CHARGES

(On Non-judicial stamp paper of an appropriate value)

To
The President of India
Acting through the Director (RL),
CRCL, C.B.E.C., Department of Revenue,
Ministry of Finance, GOI

Dear Sir,

We _____ (name & address of bank) hereby refer to the Centralised Comprehensive Annual Maintenance Contract (hereinafter referred to as **CCAMC**) dated _____ between the _____, (hereinafter referred to as **“the Directorate”**) in terms of the tender No. _____ and _____ (hereinafter referred to as **“the Contractor”**) providing in substance for the comprehensive annual maintenance of ____ Equipment/Instruments – as particularized in the said CCAMC. Under the terms of the said CCAMC, the Contractor is required to furnish a bank guarantee for an amount not less than the advance amount extended to him, which shall remain valid till 3 months after closure of the CCAMC period.

In view of the foregoing and pursuant to the terms of the said CCAMC, which is referred to and made a part thereof as full and to the same extent as if copied at length herein, we hereby irrevocably absolutely and unconditionally guarantee to the Directorate, due performance of all the terms and conditions of the CCAMC to the extent of Rs. _____.

This guarantee shall be construed as an irrevocable, absolute, unconditional and direct guarantee of the performance of the CCAMC without regard to the validity, regularity or enforceability of any obligation of the parties to the CCAMC.

The Directorate shall be entitled to enforce this guarantee without being obliged to resort initially to any other security or to any other remedy to enforce any of the obligations herein guaranteed and may pursue any or all of it remedies at one or at different times. Upon default of the CCAMC, we agree to pay to the Directorate on demand and without any demur the sum of Rs. _____ or any part thereof, immediately upon presentation of a written statement by the Directorate that the amount of said demand is due from the Contractor to the Directorate by virtue of breach of performance by the Contractor under the terms of the aforesaid CCAMC. Notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any Court or Tribunal relating thereto, liability under this present guarantee is absolute and unequivocal.

The determination of the amount due under the guarantee shall be in the sole discretion of the Directorate whose decision shall be conclusive and binding on us as guarantor.

It is mutually agreed that the Directorate shall have the fullest liberty without affecting in any manner our obligation hereunder with or without our consent to vary any of the terms of the said CCAMC or to extend the time for performance by the Contractor, from time to time any of the powers exercisable by the Directorate against the Contractor and either to forebear or enforce any of the terms and conditions relating to the said CCAMC and we shall not be relieved from our liability by reasons of any variation or

any extension being granted to the Contractor or for any forbearance, act or omission on the part of the Directorate or any indulgence by the Directorate to the Contractor or by any such matter or thing whatsoever which under the law relating to the sureties would but for this provision have effect of so relieving our obligation.

This guarantee is confirmed and irrevocable and shall remain in effect until _____ and such extended periods, which may be mutually agreed to. We hereby expressly waive notice of any said extension of the time for performance and alteration or change in any of the terms and conditions of the said Centralised Comprehensive Annual Maintenance Contract. This guarantee will not be discharged due to change in constitution of the Bank or the Contractor.

We _____ (Name of the Bank) undertake not to revoke this guarantee during its currency without written consent of the authority.

This guarantee will not be discharged due to change in the constitution of the Bank or the supplier.

Very truly yours,

(Name, Seal & Authorised Signature of the Bank and date)

Form-7

MODEL CERTIFICATE OF INSTALLATION

F.No. _____ Dated _____

1. Reference Contract No. _____ date _____
2. It is certified that
 - a) M/s _____ have delivered the system on _____ (date) and completed Installation and Site Acceptance Test of EQUIPMENT / INSTRUMENTS Model _____ Serial No. _____ to the satisfaction of the Purchaser and user Commissionerate at the designated site _____ (name of the site) on _____ (date).
 - b) Records of SAT is annexed to this Certificate.
 - c) Software in USB/CD media, Instruction Manual & Technical Manual etc. have been taken over (all documents required to be delivered at the time of SAT) and the same are listed in the Annexure enclosed.

For Contractor

For Purchaser

Witness:

Witness:

Signature
Name
Designation
Address
Date

Signature
Name
Designation
Address
Date

FORM - 8

MODEL CERTIFICATE OF DELIVERY AND ACCEPTANCE

F.No. _____ Dated _____

1. Reference Contract No. _____ dated _____
2. It is certified that
 - (a) M/s _____ have completed the delivery of the EQUIPMENT / INSTRUMENTS Model _____ Serial No. _____ on _____ (date) at designated site _____ (name of the site).
 - b) The process of handing / taking over of the aforesaid system, accessories and services specified in the Contract to the satisfaction of the Purchaser, has been completed on _____ (date).
 - c) The aforementioned EQUIPMENT / INSTRUMENTS worked satisfactorily during the trial period of 15 days starting w.e.f. _____ (date) to _____ (date).

For Contractor

For Purchaser

Witness:

Witness:

Signature

Signature

Name

Name

Designation

Designation

Address

Address

Date

Date

Form - 9

CLAIM OF PAYMENT BY THE SUPPLIER

(To be typed and printed on the Supplier's official letter head)

Date.....

The Director (RL),
CRCL, C.B.E.C.,
Department of Revenue,
Ministry of Finance, Government of India

Sir/ Madam,

We claim the following amounts as per contract entered into pursuant to NIT and have enclosed necessary billing documents.

| S. No. | Stage | Amount and currency | Payment | Billing documents enclosed |
|---------------|--------------|----------------------------|----------------|-----------------------------------|
| | | | | |

2. We certify that:

- a) the above payments are claimed strictly in terms of the contract and all our obligations under the contract for claiming them have been fulfilled;
- b) of such taxes and duties claimed, if we get any refund from the tax authorities we will refund the same to you.

Yours sincerely,

(.....)

Form - 10

INFORMATION IN RESPECT OF PREVIOUS SUPPLIES BY BIDDER

Part-I: Summary

| Year/Month | No of Equipment/ Instruments | Clients |
|------------|------------------------------|---------|
| | | |
| | | |

Part-II: Details of each Supply mentioned in Part- I

| | | |
|------|--|--|
| 1.0 | Brief description of equipment/ instrument supplied | |
| 2.0 | Location where installation done | |
| | <ul style="list-style-type: none">• Country• Town(s) | |
| 3.0 | Address of the client | |
| | <ul style="list-style-type: none">• Contact Address• Physical Address• Tel Nos., Fax Nos. & E-mail ID | |
| 4.0 | Client's key contact person(s) | |
| | <ul style="list-style-type: none">• Name(s)• Designation• Telephone & E-mail ID | |
| 5.0 | Project schedule | |
| | <ul style="list-style-type: none">• Commencement date• Completion date• Reasons for delay, if any | |
| 6.0 | Project cost | |
| 7.0 | Third party firm(s) involved with project | |
| | <ul style="list-style-type: none">• Name(s)• Roles and responsibility of the firm• Contact Address• Physical Address• Tel Nos., Fax Nos. & E-mail ID | |
| 8.0 | Scope of supply/service (equipment, site works, maintenance - comprehensive or otherwise, software upgrades, long-term warranty, etc.) | |
| 9.0 | Attach performance certificate from the existing users in India | |
| 10.0 | State any challenges or problems experienced by yourselves during project implementation or do you have any suggestion to make | |

Form - 11
PRE - CONTRACT INTEGRITY PACT

GENERAL

The pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of _____ 2018, between, on one hand, the President of India acting through Dr./Shri/Smt. _____, Commissioner, Directorate of Logistics, Department of Revenue, Ministry of Finance, Government of India (hereinafter called the “Purchaser”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Dr./Shri/Smt. _____ (Designation) (hereinafter called the “Tenderer” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the Purchaser proposes to procure **Five** units of **X-Ray Fluorescence Spectrometer (XRF)** and the Tenderer is willing to offer/ has offered the stores, and,

WHEREAS the Tenderer is a private company/public company/Government undertaking/partnership/registered import-export agency, constituted in accordance with the relevant law in the matter and the Purchaser is a Ministry/Department of the Government of India, performing its functions on behalf of the President of India,

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the Purchaser to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling Tenderers to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Purchaser will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of Purchaser

1.1 The Purchaser undertakes that no official of the Purchaser, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The Purchaser will, during the pre-contract stage, treat all Tenderers alike, and will provide to all Tenderers the same information and will not provide any such information to any particular Tenderer which could afford an advantage to that particular Tenderer in comparison to other Tenderers.

1.3 All the officials of the Purchaser will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the Tender to the Purchaser with full and verifiable facts and the same is prima facie found to be correct by the Purchaser, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Purchaser and such a person shall be debarred from further dealing related to the contract process. In such a case while an enquiry is being conducted by the Purchaser the proceedings under the contract would not be stalled.

3. Commitments of Tenderers

3.1 The Tenderer commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.2 The Tenderer will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Purchaser, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.3 The Tenderer further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Purchaser or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.4 Foreign Tenderers shall disclose the name and address of agents and representatives and Indian Tenderers shall disclose their foreign principals or associates.

3.5 Tenderers shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/ contract.

3.6 Tenderer further confirms and declares to the Purchaser that the Tenderer is the original manufacturer/integrator/authorised government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Purchaser or any of its functionaries, whether officially or unofficially to the award of the contract to the Tenderer, nor has any amount been paid, promised or intended to be

paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.7 The Tenderer, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Purchaser or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.8 The Tenderer will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.9 The Tenderer will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.10 The Tenderer shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Purchaser as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Tenderer also undertakes to exercise due and adequate care lest any such information is divulged.

3.11 The Tenderer commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.12 The Tenderer shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.13 If the Tenderer or any employee of the Tenderer or any person acting on behalf of the Tenderer, either directly or indirectly, is a relative of any of the officers of the Purchaser, or alternatively, if any relative of an officer of the Purchaser has financial interest/stake in the Tenderer's firm, the same shall be disclosed by the Tenderer at the time of filling of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.14 The Tenderer shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Purchaser.

4. Previous Transgression

4.1 The Tenderer declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Tenderer's exclusion from the tender process.

4.2 The Tenderer agrees that if it makes incorrect statement on this subject, Tenderer can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1 While submitting the bid, the Tenderer shall deposit Earnest Money/ Security Deposit, as in clause 1.4, Section – I, with the Purchaser in the form of Bank Guarantee as per proforma given in tender document.

5.2 The Earnest Money/Security Deposit shall be valid up to a period of 45 days beyond the validity period of the tender.

5.3 In case of the successful Tenderer, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the Purchaser to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the Purchaser to the Tenderer on Earnest Money/ Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the Tenderer or any one employed by it or acting on its behalf (whether with or without the knowledge of the Tenderer) shall entitle the Purchaser to take all or any one of the following actions, wherever required:-

- I. To immediately call of the pre contract negotiations without assigning any reason or giving any compensation to the Tenderer. However, the proceedings with the other Tenderer(s) would continue.
- II. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the Purchaser and Purchaser shall not be required to assign any reason therefore.
- III. To immediately cancel the contract, if already signed, without giving any compensation to the Tenderer.
- IV. To recover all sums already paid by the Purchaser, and in case of an Indian Tenderer with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a Tenderer from a country other than India with interest thereon at 2% higher than the LIBOR (London Inter Bank Official Exchange Rate). If any outstanding payment is due to the Tenderer from the Purchaser in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
- V. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Tenderer, in order to recover the payments, already made by the Purchaser, along with interest.
- VI. To cancel all or any other Contracts with the Tenderer. The Tenderer shall be liable to pay

compensation for any loss or damage to the Purchaser resulting from such cancellation/rescission and the Purchaser shall be entitled to deduct the amount so payable from the money (s) due to the Tenderer.

- VII. To debar the Tenderer from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the Purchaser.
- VIII. To recover all sums paid in violation of this Pact by Tenderer(s) to any middleman or agent or broker with a view to securing the contract.
- IX. In cases where irrevocable Letters of credit have been received in respect of any contract signed by the Purchaser with the Tenderer, the same shall not be opened.
- X. Forfeiture of Performance Bond in case of a decision by the Purchaser to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The Purchaser will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the Tenderer or any one employed by it or acting on its behalf (whether with or without the knowledge of the Tenderer), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the Purchaser to the effect that a breach of the provisions of this Pact has been committed by the Tenderer shall be final and conclusive on the Tenderer. However, the Tenderer can approach the Independent Monitor(s) appointed for the purpose of this Pact.

7. Fall Clause

7.1 The Tenderer undertakes that it has not supplied/is not supplying similar product/systems or sub systems at a price lower than that offered in the present bid in respect of any other Ministry/department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the Tenderer to any Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Tenderer to the Purchaser, if the contract has already been concluded.

8. Independent Monitors

8.1 The Purchaser has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and addresses of the Monitors will be indicated).

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the Authority designated by the Purchaser.

8.6 The Tenderer(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Purchaser including that provided by the Tenderer. The Tenderer will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the Tenderer/Subcontractor(s) with confidentiality.

8.7 The Purchaser will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of Purchaser/ Secretary in the Department within 8 to 10 weeks from the date of reference or intimation to him by the Purchaser/Tenderer and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Purchaser or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Tenderer and the Tenderer shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of jurisdiction

The Pact is subject to Indian law. The place of performance and jurisdiction is the seat of the Purchaser.

11. Other Legal Actions

The actions stipulated in this Integrity pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both Purchaser and the Tenderer, including warranty period, whichever is later. In case Tenderer is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at _____ on _____

Purchaser
Name of the Officer
Designation

Deptt./Ministry

Tenderer
Designation of person signing
on behalf of Company

Witness:

Witness:

1. _____

1. _____

INSTRUCTIONS FOR ONLINE BID SUBMISSION

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Click here to Enroll” on the CPP Portal is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.

- 3) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission date and time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original EMD should be submitted at Directorate of Logistics, New Delhi by 24.05.2018 at 1300 hrs. The details of the EMD physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) A standard price bid schedule format has been provided with the tender document to be filled by all the bidders. If the price bid file is found to be modified by the bidder, the bid will be rejected.
- 6) The serve time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

ANNEXURE - I

SPECIFICATIONS FOR X-RAY FLUORESCENCE SPECTROMETER

1. General: Bench top Energy Dispersive X-Ray Fluorescence spectrometer (ED-XRF) for rapid and accurate analysis of different samples such as ores & minerals, metals, chemicals, petroleum products etc. It should be possible to analyze elements ranging from Carbon to Uranium in qualitative, quantitative and standard less modes in powders, solids, liquids and thin film samples. It must conform to various safety regulatory norms and certificates of compliance should be attached with the offer.
2. Concentration Range: From ppm to 100% for all elements in range Carbon to Uranium and for sulfur (0.5 ppm upto 5%)
3. X-Ray Source: Compact ceramic X-ray generator tube having window 75 micron or less with Rhodium/Palladium target for high sensitivity. Minimum X-ray power should be 50kV or more and current 2 milli Ampere or better.
4. Excitation: Direct excitation type.
5. Detector: High resolution Silicon Drift detector (SDD) with resolution less than or equal to 135eV at MnK_α for maximum elemental separation and sensitivity at 90 kcps or better. The detector should have count rate capability of minimum 200Kcps .The detector should be Peltier cooled.
6. Sample Changer: The ED-XRF should have 10 positions or more sample loader with easy to replace secondary safety window in each tray position to minimize instrument downtime, should any liquid (or powder) samples leaks.
7. Sample spinner: It should be equipped with a sample spinner to remove in-homogeneity effects in the sample (solids and pressed pellets).
8. Filters: System should have 6 or more suitable built-in user programmable tube filters to remove affect of any spectral impurity.
9. Sample size: Solids: 25 to 40 mm diameter. Liquids: 10-15 ml.
10. Liquid sample: Liquid sample accessories such as He flushing and sample cups, necessary films (mylar, polypropylene, polyester foils) to be provided.
11. Analysis medium: Medium should be Helium/ vacuum for solid samples and provision for He purging for powder and liquid sample analysis should be available.
12. Electrical Specification: Commercial supply voltage 230V_{±10%}; Frequency 50 HZ _{±2%}.
13. Software: Windows based software package should have the facility for simple routine operation, re-standardization, qualitative, and full quantitative analysis, semi-quantitative (using fundamental parameter method), comprehensive X-ray correction models, ability to store results, monitor QC check sample, display spectrum scans, download calibrations, export data, and simple data back-up routine. The semi-quantitative program should be recalibrated at site, whenever required. It should have in-built self-diagnostics provisions. Software should be original version and licensed for life time. It should be upgradable and also GLP compliance.
14. Setting-up Standards: Should be able to be recalibrated without standard.

15. Safety: System should comply with all relevant safety requirements for radiological protection and must be provided with maximum operator safety. Safety features available on the instrument should be described. The X-Ray tube and detector should be inside radiation enclosure away from the sample loading port. The sample should be transported to X-ray source and detection system with automatic motorized turntable for safety. NOC/ Type approval from Atomic Energy Regulatory Board (AERB) of India for the offered instrument should also be submitted.
16. Spares and Consumables: System should be quoted with necessary spare accessories and consumables for 5 years of operation.
17. Standards:
 1. Certified standards for sulfur (0.5 ppm to 5 %) in petroleum (Mineral, Residual Fuel Oil and Crude Oil) and coal (steam coal, coking coal, coke) samples.
 2. Certified standards for analysis of Silico-manganese, ferro-silicon, stainless steel, bauxite, iron ores.
 All the certified standards must be traceable to NIST.
20. Essential Accessories for Bench Top ED-XRF Installation
 - 1) Grinding mill for fine grinding of powders to 150 micron size complete with 80ml or more tungsten carbide dish and adapter. Spare grinding dishes of chrome steel or other hard materials.(Make & model of grinding mill to be specified).
 - 2) Motorized Hydraulic Press (with manual override) of 25 ton capacity with sample die set for preparing sample pellets using steel rings of 40mm diameter for X-Ray analysis, including 20 Nos. spare sample rings. (Make & model of hydraulic press to be specified).
 - 3) UPS with minimum 2KV rating and back up time of 2 hours. (Make & model of UPS to be specified).
 - 4) Helium gas Cylinder with 2 stage gas regulator with gas purification system to be provided and installed by the vendor. Gas cylinder should be as per BIS with certification.
 - 5) External PC/ Printer: Branded PC with i7, windows software, 1TB HDD, 19 inch LED monitor, 4GB RAM and Laser printer should be supplied along with the instrument.
21. Electric Fusion Bead machine for minimum 30mm dia bead with 1 position unit or more and two set of platinum ware (Crucible, Casting Dish and Tongs) should be supplied. The platinum crucible of capacity should be 25 ml. The Fusion Bead machine should be a bench top type with an Induction Furnace. The flux used for fusion should also be supplied. Specification of the machine should be furnished along with make & model).
22. Optional accessories, if any, may be mentioned along with details of application and necessity.