

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

**E-TENDER ENQUIRY DOCUMENTS FOR
PURCHASE OF 24 Nos. CARAT METERS**

Tender No.: 03(AS)/2017

Dated :19.05.2017

Period during which the tender enquiry document will be available on official website www.cbec.gov.in and <http://eprocure.gov.in> : 19.05.2017 to 05.07.2017

Dead line for seeking clarification : 12.06.2017 up to 1500 Hrs.

Pre-bid Conference : 19.06.2017 at 1430 Hrs at
Directorate of Logistics
Customs & Central Excise
4th Floor, 'A' Wing, Lok Nayak Bhawan
Khan Market, New Delhi – 110 511

Closing date and time for receipt of tenders : 05.07.2017 on 1300 Hrs.

Place of receipt of tenders : On-line Submission on
<http://eprocure.gov.in>

Address for Submission of Tender Fees/EMD : Directorate of Logistics
Lok Nayak Bhawan, 4th Floor
Khan Market, New Delhi – 110 511.

Time and date of opening of tenders : 1500 Hrs. on 06.07.2017

Online opening : on <http://eprocure.gov.in>
Directorate of Logistics, 4th Floor,
'A' Wing, Lok Nayak Bhawan,
Khan Market, New Delhi – 110 511

INDEX

Section No.	Contents	Page No.
Section-I	Notice inviting Tender (NIT)	6
Section-II	General Instructions to Tenderers (GIT)	8
A	PREAMBLE	
1.	Introduction	8
2.	Definitions and Abbreviations	8
3.	Language of Tender	10
4.	Eligible Tenderer	10
5.	Tendering Expense	10
B	TENDER ENQUIRY DOCUMENTS	
6.	Contents of Tender Enquiry Documents	10
7.	Amendments to Tender Enquiry Documents	11
8.	Integrity Pact	11
	Clarifications of Tender Enquiry Documents	11
C	PREPARATION OF TENDERS	
9.	Documents comprising the Tender	12
10.	Tender Currency	14
11.	Contract Price	14
12.	Earnest Money Deposit (EMD)	14
13.	Tender Validity	15
D	SUBMISSION OF TENDERS	
14.	Instructions on e-tendering	15
15.	Alteration and Withdrawal of Tender	16
E	E-TENDER OPENING	
16.	Opening of E-Tenders	16
F	SCRUTINY AND EVALUATION OF E-TENDERS	
17.	Basic Principle	17
18.	Preliminary Scrutiny of Tenders	17
19.	Minor Infirmary/Irregularity/Non-conformity	17
20.	Scrutiny and Evaluation of Tenders Technical Bids	18
21.	Discrepancy In Prices	18
22.	Qualification Criteria	18

23.	Basis for Comparison of Tender	18
24.	Tenderer's capability to perform the contract	18
25.	Contacting the Purchaser	18
G	AWARD OF CONTRACT	
26.	Purchaser's Right to Accept Tender and to Reject any or All Tenders	19
27.	Evaluation and Award Criteria	19
28.	Variation of Quantities at the Time of Award	20
29.	Notification of Award	20
30.	Issue of Contract	20
31.	Non-receipt of Performance Security and Contract by Purchaser	21
32.	Publication of Tender Result	21
Section-III	General Conditions of Contract (GCC)	
1.	Application	22
2.	Use of contract documents and information	22
3.	Patent Rights	22
4.	Country of Origin	22
5.	Performance Security	23
6.	Technical Specification and Standards	23
7.	Packing and Marking	23
8.	Terms of Delivery	23
9.	Transportation of Goods	24
10.	Insurance	24
11.	Spare parts	24
12.	Services	24
13.	Transport / Receipt of Goods	24
14.	Warranty	24
15.	Assignment	25
16.	Sub Contracts	25
17.	Modification of contract	25
18.	Prices	26
19.	Taxes and Duties	26
20.	Terms and Mode of Payment	26
21.	Delay in the Supplier's performance	28

22.	Liquidated Damages	29
23.	Termination for default	29
24.	Termination for insolvency	29
25.	Force Majeure	30
26.	Termination for convenience	30
27.	Governing language	31
28.	Notices	31
29.	Arbitration	31
30.	Applicable Law & Jurisdiction	31
31.	General /Miscellaneous	32
Section-IV	List of Requirements	
1.	Scope of work	33
2.	Delivery Schedule	33
3.	Terms of Delivery	33
4.	Location for Commissioning	34
5.	Progress	35
6.	Product Support	35
7.	General Maintenance Requirement	35
8.	Warranty Maintenance	35
9.	Post Warranty Maintenance	36
10.	Training of the staff	37
11.	Long terms availability of spares	37
Section-V	Technical Specifications	
1.	General	38
2.	Supply Details	38
3.	General Specifications	38
4.	Technical Specifications of Carat meter	38
5.	Documents to be submitted	40
6.	Responsibility for completeness	40
7.	Instruction /Technical Manual	40
8.	Sufficiency of Tender	41
9.	Printed Terms & Conditions of Tenderers	41
Section-VI	Quality Control Requirements	

1.	Quality Control	42
2.	Installation at Site	42
3.	Commissioning	42
Section-VII	Qualification Criteria	
1.	Tenderer who can bid	44
Section-VIII	Price Schedule	
Part I	Price Schedule for Carat Meter	45
Part II	CAMC Charges	45
Section-IX	Questionnaire	46
Section-X	FORMS	
Form 1	Tender Form	47
Form 2	Manufacturer's Authorisation Form	51
Form 3	Bank Guarantee Form for EMD	52
Form 4	Bank Guarantee Form for Performance Security / Balance	53
Form 5	Contract Form	55
Form 6	Bank Guarantee Form for Advance Payment	57
Form 7	Model Certificate of Installation	59
Form 8	Model Certificate of Delivery & Acceptance	60
Form 9	Pre Contract Integrity Pact	61
Section -XI	Instructions for Online Bid Submission	67

Government of India
Central Board of Excise & Customs
Directorate of Logistics
4th Floor, "A" Wing, Lok Nayak Bhawan,
Khan Market, New Delhi 110511
Phone: 24693529, Fax: 24697497

NOTICE INVITING TENDERS (NIT) THROUGH E-PROCUREMENT

Tender No.: 03(AS)/2017

Dated: 19.05.2017

- 1.1 For and on behalf of the President of India, Commissioner, Directorate of Logistics, Customs & Central Excise Ministry of Finance, Dept. of Revenue, the Govt. of India, having its office at 4th Floor, 'A' Wing, Lok Nayak Bhawan, Khan Market, New Delhi – 110 511 invites sealed tenders valid up to 120 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 of following:

Sl. No.	Particulars	Qty.	Earnest Money Deposit
1.	Carat Meters for analysing Gold, Silver, Platinum & other precious metals	24	14,40,000/-

- 1.2 The tender enquiry documents will be available on official website (www.cbec.gov.in) and <http://eprocure.gov.in> from 19.05.2017 to 05.07.2017. Last date for receiving clarification on the tender is 12.06.2017 up to 1500 hrs.
- 1.3 Pre bid conference will be held on 19.06.2017 at 1430 hrs. at office of Directorate of Logistics, 4th Floor, 'A' Wing, Lok Nayak Bhawan, Khan Market, New Delhi.
- 1.4 The tenders will be received up to 1300 hrs on 05.07.2017. The tenders will be opened on-line at 1500 hrs. on 06.07.2017 at Directorate of Logistics, 4th Floor, 'A' Wing, Lok Nayak Bhawan, Khan Market, New Delhi - 110 511.
- 1.5 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>.
- 1.6 Earnest Money Deposit (EMD) in the form of Bank Guarantee for an amount of **Rs. 14,40,000/- (Rupees Fourteen lakhs forty thousand only)** 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 PAO, O/o the Pr. C.C.A., C.B.E.C. payable at New Delhi must reach at the address given below by 05.07.2017 at 13:00 hrs. Tenderers, however, have to attach scanned copies of EMD & Tender fee along with the Technical bid of their e-tender.

Assistant Commissioner/ Deputy Commissioner

Directorate of Logistics
4th Floor, 'A' Wing, Lok Nayak Bhawan,
Khan Market, New Delhi – 110 511.

- 1.7 In the event of any of the above mentioned dates being subsequently declared as a holiday / closed day for the purchase organization, the tenders will be received / opened on the next working day at the appointed time.
- 1.8 The following tenders will be treated as non-responsive and rejected, at the initial stage itself.
(a) Tenders received without the Tender fee
(b) Tenders received without EMD
- 1.9 The undersigned reserves the right to withdraw, split, modify and/or cancel the tender without assigning any reasons whatsoever.

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

SECTION – II
GENERAL INSTRUCTIONS TO TENDERERS (GIT)

A. PREAMBLE

2.1. Introduction

- 2.1.1 The goods and related services required, delivery schedule and destination are given in Section IV “List of Requirements”.
- 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 may result in rejection of its tender.

2.2 Definitions and Abbreviations

- 2.2.1 The following terms and abbreviations used in these documents shall have the meaning as indicated below:
- 2.2.2. Definitions:
- (i) “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. therein
 - (ii) “Consignee” means the person to whom the goods are required to be delivered as specified in the Contract. If the good are required to be delivered to a person as an interim consignee for the purpose of despatch to another person as provided in the Contract then that another person is the consignee, also known as ultimate consignee.
 - (iii) “Day” means calendar day.
 - (iv) “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 and representative of the Purchaser.
 - (v) “Earnest Money Deposit” (EMD) means monetary guarantee to be furnished by a tenderer along with its Tender.
 - (vi) “Goods” means the CARAT METER which the tenderer is required to supply to the Purchaser under the contract.

- (vii) “Integrity Pact” means the pre-bid pre-contract agreement as per the format in Form – 9 which should be signed between the purchaser and the tenderer as required for tenders of Government of India.
- (viii) “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.
- (ix) “L1” means the bidder whose tender is the lowest;
- (x) “Material” means anything used in the manufacture or fabrication of the Carat Meter or its parts / Facility.
- (xi) “Maintenance Contractor” means the contractor entrusted with the responsibility of maintaining the Carat Meter in post warranty period
- (xii) “Performance Security / Security Deposit” means monetary guarantee to be furnished by the successful tenderer for due performance of the terms of contract.
- (xiii) “Purchaser” means the President of India acting through 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.
- (xiv) “Service” 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 and other such obligations of the Supplier covered under the contract.
- (xv) “Specification” means the document / standard that prescribes the requirement with which product or service has to conform.
- (xvi) “Supplier” means the individual, company or the firm supplying the goods and services as per the Tender.
- (xvii) “Technical specification” includes-
- i) Specifications, Drawings, Documents and certificates as referred in Section V
 - ii) Any other details governing the construction, manufacture or supply of stores as may be prescribed in the contract.
- (xviii) “E-Tender/Tender” means quotation/bid submitted online.
- (xix) “Tenderer” means individual, company, firm submitting the tender.
- (xx) “User Commissionerate” means those Offices of the Department under whose jurisdiction the Carat Meters are to be installed, operated and maintained as detailed in clause 4.4 of Section IV

2.2.3 Abbreviations:

“AERB” means Atomic Energy Regulatory Board
“BG” means Bank Guarantee
“CBEC” means Central Board of Excise & Customs
“CCAMC” means Centralised Comprehensive Annual Maintenance Contract
“CD” means Custom Duty
“DGS&D” means Directorate General of Supplies and Disposals
“DP” means Delivery Period
“ED” means Excise Duty
“EMD” means Earnest Money Deposit
“GCC” means General Conditions of Contract
“GIT” means General Instructions to Tenderers
“GOI” means Government of India
“ISO” means International Standard Organization
“LD” means Liquidated Damages
“NIT” means Notice Inviting Tenders.
“OEM” means Original Equipment Manufacturer
“SAT” means Site Acceptance Test
“TED” means Tender Enquiry Document

2.3 Language of tender

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.

2.4 Eligible tenderers

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

2.5 Tendering Expense

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.

B. TENDER ENQUIRY DOCUMENTS

2.6 Content of Tender Enquiry Documents

- 2.6.1 In addition to Section I - Notice Inviting Tender (NIT), the tender enquiry documents include:
- Section II - General Instructions to Tenderers (GIT)
 - Section III - General Conditions of Contract (GCC)
 - Section IV - List of Requirements
 - Section V - Technical Specifications

- Section VI - Quality Control Requirements
- Section VII - Qualification Criteria
- Section VIII - Price schedule
- Section IX - Questionnaire
- Section X -
 - Form 1 - Tender Form
 - Form 2 - Manufacturer's Authorization Form
 - Form 3 - Bank Guarantee Form for EMD
 - Form 4 - Bank Guarantee Form for Performance Security / Balance 10% Payment
 - Form 5 - Contract Form
 - Form 6 - Bank Guarantee Form for Advance Payment
 - Form 7 - Model Certificate of Installation
 - Form 8 - Model Certificate of Delivery and Acceptance
 - Form 9- Pre Contract Integrity Pact
- Section XI - Instructions for Online Bid Submission

2.6.2 Details of the goods and services to be supplied, the 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.

2.7 Amendments to Tender Enquiry Documents

2.7.1 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 prospective tenderer, modify the Tender Documents by issuance of Addenda or Corrigenda. These can be downloaded from the website www.cbec.gov.in and <http://eprocure.gov.in>

2.7.2 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.

2.7.3 In order to give the prospective 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.

2.8 Integrity Pact

2.8.1 Prospective tenderers have to sign a pre-bid, pre-contract Agreement called the Integrity Pact as per the format given in Form – 9 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

2.9 Clarifications on Tender Enquiry Documents

2.9.1 A pre-bid conference will be held on 19.06.2017 at 1430 hrs in the office of the Commissioner, Directorate of Logistics, 'A' Wing, 4th Floor, Lok Nayak Bhawan, Khan Market, New Delhi 110511. Tenderers or their authorized

representative(s) may attend the Pre-bid conference. The authorized representative (s) who attend the Pre-Bid Conference must bring with them letters of authority from the tenderer they represent.

2.9.2 Prospective tenderers seeking clarifications on the tender document should submit their queries *online* by 12.06.2017 up to 1500 hrs. These queries would be answered in the pre-bid conference.

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 and <http://eprocure.gov.in> No queries and requests for clarifications will be entertained after the Pre-Bid Conference.

C. PREPARATION OF TENDERS

2.10 Documents Comprising the Tender

2.10.1 The Tender shall be submitted online in two parts, namely:

Part – I Technical Bid, and
Part – II Price Bid

2.10.2 Technical Bid shall, *inter alia*, contain the following:

- a) Scanned copy of Tender fee in the form of account payee DD / banker's cheque as per instructions given in NIT.
- b) Scanned copy of Earnest money furnished in accordance with clause 2.12.1 of this section or, documentary evidence as per clause 2.12.2 for claiming exemption from payment of earnest money.
- c) Tender Form in accordance with Section – X, Form – I.
- d) 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 tenderer's 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. Tenderer shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section - X in this document.
 - (ii) the tenderer has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in Section VII of tender documents.
- e) 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.

- f) Power of Attorney of firm / resolution of Board of Directors of company for person or persons authorized to sign the Tender. In case of revocation of Power of Attorney or Resolution of the Board during processing of the tender, the tenderer will immediately intimate the same to the Purchaser.
- g) Copies of documents defining constitution and legal status of the tenderer;
- h) Documents indicating long-term arrangement (minimum 10 years) with the OEM (if the bidder is not an OEM itself);
- i) Copies of fax messages and letters sent and received during the Tender period;
- j) Questionnaire as per Section IX
- k) Certified published annual reports for the last three years showing the turnover and financial results of the Tenderer;
- l) Documents as per para 5.7.2 of Section V.

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 authorize 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 and if considered necessary by them.

2.10.3 Price bid shall have the following documents:

- (i) Price of the Carat Meters as per Price schedule Part-I of Section VIII.
- (ii) Price of AMC for five years as per Price schedule Part-II of Section VIII.
- (iii) It shall be ensured that Price Bid is submitted online only.

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 tender, 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.

2.10.6 Tender sent by fax / telex / cable/ e-mail shall be ignored.

2.11 Tender currency

2.11.1 Tender prices for both Carat Meter and its maintenance services should be quoted in Indian rupees only. The price should be quoted both in figures and in words, in such a way that interpolation is not possible.

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

2.12 Contract Price

2.11.1 The Contract Price of the Carat Meter shall be price of the Carat Meter chargeable for delivery at the place of installation. This price shall be firm and fixed inclusive of all taxes and duties and not subject to any variation. The contract price shall also include the cost of Installation & Commissioning, Insurance, Inspection & Survey charges, Test and trials, Delivery, Services of manufacturer for two years warranty period.

2.11.2 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 Earnest Money Deposit (EMD)

2.12.1 The earnest money is required to protect the Purchaser against the risk of the tenderer's unwarranted conduct as amplified under sub-clause 2.12.6 below. Hence, an EMD amount for Rs.14,40,000/- must accompany with the tender. EMD is required to be submitted at Directorate of Logistics, New Delhi by 05.07.2017 at 13:00 hrs. Scanned copy of EMD is required to be uploaded along with the Technical bid.

2.12.2 The tenderer who are currently registered and, also, will continue to remain registered during the tender validity period with Directorate General of Supplies & Disposals or with National Small Industries Corporation, New Delhi are exempted from payment of earnest money. In case the tenderer falls in these categories for the tendered goods/ items, they should furnish certified copy of its valid registration details (with DGS&D or NSIC, as the case may be).

2.12.3 The earnest money shall be furnished in one of the following forms:

- i) Fixed Deposit Receipt
- ii) Bank Guarantee

The fixed deposit receipt shall be drawn on any scheduled commercial bank operating in India, in favour of "PAO, O/o Principal CCA, CBEC, New Delhi".

In case of bank guarantee, the same is to be provided from any such bank as per the format specified under Form – 3 Section X in these documents.

- 2.12.4 The earnest money shall be valid for a period of 45 days beyond the validity period of the tender.
- 2.12.5 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.
- 2.12.6 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.

2.13 Tender Validity

- 2.13.1 The tender shall remain valid for acceptance for a period of 120 days (One hundred twenty days) from the date of tender opening prescribed in the tender document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- 2.13.2 Under certain circumstances, 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 surface mail. 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.
- 2.13.3 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.

D. SUBMISSION OF E-TENDERS

2.14 Instructions on e-tendering

- 2.14.1 The tenderers shall submit their tenders as per Clause 2.10 of this Section.
- 2.14.2 Tenderer documents may be downloaded from Central Public Procurement Portal (CPPP) website <http://eprocure.gov.in>
- 2.14.3 Tender Bids shall be submitted *online* only at CPPP website <https://eprocure.gov.in/eprocure/app>.
- 2.14.4 Tenderers are advised to follow the instructions provided in the "Instruction to the Tenderers/Contractors" for the e-submission of the bids online through Central Public Procurement Portal for procurement at <https://eprocure.gov.in/eprocure/app>. For the convenience of tenderers, a copy

of Instructions is given at Section XI - Instructions for Online Bid Submission.

- 2.14.5 The server time (which is displayed on the Tenderers, dashboard) will be considered at the standard time for referencing the deadlines for submission of the bids by the Tenderers, opening a bids etc. The Tenderers must follow this time during bid submission and are advised to do advance planning and take adequate precautions. Any delay in on-line submission of the bid on account of technical fault of e-procurement site/ system will not be taken cognizance of, if bid is not submitted within due date and time.
- 2.14.6 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.
- 2.14.7 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 2.14.8 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.
- 2.14.9 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.
- 2.14.10 Any query 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.
- 2.14.11 The Tenderer shall submit his technical bid as per the Tender form (Form 1 of Section IX) along with all necessary enclosures.
- 2.14.12 The tenderer shall submit his Price Bid strictly as per the Price Scheduled given in Section – VIII.
- 2.15 Alteration and Withdrawal of Tender**
- 2.15.1 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. Alterations/modifications/ improvements to tenders are not are not permitted after the prescribed deadline.
- 2.15.2 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.

E. E-TENDER OPENING

2.16 Opening of e-Tenders

- 2.16.1 The Purchaser will open the Technical bids at 1500 hours on 06.07.2017. 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.
- 2.16.2 Physical presence of the bidder at the time of opening of tender is not required in the e-tendering process. At the appointed time, the bid openers would open the bids on-line and the details of technical bids offered by the bidders would be known to all on the CPP Portal.
- 2.16.3 The first Part, 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, demonstration/ testing of the models offered by the Tenderers shall be carried out to ascertain the actual performance of the systems.
- 2.16.4 The second Part, 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.

F. SCRUTINY AND EVALUATION OF E-TENDERS

2.17 Basic Principle

- 2.17.1 Tenders will be evaluated on the basis of the terms & conditions already incorporated in the tender enquiry document, 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.
- 2.17.2 The Purchaser reserves the right to have the financial, qualification 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 of the tenderer. Such tenderers may also be black listed.

2.18 Preliminary Scrutiny of Tenders

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

2.19 Minor Infirmary / Irregularity / Non-conformity

If during the preliminary examination, the Purchaser find 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 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 by e-mail or by fax 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. The decision of the purchaser on whether or not the infirmity, irregularity and non-conformity are minor, shall be final.

2.20 SCRUTINY AND EVALUATION OF TENDERS TECHNICAL BIDS

2.20.1 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?

2.20.2 To assist examination, evaluation and comparison of the bids, the Purchaser may at its discretion, request any Tenderer for a clarification/ additional information on its bid. Any clarification/ additional information submitted by a Tenderer in respect to its bid and that is not in response to a request by the Purchaser shall not be considered for purpose of evaluation. The Purchaser's request for clarification and the response shall be in writing. No change in the price and substance of the bid shall be sought or offered or permitted.

2.21 Discrepancy in Prices

2.21.1 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.

2.21.2 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

2.21.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 2.20.1 and 2.20.2 above.

2.21.4 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 fax/registered / speed post. If the tenderer does not agree to the observation of the Purchaser, the tender is liable to be ignored.

2.21.5 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 will be liable for rejection.

2.22 Qualification Criteria

Tenders of the bidders, who do not meet the required qualification criteria prescribed in Section VII, will be treated as unresponsive and will not be considered further.

2.23 Basis for Comparison of Tender

Price bids shall be compared on the basis of the net cash flow calculated by adding the contract price and sum of discounted Annual Maintenance Charges for five years as explained in para 2.26.1

2.24 Tenderer's capability to perform the contract

2.24.1 The Purchaser will, through the above process of tender scrutiny and tender evaluation determine to its satisfaction whether the tenderer, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily.

2.24.2 The above mentioned determination will, inter-alia, take into account the tenderer's financial, technical and production capabilities for satisfying all the requirements of the Purchaser as incorporated in the tender document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the tenderer in its tender as well as such other allied information as deemed appropriate by the Purchaser.

2.25 Contacting the Purchaser

2.25.1 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.

2.25.2 In case a tenderer attempts to influence the Purchaser in his/her decision on scrutiny, comparison and 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.

G. AWARD OF CONTRACT

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

2.26.1 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.

- 2.26.2 The Purchaser reserves the right to split the order in the event that the lowest tenderer is unable to supply the required quantity of the systems. The offer for delivery of balance systems of the same specifications will be made to L2, L3, L4 etc. in that order at the matching price of L1.
- 2.26.3 The Purchaser reserves the right to disqualify any one or more tenderer on the grounds of national security and public interest at any stage during the evaluation of the tenders.

2.27 Evaluation and Award Criteria

- 2.27.1 The L1 for Carat Meters shall be determined as follows:

The lowest tenderer (L1) shall be determined on the basis of net cash outflow from the Purchaser in the first seven years after commissioning. Future cash flows for this purpose shall be converted in to “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 Carat Meters

(M) = Sum of discounted annual maintenance charges for five years

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

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

- 2.27.2 Notwithstanding inclusion of AMC charges for the evaluation, all duties and taxes forming part of the Pro-forma in Section-VIII shall be taken into account for purpose of evaluation of bids.
- 2.27.3 Subject to clause 2.26 above, the contract will be awarded to the lowest evaluated responsive tenderer decided by the Purchaser in terms of this clause.

2.28 Variation of Quantities at the Time of Award

The Purchaser reserves the right to place the order for additional Carat Meters up to 50% of the original quantity mentioned in the Contract at the time of issuing the award. Such order shall be made at the same rate or at a rate negotiated downwardly with the existing vendors considering the reasonability of the rates based on prevailing market condition and the impact of reduction in taxes and duties etc.

2.29 Notification of Award

Before expiry of the tender validity period, the Purchaser will notify the successful tenderer(s) in writing, by registered / speed post or by fax/ telex/cable (to be confirmed by registered / speed post) the acceptance of their tender(s). The successful tenderer(s) must furnish to the purchaser the performance security within twenty one days from the date of the notification (details of the performance security are in clause 3.5 of Section III, GCC).

2.30 Issue of Contract

2.30.1 After notification of award, the Purchaser will mail the contract form to the successful tenderer by registered / speed post for signing.

2.30.2 Within fifteen days from the date of the award, the successful tenderer will return the original copy of the contract, duly signed and dated, to the Purchaser by registered / speed post. Alternatively, the agreement may be signed in the office of the Purchaser within the same time.

2.30.3 There shall be a separate contract for maintenance of the Carat Meter for the post-warranty period. The post-warranty maintenance requirements are outlined in Section IV which will form the basis for issue of AMC.

2.31 Non-receipt of Performance Security and Contract by the Purchaser

Failure of the successful tenderer in providing performance security and / or returning the contract copy duly signed in terms of clauses 2.30 above and Section – III Clause 3.5 shall make the tenderer liable for forfeiture of its EMD and, also, for further actions by the Purchaser against it as warranted by law of land.

2.32 Publication of Tender Result

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 and <http://eprocare.gov.in>

SECTION – III

GENERAL CONDITIONS OF CONTRACT (GCC)

3.1 Application

The General Conditions of Contract incorporated in this section 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

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. The tender will furnish a certificate to the effect that -No litigation is pending before any court in India or abroad. In case any suit/application/WP is filed in future, they will intimate the Purchaser immediately that all costs in respect of litigation shall be borne by them without any interruption in the supply.

3.4 Country of Origin

3.4.1 All goods and services to be supplied and provided for 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 “original” 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 AMC.

3.5.2 The Performance security shall be denominated in Indian Rupees and shall be in one of the following forms:

- a) Fixed Deposit Receipt drawn on any scheduled bank in India, in favour “PAO, O/o Principal CCA, CBEC, New Delhi”;
- b) Bank Guarantee issued by a scheduled bank in India, in the prescribed form as provided in Section X of this document.

3.5.3 If the tenderer fails to fulfil its obligations in terms of the contract, the performance security shall be forfeited.

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 AMC.

3.6 Technical Specifications and Standards

The Goods & Services to be provided by the Supplier under this contract shall conform to the technical specifications mentioned in ‘Technical Specification’ under Sections V of this document.

3.7 Packing and Marking

The tenderer should pack the goods in strong and durable packing so as to insure that goods are received at destination in good condition.

3.8 Terms of Delivery

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

3.9 Transportation of Goods

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

3.10 Insurance

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.

3.11 Spare parts

The supplier shall ensure availability of Spare Parts as per the List of requirements (Section-IV).

3.12 Services

- 3.12.1 The supplier shall provide services as detailed in the List 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. However, such prices shall not exceed the contemporary rates charged by the Supplier to other customers for similar services.

3.13 Transport / Receipt of Goods

The Supplier shall make his own arrangements to transport goods up to the site of installation.

3.14 Warranty

- 3.14.1 The Supplier shall, by signing the contract, give 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 (*except when the design adopted and / or the material used are as per the Purchaser's specifications*) 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. The Supplier also will gives warranty that the goods are not subject to any security, interest, lien and free from all encumbrances.

- 3.14.2 This warranty shall remain valid for 24 months after the goods or any portion thereof as the case may be, have been delivered to the final destination and 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 or within time period prescribed in para 4.8.1 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

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 and maintenance of goods and not for the goods/ items 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 Prices

The supplier shall charge prices for supply of goods and provision of services strictly as per prices quoted in the tender.

3.19 Taxes and Duties

Tenderer shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to the Purchaser.

3.20 Terms and Mode of Payment

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

S. No.	Stage	Payment	Documents to be submitted
1	On Installation of Carat Meter	90% of the cost of the Carat Meter	1. Supplier's commercial invoice in duplicate. 2. Installation certificate issued by the user Commissionerate (as per Section X), Form – 7.
2.	On completion of Delivery	Balance 10% of the cost of the Carat Meter	1. Supplier's commercial invoice in quadruplicate. 2. Delivery & Acceptance Certificate as per Section X, Form - 8. 3. Bank Guarantee equivalent to balance 10% of amount in the Proforma given in Section X, Form – 6.

3.20.2 No advance payment shall be made.

3.20.3 The payment shall be made in the currency authorised in the contract only i.e. Indian Rupees.

- 3.20.4 The Supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, as specified.
- 3.20.5 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.
- 3.20.6 While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty, VAT, customs duty) 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.
- 3.20.7 The Bank Guarantee submitted against release of balance 10% payment shall remain valid till 90 days after the expiry of warranty period.
- 3.20.8 In case the Equipment is not attended to in respect to any defect developing during the warranty period and made functional, 10% Performance warranty security deposit and 10% of the Bank Guarantee submitted against the release of 10% of balance payment shall be forfeited.
- 3.20.9 All costs, damages or expenses that the Purchaser may have paid, for which under the contract the Supplier is liable, will be claimed by the Purchaser from the Supplier regularly as and when they fall due. 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.
- 3.20.10 If the Supplier is not able to submit its bill for the balance payment for want of receipted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:
- (a) The Supplier will make good any defect or deficiency that the consignee(s) may report within six months from the date of dispatch of goods.
 - (b) Delay in supplies, if any, has been regularized.
 - (c) The Supplier furnishes the following undertakings:

"I/We _____ certify that I/We have not received back the Inspection Note duly receipted by the consignee or any

communication from the Purchaser or the consignee about non-receipt, shortage or defects in the goods supplied. I/We agree to make good any defect or deficiency that the consignee may report within three months from the date of receipt of this balance payment.

3.21 Delay in the Supplier's performance

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

3.21.2 Subject to the Force Majeure provision under clause 3.25 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.

3.21.3 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.

3.21.4 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 3.22 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, excise duty, sales tax or on account of any other tax or duty which may be levied 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, excise duty, sales tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

- 3.21.5 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.

3.22 Liquidated damages

- 3.22.1 Subject to Clause 3.25 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 @ 0.5% of value of undelivered goods per week or part thereof until actual delivery or performance, subject to a maximum of 10% of value of balance supply.
- 3.22.2 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.
- 3.22.3 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.

3.23 Termination for default

- 3.23.1 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 3.21.3 and 3.21.4 of this Section.
- 3.23.2 In the event of the Purchaser terminates the contract in whole or in part, pursuant to GCC sub-clause 3.23.1 above, the Purchaser may procure goods and/or services similar to those cancelled at the risk and costs of the supplier, 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.
- 3.23.3 Unless otherwise instructed by the Purchaser, the Supplier shall continue to perform the contract to the extent not terminated.

3.24 Termination for insolvency

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.

25. Force Majeure

3.25.1 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 Contractor 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.

3.25.2 If a Force Majeure situation arises, the Supplier shall notify the Purchaser in writing of such conditions and the cause thereof within ten 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.

3.25.3 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.

3.25.4 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.

3.26 Termination for convenience

3.26.1 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 inter-alia, 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.

3.26.2 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. In such an event, the supplier shall inform the Purchaser details of goods manufactured, on day to day basis. 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.

3.27 Governing language

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

3.28. Notices

3.28.1 Notice, if any, relating to the contract given by one party to the other, shall be sent through e-mail, fax and will be confirmed by sending hard copy through posts. 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.

3.28.2 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.

3.29 Resolution of Disputes

3.29.1 Arbitration

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.

3.29.2 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 prejudices to a final

adjustment in according with such award.

3.30 Applicable Law and Jurisdiction

The contract shall be governed by the laws of India for the time being in force. Subject to clause 3.29 (Resolution of disputes) the court of Delhi shall have exclusive jurisdiction in all matters or disputes arising under or in respect of this contract.

3.31. General / Miscellaneous

- 3.31.1 The Supplier shall always accord most favoured client status to the Purchaser vis-à-vis other Purchaser of its Equipment and shall always give the most competitive price for its Equipment to the Purchaser.
- 3.31.2 Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- 3.31.3 The Supplier / Contractor 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).
- 3.31.4 Each member / constituent of the Supplier / Contractor, 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.
- 3.31.5 The Supplier / Contractor shall, at all times indemnify and keep indemnified the Government of India 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 / Contractor / its Associate / affiliate etc.
- 3.31.6 All claims regarding indemnity including Clause 3.31.5 etc. shall survive the termination or expiry of the Contract.

SECTION - IV
LIST OF REQUIREMENTS

4.1 Scope of Work

- i) Supply of 24 Nos. Carat Meters;
- ii) Installation & Commissioning of the Carat Meters;
- iii) Training of staff;
- iv) Maintenance during warranty period of two years;
- v) Comprehensive Annual Maintenance Service, hereinafter referred to as CAMC, for a period of five years after completion of warranty period of two years;
- vi) Product Support.

4.2 Delivery Schedule

Carat Meters should be supplied, installed and commissioned within 4 (four) 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 under handling, 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 Carat Meter till the time of their commissioning and delivery shall be the responsibility of the tenderer. No extra cost for upkeep of equipment shall be payable to the supplier if the installation & commissioning of the Carat Meter at particular destination(s) is delayed for reasons not attributable to the Govt. The Supplier shall ascertain the readiness of the site from the user Custom House / Commissionerates before despatch of the goods.

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

- i) Sound packing of their items
- ii) Transportation
- iii) Insurance
- iv) Custom clearance and handling of items at Airport of entry in India
- v) Forwarding of items up to the destination
- vi) Insurance for inland transportation
- vii) Receipt of equipment and installation of the same at the site
- viii) Maintenance of the equipment during the warranty period
- ix) Maintenance of the equipment during the post warranty period

4.4 Locations for Commissioning

Locations for installation of 24 Nos. of Carat Meters shall be as per the table given hereunder-

Sl. No.	Consignee Commissionerate	Place of installation	Quantity
1	Ahmedabad Customs	SVP International Airport, Ahmedabad	1
		FPO, Ahmedabad	1
2	Bengaluru Customs	Kempegowda International Airport, Bengaluru	1
		Mangalore International Airport.	1
3	Chennai Customs	Air Cargo Shed of Chennai VII Commissionerate	1
4	Trichy Customs	Airport Trichy	1
		Disposal Customs House, Trichy.	1
5	Delhi Customs	IGI Airport, New Delhi.	1
		ACC Import Commissionerate	1
		FPO, Delhi.	1
6	Delhi Customs (P)	Delhi Customs (P)	1
		International Airport, Amritsar	1
		FPO, Jaipur	1
		Chandigarh International Airport	1
7	Kolkata Customs	NSCB International Airport, Kolkata	1
8	Mumbai – I Customs	FPO	1
9	Mumbai – III Customs	CS International Airport, Mumbai	1
10	Cochin Cus. & Central Excise.	International Airport, Thiruvananthapuram	1
		International Airport, Calicut	1
11	Coimbatore Cus. & Central Excise.	International Airport, Coimbatore	1
12	Hyderabad Cus. & Central Excise.	RG International Airport, Hyderabad.	1
13	Lucknow Cus. & Central Excise.	CCS International Airport, Lucknow	1
14	Pune Cus. & Central Excise.	International Airport ,Pune	1
15	Shillong Customs & Central Excise	Guwahati International Airport	1
		Total	24

4.5 Progress

The Supplier shall submit a detailed Time Bar Chart within one month of the placement of order indicating number of activities covering various key phases such as components/sub-system procurement, manufacturing, quality assurance, inspection, testing, despatch, clearances, 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.

4.6 Product Support

The tenderer must submit an undertaking to give product support for at least 15 years. Indemnity bond shall be furnished for providing product support for the period of 15 years from the date of expiry of warranty period.

4.7 General Maintenance Requirements

4.7.1 To offer satisfactory service during warranty period of two years the tenderer should either have his own service set-up in India or have an agreement with any indigenous manufacturer / reputed contractor experienced in the field of maintenance of Carat Meter so that he can be fully associated right from the time the work is awarded till completion of warranty and defects liability period.

4.7.2 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 Tender.

4.7.3 The agreement between the tenderer and the contractor should clearly specify that the manufacturer will give all the necessary technical support including supply of spares to the contractor during the maintenance period so that the contractor can provide effective maintenance of all the Carat Meter.

4.7.4 If the contractor fails to maintain the Carat Meter, it shall be the responsibility of the Supplier to undertake or arrange for maintenance at the rates agreed in the contract.

4.7.5 There shall be a separate contract for maintenance of Carat Meters for the post warranty period. This Contract shall be signed by the user Commissionerate after expiry of 02 (two) years warranty period on the rates approved in the tender.

4.8 Warranty Maintenance

4.8.1 During warranty period, the Maintenance Contractor shall set right the equipment immediately on receipt of complaint within the time period of 48 hours at all the

locations.

4.8.2 Preventive Maintenance shall be carried out once in 6 months i.e. 4 times during the warranty period of two years.

4.9 Post warranty Maintenance

4.9.1 The scope of CAMC shall include (a) supply of all spare parts, (b) periodical preventive visits, and (c) unlimited “on-call” visits to attend to the repairs and breakdowns.

4.9.2 During CAMC all parts/components shall be repaired / replaced by the contractor. No extra payment shall be made for replacement of parts.

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

4.9.4 Maximum time limit for attending to the complaint and making the Carat Meter operational shall be 48 hours for all the locations. Sunday and any other Govt. Holidays will not be included in the maximum time limit prescribed therein for attending and making the equipment operational.

4.9.5 The contractor shall carry out preventive maintenance visits at least once in a quarter. However a gap of 10 to 14 weeks shall be maintained between two preventive visits.

4.9.6 50% of CAMC charges would be paid as advance against a Bank guarantee for the same amount in a Proforma given in Section X 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. Service Tax & Cess will be paid extra on submission of proof of payment.

4.9.7 If the equipment remains non-operational continuously beyond the max. time limit prescribed in para 4.9.4 of this Section, a deduction @ 0.5% of CAMC charges per day for seven days and thereafter @ 1% of CAMC 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.

4.9.8 If the Maintenance Contractor fails to undertake the preventive maintenance visits within the time prescribed in para 4.9.5 above, a sum @ 5% of CAMC 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, a sum @ 10% of CAMC charges shall be deducted.

4.9.9 Any dispute or difference in connection with the CAMC contracts conditions shall also be resolved as per para 3.29 of GCC.

- 4.9.10 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.
- 4.9.11 Performance security equivalent to 5% of the total value of the contract shall be submitted by the tenderer at the time of signing CAMC 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 Scheduled Commercial Bank or Bank Guarantee in the Proforma given in Section X. The Guarantee will remain valid during the currency of the contract.
- 4.9.12 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.

4.10 Training of Staff

Tenderer shall train at least 04 persons (to be nominated by the user Commissionerate) for each Carat Meter once in six months, both during warranty and post-warranty periods. The cost for providing such training shall be deemed to have been included within the cost quoted.

4.11 Long Term availability of Spares

- 4.11.1 The Supplier shall provide a part catalogue covering complete range of spares/ components for Carat Meter and accessories.

SECTION – V TECHNICAL SPECIFICATIONS

5.1 General

These specifications shall be read in conjunction with the general conditions of contract. If these are at variance with general conditions of contract, these will prevail. The technical specifications in this Section are indicative and not exhaustive. The tenderer should ensure that the design, material and capacities of the equipment offered are suitable for testing the purity of gold, silver, platinum and other precious metals along with the impurities.

5.2 Supply Details

Supply of 24 Nos. Carat Meters as specified in this Section, complete with spares and accessories.

5.3 General Specifications

5.3.1 The tenderer shall provide Carat Meters, in accordance specifications detailed herein.

5.3.2 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.

5.3.3 The manufacturer shall provide one set of Software of the equipment in electronic media, calibration standards, sample holding fixtures, spares, etc. for each Carat Meter. The same shall be handed over to the user Commissionerate at the time of conducting Site Acceptance Test.

5.4 Technical Specifications of Carat Meter

5.4.1 Specification better than the below mentioned will also be acceptable, albeit without any price preference.

S. No.	Parameter	Requirements
(i)	Detection Range	: Carat Meter should be capable of determining the actual contents of gold, silver, platinum and other precious metals utilizing non-destructive methods. Range of elements that could be detected should be specified.
(ii)	Accuracy/ Test precision	: 99.9% (error not more than $\pm 0.1\%$).
(iii)	Collimator	: At least four collimators ranging from 0.2 mm to 2 mm with programmable motorized control.
(iv)	Focusing	: Should automatically focus on the sample without the need for adjustment by way of lowering and raising the sample. Arrangement to focus on desired spot on the sample with true colour video image should be provided. Instrument should also have manual focusing arrangement for focusing

- of measurement areas on indentations etc.
- (v) Measurement range : 1 – 99.9%.
 - (vi) Detector : High resolution Si-PIN semi-conductor diode.
 - (vii) X-ray tube : High performance, micro-focus, adjustable voltage setting to optimise application. Should have filters for adjusting primary radiation as per the application.
 - (viii) Working Temperature : 5° to 50° Celsius.
 - (ix) Humidity : 0-95% non-condensing.
 - (x) Cooling : Carat Meter should be equipped with adequate cooling arrangement so that temperature fluctuation does not affect the equipment performance.
 - (xi) Power requirement : The equipment should be designed to work on 230 V AC, 50 Hz mains supply. Carat Meter should be able to withstand voltage fluctuation in the range of 170V to 260V & mains frequency fluctuations in the range of 49.5 Hz. to 50.5 Hz.
The equipment should have protection device such as CVT / automatic voltage stabilizer/ UPS to guard against heavy fluctuation of voltage or any other transients.
 - (xii) Radiation Safety : The Carat Meter must comply with requirements of health and safety regulations with regard to radiation hazards. Details of radiological safety features provided on the carat meters should be given.
The Tenderer shall submit the type approval certificate from Atomic Energy Regulatory Board, Govt. of India, for the radiological safety for the product offered along with Technical bids as mentioned in clause 5.5 (viii) of this Section.
 - (xiii) Accessories : Latest PC configuration (as minimum – Intel i7 processor, 8GB RAM, 500GB Hard disk, LCD monitor) with licensed operating platform of current generation, Ink jet printer, etc.
 - (xiv) Calibration standards : Carat meter shall also be provided with standard elements, for full range of purity, required for the periodic calibration. The calibration standards used should have traceability to National or International standards.
 - (xv) Software : Software should be able to provide both qualitative and quantitative analysis and indicate the purity of the elements in terms of % as well as in carat. Should be able to give warning, if different unknown elements are present during quantitative measurement. Should have database and statistical functions these functions for long term storage of readings, display and printout of single readings as well as statistical evaluation of the measurement data in the form of block results or final results. Software should be upgradable.
 - (xvi) Plating/ Coating alerts : Carat meter should be capable of giving alerts while measuring and analyzing a precious metal plated/ coated with some other metal. Capable to analyse

the base material composition under the plating/coating and also to indicate thickness of plating/coating. Capabilities of said detections should be provided.

- (xvii) Stabilization & testing time : Time required by the carat meter to be ready for testing the sample after it is switched-on should not be more than 30 minutes and time required to complete testing not more than 3 minutes.
- (xviii) Measuring arrangement : Calibrated measuring distance range of 0-20 mm for checking on inner surfaces or recessions of the samples.

5.5 Documents to be submitted

Tenderers shall submit the following documents in the Technical Bid:

- i) Principle of operation of the proposed equipment /model.
- ii) Comprehensive details of the equipment hardware and also capabilities of software of the Carat Meter.
- iii) Comprehensive list of spares and also list of critical spares.
- iv) Power requirements of the entire equipment in Watts / VA at 230V 50 Hz mains input.
- v) Environmental & space requirement for the proposed equipment.
- vi) ISO 9001 certification or an equivalent issued in favour of the Tenderer whose product is being proposed against this tender.
- vii) Minimum guaranteed life of: (a) Carat Meter as a whole, and (b) X-Ray source in particular
- viii) Type approval from Atomic Energy Regulatory Board, Govt. of India, for the product offered to be submitted within one months of opening of Technical bids.
- ix) Specification Brochure supplementing the description/features of the offered equipment.
- x) Clause-wise comments (for the General & technical specifications) by the tenderer in the Technical bid. A confirmation that the tenderer complies with each parameter along with explanation and supporting documents.

5.6 Responsibility for completeness

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.

5.7 Instruction/Technical Manual

5.7.1 The tenderer shall hand over to the user Commissionerate 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.

5.7.2 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.

- 5.7.3 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.

5.8 Sufficiency of Tender

The tenderer shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the schedule of quantities or in bills of quantities which rates and prices shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works.

5.9 Printed Terms and conditions of Tenderers

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 – VI QUALITY CONTROL REQUIREMENTS

6.1 Quality Control

The tenderer shall provide adequate supervision and quality assurance at all stages of component / sub-system procurement, manufacturing, assembly, inspection, testing, etc. for accuracy and correctness before supply is completed.

6.2 Installation at site

6.2.1 When the Carat Meter is delivered and assembled at site, Engineer of the tenderer and representative(s) of the user Commissionerate shall jointly carry out the acceptance tests. The acceptance tests shall include installation, inspection of all technical parameter specified in Section V.

6.2.2 Besides checking the technical parameters, the tenderer shall also perform trial runs with user Commissionerate to demonstrate the operational capabilities of the equipment.

6.2.3 When installation of the Carat Meter shall be successfully carried out at the site by the tenderer, an Installation certificate as per proforma given in Section X shall be issued by the user Commissionerate. Software in electronic media, calibration standards, spares, etc. and documents as mentioned in Para 5.3.3 & 5.7 of Section V shall be handed over to the user Commissionerate.

6.2.4 The User Commissionerate 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 in due course.

6.2.5 In case after the inspection, the equipment is accepted but not installed the responsibility for its proper upkeep and maintenance shall dwell on the user Commissionerate till the equipment is installed. However, till the time the proper receipt / acknowledgement for delivery / receipt of the Carat Meter 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 shall be at the Purchaser's disposal for a trial period of 15 days. If the delivered Carat Meter works in accordance with the agreed specifications and without faults or malfunctions during the same time, the equipment 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 shall be given to meet the contract specification. After two additional attempts if the Equipment will not found functioning properly as per the specification laid out in the tender, the Purchaser may reject the Carat Meter. 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 Carat Meter and completion of Delivery, the user Commissionerate will issue a Delivery & acceptance certificate as per the proforma given in Section X, Form - 8.

SECTION – VII
QUALIFICATION CRITERIA

7.1 Tenderers who can Bid

7.1.1 Manufacturers of original equipment (OEM), may bid directly.

OR

7.1.2 Other manufacturers who have an irrevocable long-term (minimum ten years) MoU 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

7.1.3 An authorised agency/representative nominated by the OEM may also bid. Relevant documents indicating the tenderer is an authorised agency/representative of the OEM shall be submitted in the tender bid. The OEM shall also give guarantee to supply components / parts and assurance for such 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 (for a duration of minimum 10 years) between OEM and the supplier confirming the above requirement and nomination from the OEM for supplying stores shall be enclosed with the tender. Only one nomination from the OEM shall be accepted.

7.1.4 Average annual turnover of the manufacturer of the equipment [OEM] should be at least Rs. 10 Crores during each of the last three financial years i.e. April 2014 to March 2017. It should be a going concern with positive net worth. Certified and published annual reports of the past three years are to be submitted along with the tender.

7.1.5 The bidder should have supplied at least 48 Carat Meters in the past three years. A certificate to this effect with documentary proof should be enclosed by the Tenderers along with the Tender Form.

7.1.6 The tenderer should have maintained in India either under warranty or AMC at least 24 Carat Meters each year in the past three years. A certificate to this effect with documentary proof should be enclosed by the Tenderers along with the Tender Form.

7.1.7 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. In case if more than one bid 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 FOR CARAT METER

S. No.	Detail of cost	Unit Price
1	Cost of Carat Meter for delivery at the place of installation (including insurance, freight installation, commissioning, training and 02 years warranty)	
2	Customs Duty/ Excise Duty	
3	Service Tax / E. Cess, if any	
4	Any other taxes	
5	Agent's commission, if any	
6	Total Price of the Carat Meter	
7	Grand Total (Total price of Carat Meter x 24)	

PART - II :
CAMC Charges

Year of CAMC	Cost of CAMC per Carat Meter	Service Tax/ Cess	Total cost
First Year (after warranty period of two years)			
Second Year			
Third Year			
Fourth Year			
Fifth Year			
	GRAND TOTAL		

SECTION – IX
QUESTIONNAIRE

The tenderer should furnish specific answers to all the questions/issues mentioned below. In case a question/issue does not apply to a tenderer, the same should be answered with the remark “not applicable”.

Wherever necessary and applicable, the tenderer shall enclose certified copy as documentary proof/ evidence to substantiate the corresponding statement.

In case a tenderer furnishes a wrong or evasive answer against any of the under mentioned question/issues, its tender will be liable to be ignored.

1. Brief description and of goods and services offered:
2. Offer is valid for acceptance up to
3. Your permanent Income Tax A/C No. as allotted by the Income Tax Authority of Government of India:
Please attach certified copy of your latest / current Income Tax clearance certificate issued by the above authority.
4. Status:
 - (a) Are you currently registered with the Directorate General of Supplies & Disposals (DGS&D), New Delhi, and/or the National Small Industries Corporation (NSIC), New Delhi, and/or the present Purchaser and/or the Directorate of Industries of the concerned State Government for the goods quoted? If so, indicate the date up to which you are registered and whether there is any monetary limit imposed on your registration.
 - (b) Are you currently registered under the Indian Companies Act, 1956 or any other similar Act?
Please attach certified copy(s) of your registration status etc. in case your answer(s) to above queries is in affirmative.
5. Please indicate name & full address of your Banker(s):
6. Please state whether business dealings with you currently stand suspended / banned by any Ministry / Deptt. of Government of India or by any State Govt.

.....
(Signature with date)
.....
(Full name, designation & address of the person duly authorised sign on behalf of the tenderer)

For and on behalf of
.....
(Name, address and stamp of the tendering firm)

SECTION - X

Form - 1

TENDER FORM

(The technical bid should be as per this form)

(NIT e-Tender Notice No. ____/2017 dated)

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 submitted by those who do not meet the qualification criteria;
 - c) Tenders sent by fax/telex/cable/e-mail/post/personally delivered;
 - 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) The bid price is directly or indirectly indicated in the technical bid;
 - b) Tenderer fails to provide required information or provide incorrect information or gives evasive reply to the Purchaser's queries or modify/improve the tender;
 - c) Tenderer fails to comply with the instructions in the Tender Document;
 - d) The prices are not quoted in the manner indicated in the Tender Document;
 - e) Tender validity is for less than 120 days from the date of opening of tenders as indicated in the Tender Document;
 - 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 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 10 years) with the OEM? (Yes/No)
(If yes, please enclose documents showing terms of transfer of technical know-how or scope of collaboration)
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 and net worth of the tenderer during the past three years (in Rs. Crores)

Year	Turnover	Net worth
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 2014, 2015 and 2016.)

14. How many Carat Meters has the tenderer supplied during the past three years in India or abroad? _____ *(Please enclose documentary proof)*

15. How many similar Carat Meters has the tenderer maintained under warranty/AMC 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 Carat Meters _____
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 Carat Meter have ISO certification for manufacturing such Carat Meter? _____ (Please enclose copy)
22. Does the company manufacturing the offered Carat Meter have ISO certification for servicing such Carat Meter? _____ (Please enclose copy)

Offer

23. The tender is valid up to _____
24. Make & Model Number of the Carat Meter offered _____

Technical documents to be enclosed

25. Clause-wise response/compliance to requirements specified in *Section-IV, Section-V, and Section-VI* of Tender Document. You may furnish additional information/ clarifications, 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 CAMC? (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. 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)
d. Documents and relevant details to establish that the goods and the allied services offered conform to the requirement of the tender documents. (Yes/No)

- e. Power of Attorney of firm / resolution of Board of Directors of company for person or persons authorized to sign the Tender ;(Yes/No)
- f. Power of Attorney / Authorization letter by the Manufacturer to Indian company/ firm/ representative to represent the Manufacturer in India; (Yes/No)
- g. Copies of documents defining constitution and legal status of the tenderer;(Yes/No)
- h. Documents indicating arrangements with the OEM (in the event of a collaborator bidding); (Yes/No)
- i. Documents indicating the arrangements between the tenderer and the Maintenance contractor, along with the details of experience & resources the Maintenance contractor possess ;(Yes/No)
- j. Copies of fax messages and letters, if any, sent to and received from the Purchaser during the Tender period;(Yes/No/ There are none)
- k. An undertaking to the effect that the Price bid does not contain any conditions whatsoever of the price demanded for sale. (Yes/No)
- l. Certified published annual reports showing the turnover and financial results. (Yes/No)
- m. Documents indicating the past supplies of the offered equipment / instruments. (Yes/No)
- n. Performance certificates for the offered equipment/ instruments from existing users in India.
- o. 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 E-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 2.15 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

Whereas (hereinafter called the “Tenderer”) has submitted its quotation dated..... for the supply of (hereinafter called the “Tenderer”) 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 (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 bidder.

.....
(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 Commissioner Directorate of Logistics
Customs & Central Excise
4th Floor, `A' Wing, Lok Nayak Bhawan
Khan Market, New Delhi 110 511.

WHEREAS
(name and address of the Seller) (hereinafter called "Seller") 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 Seller
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 Seller such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to
you, on behalf of the Seller, 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 Seller 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 Seller
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 Seller 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 Seller.

The Bank further undertakes not to revoke this Guarantee during its currency except with the previous express consent of the Buyer 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 an 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

(Address of the Purchaser's
Office issuing the contract)

Contract No..... dated.....

This is in continuation to this office's Notification of Award No..... dated

1. Name & address of the Supplier:
2. Purchaser's Tender Enquiry Document No..... dated..... And subsequent Amendment No....., dated..... (if any), issued by the Purchaser
3. Supplier's Tender No..... dated..... and subsequent communication(s) No..... dated (if any), exchanged between the Supplier and the Purchaser in connection with this tender.
4. In addition to this Contract Form, the following documents etc. which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as part of this contract:
 - (i) General Conditions of Contract;
 - (ii) List of Requirements;
 - (iii) Technical Specifications;
 - (iv) Quality Control Requirements;
 - (v) Tender Form furnished by the Supplier;
 - (vi) Price Schedule(s) furnished by the Supplier in its tender;
 - (vii) Manufacturer's Authorisation Form (if applicable for this tender);
 - (viii) Purchaser's Notification of Award

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 of Section II "General Instructions to Tenderers" of the Purchaser's Tender Enquiry Document shall also apply to this contract.

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:
 - (i) Brief particulars of the goods and services which shall be supplied / provided by the Supplier are as under:

Schedule No.	Brief description of goods / services	Accounting unit	Quantity to be supplied	Unit Price	Total price	Terms of delivery

Any other additional services (if applicable) and cost thereof:

Total value (in figure) _____(In words) _____

- (ii) Delivery schedule
- (iii) Details of Performance Security
- (iv) Quality Control
 - (a) Mode(s), stage(s) and place(s) of conducting inspections and tests. (b) Designation and address of Purchaser's inspecting officer
- (v) Destination and despatch instructions
- (vi) Consignee, including port consignee, if any
- (vii) Warranty clause
- (viii) Payment terms
- (ix) Paying authority

.....
(Signature, name and address
of the Purchaser's authorised official)

For and on behalf of the President of India

Received and accepted this contract

.....
(Signature, name and address of the Supplier's executive
duly authorised to sign on behalf of the Supplier)

For and on behalf of
(Name and address of the Supplier)

..... (Seal of the Supplier) Date:
Place:

FORM - 6

**BANK GUARANTEE PROFORMA FOR ADVANCE PAYMENT
(On Non-judicial stamp paper of an appropriate value)**

To

The President of India,
Acting through the 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. Dear Sir,

We _____ (name & address of bank) hereby refer to the Annual Maintenance Contract (hereinafter referred to as **CCAMC**) dated _____ between the 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 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 _____ Nos. Carat Meter bearing serial Nos. _____. 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 its 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 forbear 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 Carat Meter on _____ (date) and completed Installation and Site Acceptance Test (SAT) of Carat Meter Model _____ Sl. No. _____ to the satisfaction of the user Commissionerate at the designated site _____ (name of the site) on _____ (date).

b. Records of SAT is annexed to this Certificate.

c. All Accessories, spares, calibration standards, Software in electron media & Instruction / Technical Manual have been taken over (all documents required to be delivered at the time of SAT) and the same are listed in the Annexure enclosed.

3. Training of 4 officers as per clause 4.10 of Section- IV has been imparted by the supplier.

For Contractor

Witness:

Signature
Name
Designation
Address
Date

For Purchaser

Witness:

Signature
Name
Designation
Address
Date

FORM - 8

MODEL CERTIFICATE OF DELIVERY AND ACCEPTANCE

F. No. _____ Dated _____

1. Reference Contract No. _____ date

2. It is certified that

- a) M/s _____ have completed the installation of Carat Meter Model _____ Sl. 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 user Commissionerate, has been completed on _____(date).
- c) The aforementioned Carat Meter worked satisfactorily during the trial period of 15 days starting w.e.f. _____(date) to _____(date).

For Contractor

For Purchaser

Witness:

Witness:

Signature
Name
Designation
Address
Date

Signature
Name
Designation
Address
Date

FORM – 9

PRE- CONTRACT INTEGRITY PACT

GENERAL

The pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2017, 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 _____ units of Equipment/ Instruments (to be named later) 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 Purchaser 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 an amount, as specified in Section–I, as Earnest Money/Security Deposit, 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 (Landon 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 shall appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and addresses of the Monitors shall be given).

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:

SECTION XI

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.
- 3) 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.
- 4) 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 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 “off-line” 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 05.7.2017 at 13:00 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 bidder's 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.
