

**TENDER DOCUMENT  
TENDER NO MPCB/LI-1-2009**

**DATED:- 03 /08 /2009  
SUPPLY OF LABORATORY INSTRUMENTS/  
EQUIPMENTS  
(Under MoEF funding)**



**MPCB**

**MAHARASHTRA POLLUTION CONTROL BOARD**

**Kalpataru Point, 2<sup>nd</sup> - 4<sup>th</sup> Floor**

**Opp. Cine Planet Cinema**

**Near Sion Circle, Sion (E)**

**Mumbai-400 022**

**Price : Rs. 5000 /-**

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**Note:**

*Please sign at this place (x) on each page.*

## SECTION - I - NOTICE INVITING TENDERS (NIT) (Under MOEF Funding)

1. Maharashtra Pollution Control Board invites Global tender for purchase of following Laboratory Instruments /Equipments for its Laboratories at Mahape. TTC MIDC, Navi Mumbai, 5<sup>th</sup> Floor Office Complex Building, Udyog Bhavan MIDC , Wagle Estate Thane, Udyog Bhavan, Satpur MIDC, Near ITI, Nashik, Jog Centre, 3rd Floor Mumbai Pune Road, Wakdewadi, Pune, Udyog Bhavan, Civil Lines, Nagpur, A-4/1, Paryavaran Bhavan, Behind Dhoot Hospital, Chikalthana MIDC Aurangabad, Parkar Complex, 1st Floor, Behind Nagar Parishad, Chiplun, Dist. Ratnagiri, from eligible manufacturers or authorized suppliers

Sr. No.	Equipment Name	Total Quantity	EMD Amount in Rs.
1	Glassware Washer	3	42,000/-
2	Online UPS 10 KVA	2	8,000/-
3	Ozone Analyzer	1	4,000/-
4	Purge & Trap System	2	12,000/-
5	Particle Size Analyzer	1	8,000/-
6.	RDS	1	2,000/-
7.	Semi Micro Balance	1	3,500/-
8	Solid Phase Extractor	1	40,000/-
9	TKN Analyzer	2	12,000/-
10	U.V. Spectrophotometer	1	10,000/-

## 2. SCHEDULE OF TENDER NO.: MPCB/LI-1/-2009

- 1) Dates of sale of tender enquiry documents : 03/08/2009
- 2) Place of sale of Tender Enquiry Documents : Central Laboratory, Nirmal Bhavan, Sheel Mahape Road TTC MIDC, Navi Mumbai-400710  
Tel. 02267195012
- 3) Cost of the Tender Enquiry Document : Rs. 5000/-
- 4) Pre Tender Meeting Date & Time ; 21/08/2009 at 14:00 hrs.
- 5) Pre Tender Meeting Venue Same as 2
- 6) Closing date & time for receipt of Tender : 27/08/2009 at 16:00 hrs.
- 7) Time and date of opening of Techno - Commercial tenders : 28/08/2009, at 16:00 hrs.
- 8) Venue of Opening of Techno Commercial Tender- Same as 2

3. Interested tenderers may obtain further information about the requirement from the above office selling the documents. Tender Enquiry Documents may be purchased on payment of non-refundable fee of Rs 5000/-per set in the form of account payee Demand Draft/Pay Order/Cashier's Cheque/Banker's Cheque, drawn on a scheduled bank in Mumbai, in favour of Maharashtra Pollution Control Board Central Laboratory, Nirmal Bhavan, Sheel Mahape Road TTC MIDC, Navi Mumbai-400710
4. Tenderer may also download the tender enquiry documents from the web site <http://mpcb.mah.nic.in> and submit the tender by utilizing the downloaded document, along with the required non-refundable fee as mentioned in Para 3 above.
5. All prospective tenderers may attend the Pre Tender meeting. The venue, date and time indicated in the Para 2 above
6. Tenderers shall ensure that their tenders, complete in all respects, are dropped in the Tender Box located at Maharashtra Pollution Control Board Central Laboratory, Nirmal Bhavan, Sheel Mahape Road TTC MIDC, Navi Mumbai 400710, on or before the closing date and time indicated in the Para 2 above, failing which the tenders will be treated as late and rejected.
7. In the event of any of the above mentioned dates being declared as a Govt. holiday / closed day for the purchase / submission. Opening of the same will be done on next working day at stipulated time.
8. The Tender Enquiry Documents are not transferable

## SECTION – II - GENERAL INSTRUCTIONS TO TENDERERS (GIT)

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**A. PREAMBLE**

**1. Definitions and Abbreviations**

1.1 The following definitions and abbreviations which have been used in this document shall have the meaning as indicated below,

1.2. Definitions

- 1) “Purchaser” means the organization purchasing goods and services as incorporated in the Tender Enquiry document.
- 2) “Tender” means Bids / Quotation / Tender received from a Firm / Tenderer / Bidder.
- 3) “Tenderer” means Bidder/ the Individual or Firm submitting Bids / Quotation / Tender
- 4) “Supplier” means the individual or the firm supplying the goods and services as incorporated in the contract.
- 5) “Goods” means the articles, material, spares, instruments, machinery, equipment which the supplier is required to supply to the purchaser under the contract.
- 6) “Services” means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- 7) “Earnest Money Deposit” (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a tenderer along with its tender.
- 8) “Contract” means the written agreement entered into between the purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- 9) “Performance Security” means monetary or financial guarantee to be furnished by the successful tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- 10) “Consignee” means the Maharashtra Pollution Control Board to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to an authority as an interim consignee for the purpose of dispatch to another person as provided in the Contract then that “another” person is the consignee, also known as ultimate consignee.
- 11) “Consignor” means the producer/supplier of individual goods.
- 12) “Specification” means the document/standard that prescribes the requirement with which goods or service has to conform.

- 13) "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.
- 14) "Day" means calendar day.
- 15) "Board" means Maharashtra Pollution Control Board

1.3 Abbreviations:

- 1 "T E Document" means Tender Enquiry Document
- 2 "NIT" means Notice Inviting Tenders.
- 3 "GIT" means General Instructions to Tenderers
- 4 "GCC" means General Conditions of Contract
- 5 "DGS&D" means Directorate General of Supplies and Disposals
- 6 "NSIC" means National Small Industries Corporation
- 7 "PSU" means Public Sector Undertaking
- 8 "CPSU" means Central Public Sector Undertaking
- 9 "LC" means Letter of Credit
- 10 "DP" means Delivery Period
- 11 "PBG" means Performance Bank Guarantee
- 12 "ED" means Excise Duty
- 13 "CD" means Custom Duty
- 14 "VAT" means Value Added Tax
- 15 "BL" means Bill of Lading
- 16 "FOB" means Free on Board
- 17 "CIF" means Cost, Insurance and Freight
- 18 "CIP (Destinations)" means Carriage and Insurance Paid up to named port of destination. Additionally the Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery.
- 19 "DDP" means Delivery Duty Paid named place of destination (consignee site)
- 20 "INCOTERMS" means International Commercial Terms as on the date of Tender Opening
- 21 "AMC" means Annual maintenance Contract (labour, spare and Preventive maintenance)

## **2. Introduction:**

- 2.1 The Purchaser has issued this TE document for purchase of goods and related services as mentioned in Section – VI – “List of Requirements”, which also indicates, interalia, the required delivery schedule, terms and place of delivery.
- 2.2 This section (Section II -“General Instruction Tenderers”) provides the relevant information as well as instructions to assist the prospective tenderers in preparation and submission of tenders. It also includes the mode and procedure to be adopted by the purchaser for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract.
- 2.3 Before formulating the tender and submitting the same to the purchaser, the tenderer should read and examine all the terms, conditions, instructions, checklist etc. contained in the TE documents. Failure to provide and/or comply with the required formation, instructions etc. incorporated in these TE documents may result in rejection of its tender.

## **3. Availability of Funds:**

- 3.1 Expenditure to be incurred for the proposed purchase will be met from the funds available with the purchaser/consignee.

## **4. Language of Tender**

- 4.1 The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, shall be written in the English language, unless otherwise specified in the Tender Enquiry. However, the language of any printed literature furnished by the tenderer in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail.
- 4.2 The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, may be written in the Marathi language, provided that the same are accompanied by English translation, in which case, for purpose of interpretation of the tender etc, the English translations shall prevail.

## **5. Eligible Tenderers**

- 5.1 This invitation for tenders is open to all manufacturers/suppliers that fulfill the eligibility criteria specified in these documents.

## **6. Eligible Goods and Services**

- 6.1 All goods and related services to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term “origin” used in this clause means the place where the goods are manufactured or from where the related services are arranged and supplied.

## **7. Tendering Expense**

- 7.1 The tenderer shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender. 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**

## **8. Content of Tender Enquiry Documents**

- 8.1 In addition to Section I – “Notice inviting Tender” (NIT), the TE 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	Tender Form
Section IX	Price Schedules
Section X	Questionnaire
Section XI	Manufacturer’s Authorisation Form
Section XII	Bank Guarantee Form for Performance Security
Section XIII	Contract Form (A & B)
Section XIV	Proforma of Consignee Receipt Certificate
Section XV	Proforma of Final Acceptance Certificate by the Consignee
Section XVI	Check List for the Tenderers

- 8.2 The relevant details of the required goods and services, 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. The interested tenderers are expected to examine all such details etc to proceed further.

## **9. Amendments to TE documents**

- 9.1 At any time prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by it, modify the TE documents by issuing suitable amendment(s) to it.
- 9.2 Such an amendment will be notified in writing by registered/speed post or by fax/telex/e-mail, followed by copy of the same by registered post to all prospective tenderers, which have received the TE documents and will be binding on them.
- 9.3 In order to provide reasonable time to the prospective tenderers to take necessary action in preparing 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.

## **10. Clarification of TE documents**

- 10.1 A tenderer requiring any clarification or elucidation on any issue of the TE documents may take up the same with the purchaser in writing. The purchaser will respond in writing to such request provided the same is received by the purchaser not later than seven days prior to the prescribed date of submission of tender.

**C. PREPARATION OF TENDERS**

**11. Documents Comprising the Tender**

- 11.1 The Two Envelope System, i.e. “Technical Tender” and “Price Tender” prepared by the tenderer shall comprise the following:

**A) Technical Tender (Un- priced Tender)**

- i) Earnest money furnished in accordance with GIT clause 19.1 alternatively, documentary evidence as per GIT clause 19.2 for claiming exemption from payment of earnest money.
- ii) Tender Form as per Section X (Un- priced).
- iii) Documentary evidence, as necessary in terms of clauses 5 and 17 establishing that the tenderer is eligible to submit the tender and, also qualified to perform the contract if its tender is accepted.
- v) Tenderer/Agent who quotes for goods manufactured by other manufacturer shall furnish Manufacturer’s Authorisation Form. Power of Attorney in favour of signatory of TE documents and signatory of Manufacturer
- vi) 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 TE documents.
- vii) Performance Statement as per section IX along with relevant copies of orders and end users’ satisfaction certificate.
- viii) Price Schedule(s) as per Section XII filled up with all the details including Make, Model etc. of the goods offered with prices blank (without indicating any prices).
- ix) Certificate of Incorporation in the country of origin.
- x) Checklist as per Section XX.

**B) Price Tender:**

The information given at clause no. 11.1 A) ii) & viii) above should be reproduced with the prices indicated.

**N.B.**

- 1. All pages of the Tender should be numbered and indexed.
- 2. It is the responsibility of tenderer to go through the TE document to ensure furnishing all required documents in addition to above, if any.

- 11.2 The authorized signatory of the tenderer must sign the tender duly stamped at appropriate places and initial all the remaining pages of the tender.

- 11.3 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.

- 11.4 Tender sent by fax/telex/cable/electronically shall be ignored.

## **12. Tender currencies**

- 12.1 The tenderer supplying indigenous goods or already imported goods shall quote only in Indian Rupees.
- 12.2 For imported goods if supplied directly from abroad, prices shall be quoted in any freely convertible currency say USD, Euro, GBP or Yen as case may be. As regards price(s) for allied services, if any required with the goods, the same shall be quoted in Indian Rupees only if such services are to be performed /undertaken in India. Commission for Indian Agent, if any and if payable shall be indicated in the space provided for in the price schedule and will be payable in Indian Rupees only.
- 12.3 Tenders, where prices are quoted in any other way shall be treated as non -responsive and rejected.

## **13 Tender Prices**

- 13.1 The Tenderer shall indicate on the Price Schedule provided under Section XI all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a tenderer, same should be clarified as “NA” by the tenderer.
- 13.2 If there is more than one schedule in the List of Requirements, the tenderer has the option to submit its quotation for any one or more schedules and, also, to offer special discount for combined schedules. However, while quoting for a schedule, the tenderer shall quote for the complete requirement of goods and services as specified in that particular schedule.
- 13.3 The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules attached under Section XI.
- 13.4 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance.
  - 13.4.1 For domestic goods or goods of foreign origin located within India, the prices in the corresponding price schedule shall be entered separately in the following manner:
    - a) The price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like sales tax CST, VAT, Custom Duty, Excise Duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc;
    - b) Any sales or other taxes and any duties including excise duty, which will be payable on the goods in India if the contract is awarded;
    - c) Charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage) would be borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule;
    - d) The price of Incidental Services, as mentioned in List of Requirements and Price Schedule;
    - e) The price of annual AMC for 5 years, as mentioned in List of Requirements, Technical Specification and Price Schedule.
    - g) Training in operation on the instrument supplied at OEM facility for TWO scientists.

- 13.4.2 For goods offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner.
- a) The price of goods quoted FOB port of shipment, as indicated in the List of Requirements and Price Schedule;
  - b) The price of goods quoted CIP (name port of destination) in India as indicated in the List of Requirements, Price Schedule and Consignee List.
  - e) The charges for Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery. Other local costs and Incidental costs as specified in the List of Requirements and Price Schedule;
  - f) The charges for Incidental Services as in the List of Requirements and Price Schedule;
  - g) The price of annual AMC for 5 years, as mentioned in List of Requirements, Technical Specification and Price Schedule.
  - h) The 03 days training in operation on the instrument supplied at OEM facility to TWO scientists.

13.5 Additional information and instruction on Duties and Taxes

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13.5.1 If the Tenderer desires to ask for excise duty, sales tax/ VAT, Service Tax, Works Contract Tax etc. to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.

13.5.2 Excise Duty:

- a) If reimbursement of excise duty is intended as extra over the quoted prices, the supplier must specifically say so also indicating the rate, quantum and nature of the duty applicable. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of excise duty will be entertained after the opening of tenders.
- b) If a Tenderer chooses to quote a price inclusive of excise duty and also desires to be reimbursed for variation, if any, in the excise duty during the time of supply, the tenderer must clearly mention the same and also indicate the rate and quantum of excise duty included in its price. Failure to indicate all such details in clear terms may result in rejection of that tender.
- c) Subject to sub clauses 13.5.2 (a) & (b) above, any change in excise duty Upward /downward as a result of any statutory variation in excise duty taking place within contract terms shall be allowed to the extent of actual quantum of excise duty paid by the supplier. In case of downward revision in excise duty, the actual quantum of reduction of excise duty shall be reimbursed to the purchaser by the supplier. All such adjustments shall include all relief's, exemptions, rebates, concession etc. if any obtained by the supplier.

13.5.3 Sales Tax:

If a tenderer asks for sales tax/ VAT, Service Tax and Works Contract Tax to be paid extra, the rate and nature of sales tax applicable should be shown separately. The sales tax / VAT, Service Tax and Works Contract Tax will be paid at actual. If any refund of Tax is received at a later date, the Supplier must return the amount forth-with to the purchaser.

13.5.4 Octroi Duty and Local Duties & Taxes:

Normally, goods to be supplied to government departments against government contracts are exempted from levy of town duty, Octroi duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the concerned government department. Keeping this in view, the supplier shall ensure that the stores to be supplied by the supplier against the contract placed by the purchaser are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the purchaser. However, if a local body still insists upon payment of such local duties and taxes, the same should be paid by the supplier to the local body to avoid delay in supplies and possible demurrage charges and obtain a receipt for the same. The supplier should forward the receipt obtained for such payment to the purchaser to enable the purchaser reimburse the supplier and take other necessary action in the matter.

#### 13.5.5 Customs Duty:

The Purchaser will pay the Customs duty wherever applicable. The Board will provide custom duty exemption certificate.

13.6 For transportation of imported goods offered from abroad, relevant instructions as incorporated under GCC Clause 10 shall be followed.

13.7 For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 11 shall be followed.

13.8 Unless otherwise specifically indicated in this TE document, the terms FCA, FOB, FAS, CIF, CIP, DDP etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris

13.9 The need for indication of all such price components by the tenderers, as required in this clause (viz., GIT clause 13) is for the purpose of comparison of the tenders by the purchaser and will no way restrict the purchaser's right to award the contract on the selected tenderer on any of the terms offered.

#### **14. Indian Agent**

14.1 If a foreign tenderer has engaged an agent in India in connection with its tender, the foreign tenderer, in addition to indicating Indian agent's commission, if any, in a manner described under GIT sub clause 12.2 above, shall also furnish the following information:

- a) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.
- b) The details of the services to be rendered by the agent for the subject requirement.
- c) Details of Service outlets in India, nearest to the consignee(s), to render services during Warranty and AMC period.

## **15. Firm Price**

- 15.1 The prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account.
- 15.2 However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in GIT clause 13 will apply.

## **16. Alternative Tenders**

- 16.1 Alternative Tenders are not permitted.
- 16.2 However the Tenderers can quote alternate models meeting the tender specifications of same manufacturer with single EMD.

## **17 Documents Establishing Tenderer's Eligibility and Qualifications**

- 17.1 Pursuant to GIT clause 11, the tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.
- 17.2 The documentary evidence needed to establish the tenderer's qualifications shall fulfill the following requirements:
- a) In case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorised by the goods manufacturer to quote for and supply the goods to the purchaser. The tenderer shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XIV in this document.
  - b) The tenderer has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section IX in these documents.
  - c) In case the tenderer is not doing business in India, it is duly represented by an agent stationed in India fully equipped and able to carry out the required contractual functions and duties of the supplier including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts.

## **18. Documents establishing good's Conformity to TE document.**

- 18.1 The tenderer shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by the purchaser in the TE documents. For this purpose the tenderer shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the TE documents to establish technical responsiveness of the goods and services offered in its tender.
- 18.2 In case there is any variation and/or deviation between the goods & services prescribed by the purchaser and that offered by the tenderer, the tenderer shall list out the same in a chart form without ambiguity and provide the same along with its tender.
- 18.3 If a tenderer furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

## **19. Earnest Money Deposit (EMD)**

- 19.1 Pursuant to GIT clauses 8.1 and 11.1(d) the tenderer shall furnish along with its tender, earnest money for amount as shown in the List of Requirements. The earnest money is required to protect the purchaser against the risk of the tenderer's unwarranted conduct as amplified under sub-clause 19.7 below.
- 19.2 The tenderers 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 for the specific goods as per tender enquiry specification shall be eligible for exemption from EMD. Vague stipulations in the Registration Certificate such as "to customers' specification" etc. will not be acceptable for exemption from furnishing of earnest money. In case the tenderer falls in these categories, it should furnish copy of its valid registration details (with DGS&D or NSIC, as the case may be).
- 19.3 The earnest money shall be denominated in Indian Rupees or equivalent currencies as per GIT clause 12.2. The earnest money shall be furnished in one of the following forms:  
i) Account Payee Demand Draft  
ii) Banker's cheque
- 19.4 The demand draft or banker's cheque shall be drawn on any commercial bank in India, in favour of the "Maharashtra Pollution Control Board" payable at Mumbai.
- 19.5 The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender. As validity period of Tender as per Clause 20 of GIT is 120 days, the EMD shall be valid for 165 days from Technical Tender opening date.
- 19.6 Unsuccessful tenderers' earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.
- 19.7 Earnest Money is required to protect the purchaser against the risk of the Tenderer's conduct, which would warrant the forfeiture of the EMD. 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 or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser, the successful tenderer's earnest money will be forfeited
- 19.8 In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any nationalised bank in India by way of back-to-back counter guarantee.

## **20. Tender Validity**

- 20.1 The tenders shall remain valid for acceptance for a period of 120 days (One hundred and twenty days) after the date of tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- 20.2 In exceptional cases, the tenderers 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 surface mail or by fax/ telex/cable followed e-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. However, a bidder may not agree to extend its tender validity without forfeiting its EMD.

20.3 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.

## **21. Signing and Sealing of Tender**

21.1 The tenderers shall submit their tenders as per the instructions contained in GIT Clause 11.

21.2 Tenderer shall submit "Original" tenders may contain all pages including Technical Literature/Catalogues as per in Original tenders.

21.3 The original and other copies of the tender shall either be typed or written in indelible ink and the same shall be signed by the tenderer or by a person(s) who has been duly authorized to bind the tenderer to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.

21.4 All the copies of the tender shall be duly signed at the appropriate places as indicated in the TE documents and all other pages of the tender including printed literature, if any shall be initialled by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.

21.5 The tenderer is to seal the original and each copy of the tender in separate envelopes, duly marking the same as "Original", "Duplicate", "Triplicate" and so on if any and writing the address of the purchaser and the tender reference number on the envelopes. The sentence "NOT TO BE OPENED" before 28/08/2009 (The tenderer is to put the date & time of tender opening) are to be written on these envelopes. The inner envelopes are then to be put in a bigger outer envelope, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, the purchaser will not assume any responsibility for its misplacement, premature opening, late opening etc.

21.6 TE document seeks quotation following two envelope systems, in two parts. First part will be known as 'Technical Tender', and the second part 'Price Tender' as specified in clause 11 of GIT. Tenderer shall seal 'Technical Tender' and 'Price Tender' separately and covers will be suitably super scribed. Both these sealed covers shall be put in a bigger cover.

## **D. SUBMISSION OF TENDERS**

### **22. Submission of Tenders**

22.1 Unless otherwise specified, the tenderers are to deposit the tenders in the tender box kept for this purpose at gate of Central Laboratory, Nirmal Bhavan, Sheel Mahape Road TTC MIDC Navi Mumbai 400710. In case of bulky tender, which can not be put into tender box, the same shall be submitted by the tenderer by hand to Senior Scientific Officer office. The officer receiving the tender will give the tenderer an official receipt duly signed with date and time.

22.2 The tenderers must ensure that they deposit their tenders not later than the closing time and date specified for submission of tenders. It is the responsibility of the tenderer to ensure that their Tenders whether sent by post or by courier or by person, are dropped in the Tender Box by the specified clearing date and time. In the event of the specified date for submission of tender falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be received up to the appointed time on the next working day.

### **23. Late Tender**

- 23.1 A tender, which is received after the specified date and time for receipt of tenders will be treated as “late” tender and will be ignored.

### **24. Alteration and Withdrawal of Tender**

- 24.1 The tenderer, after submitting its tender, is permitted to alter / modify its tender so long as such alterations / modifications are received duly signed, sealed and marked like the original tender, within the deadline for submission of tenders. Alterations/modifications to tenders received after the prescribed deadline will not be considered.
- 24.2 No tender should be withdrawn after the deadline for 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.

## **E. TENDER OPENING**

### **25. Opening of Tenders**

- 25.1 The purchaser will open the tenders at the specified date and time and at the specified place as indicated in the NIT. 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.
- 25.2 Authorized representatives of the tenderers, who have submitted tenders in time may attend the tender opening provided they bring with them letters of authority from the corresponding tenderers. The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives' names & signatures and corresponding tenderers' names and addresses.
- 25.3 Two -Tender system as mentioned in Para 21.6 above will be as follows. The Technical Tenders are to be opened in the first instance, at the prescribed time and date as indicated in NIT. These Tenders shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the TE document. During the Technical Tender opening, the tender opening official(s) will read the salient features of the tenders like brief description of the goods offered, delivery period, Earnest Money Deposit and any other special features of the tenders, as deemed fit by the tender opening official(s). Thereafter, in the second stage, the Price Tenders of only the Technically acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Technical tender. The prices, special discount if any of the goods offered etc., as deemed fit by tender opening official(s) will be read out.

## **F. SCRUTINY AND EVALUATION OF TENDERS**

### **26. Basic Principle**

26.1 Tenders will be evaluated on the basis of the terms & conditions already incorporated in the TE document, based on which tenders have been received and other terms & conditions mentioned by the tenderers in their tenders are acceptable. No new condition will be brought in while scrutinizing and evaluating the tenders.

### **27. Preliminary Scrutiny of Tenders**

27.1 The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are in order.

27.2 Prior to the detailed evaluation of Price Tenders, pursuant to GIT Clause 34, the Purchaser will determine the substantial responsiveness of each Tender to the TE Document. For purposes of these clauses, a substantially responsive Tender is one, which conforms to all the terms and conditions of the TE Documents without material deviations. Deviations from, or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 5), Warranty (GCC Clause 15), EMD (GIT Clause 19), Taxes & Duties (GCC Clause 20), Force Majeure (GCC Clause 26) and Applicable law (GCC Clause 31) will be deemed to be a material deviation. The Purchaser's determination of a Tender's responsiveness is based on the contents of the tender itself without recourse to extrinsic evidence.

27.3 If a Tender is not substantially responsive, it will be rejected by the Purchaser and cannot subsequently be made responsive by the Tenderer by correction of the nonconformity.

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

27.5 The following are some of the important aspects, for which a tender shall be declared non-responsive and will be summarily ignored;

(i) Tender form as per Section X (signed and stamped) not enclosed

(ii) Tender is unsigned.

(iii) Tender validity is shorter than the required period.

(iv) Required EMD (Amount, validity etc.) exemption documents have not been provided.

(v) Tenderer has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorisation Form as per Section XIV.

(vi) Tenderer has not agreed to give the required performance security.

(vii) Goods offered are not meeting the tender enquiry specification.

(viii) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.

(ix) Poor/ unsatisfactory past performance.

(x) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.

(xi) Tenderer is not eligible as per GIT Clauses 5.1 & 17.1.

(xii) Tenderer has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.

## **28. Minor Infirmary/Irregularity/Non-Conformity**

28.1 If during the preliminary examination, the purchaser find any minor informality 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 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 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.

## **29 Discrepancies in Prices**

29.1 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.

29.2 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

29.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 29.1 and 29.2 above.

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

## **30. Discrepancy between original and copies of Tender**

30.1 In case any discrepancy is observed between the text etc. of the original copy and that in the other copies of the same tender set, the text etc. of the original copy shall prevail. Here also, the purchaser will convey its observation suitably to the tenderer by register / speed post and, if the tenderer does not accept the purchaser's observation, that tender will be liable to be ignored.

## **31. Qualification Criteria**

31.1 Tenders of the tenderers, who do not meet the required Qualification Criteria prescribed in Section IX, will be treated as non-responsive and will not be considered further.

32. Conversion of tender currencies to Indian Rupees

32.1 In case the TE document permits the tenderers to quote their prices in different currencies, all such quoted prices of the responsive tenderers will be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the exchange rates established by the Reserve Bank of India for similar transactions, as on the date of 'Price Tender' opening.

## **33. Schedule-wise Evaluation**

- 33.1 In case the List of Requirements contains more than one schedule, the responsive tenders will be evaluated and compared separately for each schedule. The tender for a schedule will not be considered if the complete requirements prescribed in that schedule are not included in the tender. However, as already mentioned in GIT sub clause 13.2, the tenderers have the option to quote for any one or more schedules and offer discounts for combined schedules. Such discounts wherever applicable will be taken into account to determine the lowest evaluated cost for the purchaser in deciding the successful tenderer for each schedule, subject to Tenderer(s) being responsive.

#### **34. Comparison of Tenders**

- 34.1 The comparison of the responsive tenders shall be carried out on Delivery Duty Paid (DDP) consignee site basis. The quoted turnkey prices and AMC prices will also be added for comparison / ranking purpose for evaluation.

#### **35. Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders**

- 35.1 Further to GIT Clause 34 above, the purchaser's evaluation of a tender will include and take into account the following:

- i) In the case of goods manufactured in India or goods of foreign origin already located in India, sales tax & other similar taxes and excise duty & other similar duties, Customs Duties, Service Tax, Works Contract Tax etc which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and
  - ii) in the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the tenderer) on the goods if the contract is awarded on the tenderer.
- 35.2 The Purchaser reserves the right to give the price preference to small-scale sectors etc. and purchase preference to central public sector undertakings as per the instruction in vogue while evaluating, comparing and ranking the responsive tenders.

36. Tenderer's capability to perform the contract

- 36.1 The purchaser, through the above process of tender scrutiny and tender evaluation will 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. If, there is more than one schedule in the List of Requirements, then, such determination will be made separately for each schedule.

- 36.2 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 TE 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.

#### **37. Contacting the Purchaser**

- 37.1 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.
- 37.2 In case a tenderer attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by the purchaser.

**G. AWARD OF CONTRACT**

**38. Purchaser's Right to accept any tender and to reject any or all tenders.**

- 38.1 The purchaser reserves the right to accept in part or in full any tender or reject any or more tender(s) 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.

**39. Award Criteria**

- 39.1 Subject to GIT clause 38 above, the contract will be awarded to the lowest evaluated responsive tenderer decided by the purchaser in terms of GIT Clause 36.

**40. Variation of Quantities at the Time of Award/ Currency of Contract**

- 40.1 At the time of awarding the contract, the purchaser reserves the right to increase or decrease, the quantity of goods and services mentioned in the schedule (s) in the "List of Requirements" without any change in the unit price and other terms & conditions quoted by the tenderer.
- 40.2 If the quantity has not been increased at the time of the awarding the contract, the purchaser reserves the right to increase, the quantity of goods and services mentioned in the contract without any change in the unit price and other terms & conditions mentioned in the contract, during the currency of the contract after one year from the Date of Notification of Award.

**41. Notification of Award**

- 41.1 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) that its tender for goods & services, which have been selected by the purchaser, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful tenderer must furnish to the purchaser the required performance security within thirty days from the date of dispatch of this notification, failing which the EMD will be forfeited and the award will be cancelled. Relevant details about the performance security have been provided under GCC Clause 5 under Section IV.
- 41.2 The Notification of Award shall constitute the conclusion of the Contract.

**42. Issue of Contract**

- 42.1 Promptly after notification of award, the Purchaser/Consignee will mail the contract form (as per Section XVI) duly completed and signed, in duplicate, to the successful tenderer by registered / speed post.
- 42.2 Within Fifteen days from the date of the contract, the successful tenderer shall return the original copy of the contract, duly signed and dated, to the Purchaser/Consignee by registered / speed post.
- 42.3 The Purchaser/Consignee reserves the right to issue the Notification of Award consignee wise.

43. Non-receipt of Performance Security and Contract by the Purchaser/Consignee

- 43.1 Failure of the successful tenderer in providing performance security and / or returning contract copy duly signed in terms of GIT clauses 41 and 42 above shall make the tenderer liable for forfeiture of its EMD and, also, for further actions by the Purchaser/Consignee against it as per the clause 24 of GCC – Termination of default.

**44. Return of E M D**

- 44.1 The earnest money of the successful tenderer and the unsuccessful tenderers will be returned to them without any interest, whatsoever, in terms of GIT Clause 19.6.

**45. The name and address of the successful tenderer(s) receiving the contract(s) will be mentioned in the notice board/bulletin/web site of the purchaser.**

**46. Corrupt or Fraudulent Practices**

- 46.1 It is required by all concerned namely the Consignee/Tenderers/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -
- (a) Defines, for the purposes of this provision, the terms set forth below as follows:
- (i) “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non- competitive levels and to deprive the Purchaser of the benefits of free and open competition;
- (b) Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

## SECTION - III GENERAL CONDITIONS OF CONTRACT (GCC)

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#### 1. Application

- 1.1 The General Conditions of Contract incorporated in this section shall be applicable for this purchase. List of requirements under Section IV and Technical Specification under Section V of this document.

## **2. Use of contract documents and information**

- 2.1 The supplier 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 supplier in the performance of the contract emanating from this TE 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.
- 2.2 Further, the supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC sub-clause 2.1 above except for the sole purpose of performing this contract.
- 2.3 Except the contract issued to the supplier, each and every other document mentioned in GCC sub-clause 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 this contract.

## **3. Patent Rights**

- 3.1 The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other 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, trade marks 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.

## **4. Country of Origin**

- 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.
- 4.2 The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.
- 4.3 The country of origin may be specified in the Price Schedule

## **5. Performance Security**

- 5.1 Within thirty (30) days from date of the issue of notification of award by the Purchaser/Consignee, the supplier, shall furnish performance security to the Purchaser/Consignee for an amount equal to Twenty percent (210%) of the total value of the contract, valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations, initially valid for a period of minimum 12 months from the date of Notification of Award
- 5.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:
- a) It shall be in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in section XII of this

- document in favour of the Purchaser/Consignee. The validity of the Fixed Deposit receipt or Bank Guarantee will be for a period up to sixty (60) days beyond Warranty Period.
- 5.3 In the event of any failure /default of the supplier with or with out any quantifiable loss to the Board including furnishing of consignee wise Bank Guarantee for AMC security as per Pro-forma in Section XII, the amount of the performance security is liable to be forfeited. The Administration Department may do the needful to cover any failure/default of the supplier with or without any quantifiable loss to the Government.
- 5.4 In the event of any amendment issued to the contract, the supplier shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same is valid in all respects in terms of the contract, as amended.
- 5.5 The supplier shall enter into Annual Maintenance Contract as per the ‘Contract Form – B’ in Section XIII with respective consignees, 3 (three) months prior to the completion of Warranty Period. The AMC will commence from the date of expiry of the Warranty Period.
- 5.6 Subject to GCC sub – clause 5.3 above, the Purchaser/Consignee will release the Performance Security without any interest to the supplier on completion of the supplier’s all contractual obligations including the warranty obligations & after receipt of Consignee wise bank guarantee for AMC security in favour of Head of Institute

## **6. Technical Specifications and Standards**

- 6.1 The Goods & Services to be provided by the supplier under this contract shall conform to the technical specifications and quality control parameters mentioned in ‘Technical Specification’ and ‘Quality Control Requirements’ under Sections VII and VIII of this document.

## **7. Packing and Marking**

- 7.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.
- 7.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements under Sections V and VI.. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.
- 7.3 Packing instructions:  
Unless otherwise mentioned in the Technical Specification and Quality Control Requirements under Sections VI and VII, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:

- a. contract number and date
- b. brief description of goods including quantity
- c. packing list reference number
- d. country of origin of goods
- e. consignee's name and full address and
- f. supplier's name and address

## **8. Inspection, Testing and Quality Control**

- 8.1 The purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. The cost towards the transportation, boarding & lodging will be borne by the purchaser and/or its nominated representative(s).
- 8.2 The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.
- 8.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.
- 8.4 In case the contract stipulates pre-dispatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.
- 8.5 If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.
- 8.6 The purchaser's/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-dispatch inspection mentioned above.
- 8.7 Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 15.

## **9. Terms of Delivery**

- 9.1 Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the contract.

## **10. Transportation of Goods**

- 10.1 Instructions for transportation of imported goods offered from abroad:  
The supplier shall not arrange part-shipments and/or transshipment without the express/prior written consent of the purchaser. The supplier is required under the contract to deliver the goods under CIP (Named port of destination) terms; the shipment shall be made by Indian flag vessel or by vessels belonging to the conference lines in which India is a member country through India's forwarding agents/coordinators. In case the forwarding agent/coordinators are unable to provide timely adequate space in Indian flag vessel or by vessels belonging to the conference lines, the supplier shall arrange shipment through any available vessel to adhere to the delivery schedule given in the contract. In case of airlifting of imported goods offered from abroad, the same will be done only through the National Carrier i.e. Air India wherever applicable. In case the National Carrier is not available, any other airlines available for early delivery may be arranged.
- 10.2 Instructions for transportation of domestic goods including goods already imported by the supplier under its own arrangement.

## **11. Insurance:**

- 11.1 The supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:
- i) in case of supply of domestic goods on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival 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 and should be valid till 3 months after the receipt of goods by the Consignee.
  - ii) in case of supply of the imported goods on CIP Named port of Destination Basis, the additional extended Insurance (local transportation and storage) would be borne by the Supplier from the port of entry to the consignee site for a period including 3 months beyond date of delivery. If the equipment is not commissioned and handed over to the consignee within 3 months, the insurance will be got extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actual, will be reimbursed.

## 12. Spare parts

12.1 If specified in the List of Requirements and in the resultant contract, the supplier shall supply/provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/or supplied by the supplier:

- a) The spare parts as selected by the Purchaser/Consignee to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and
  - b) In case the production of the spare parts is discontinued:
    - i) Sufficient advance notice to the Purchaser / Consignee before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc., and
    - ii) Immediately following such discontinuation, providing the Purchaser/ Consignee free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser/Consignee.
- 12.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the Purchaser/Consignee promptly on receipt of order from the Purchaser/Consignee.

## 13. Incidental services

- 13.1 Apart from the list of Requirements (Section – IV) and the Technical Specification (Section – V), the supplier shall be required to perform the following services.
- i) Installation & commissioning, Supervision and Demonstration of the goods
  - ii) Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.
  - iii) Training of Consignee's Doctors, Staff, operators etc. for operating and maintaining the goods
  - iv) Supplying required number of operation & maintenance manual for the goods

## 14. Distribution of Dispatch Documents for Clearance/Receipt of Goods The supplier shall send all the relevant dispatch documents well in time to the Purchaser/Consignee to enable the Purchaser/Consignee clear or receive (as the case may be) the goods in terms of the contract. The usual documents involved and the drill to be followed in general for this purpose are as follows.

- A) For Domestic Goods, including goods already imported by the supplier under its own arrangement Within 24 hours of dispatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract, the complete details of dispatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract):
- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
  - (ii) Consignee Receipt Certificate as per Section XIV in original issued by the authorized representative of the consignee;
  - (iii) Two copies of packing list identifying contents of each package;
  - (iv) Inspection certificate issued by the nominated Inspection agency, if any.
  - (v) Certificate of origin;
  - (vi) Insurance Certificate as per GCC Clause 11.
  - (vii) Manufacturers/Supplier's warranty certificate & In-house inspection certificate.

- B) For goods imported from abroad, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract, the complete details of dispatch, within 24 hours of dispatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract). Any delay or demurrage occurred during the customs clearance on account of the non-availability of technical support/ clarifications /documents from the supplier shall be borne by the supplier:
- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
  - (ii) Original and four copies of the negotiable clean, on-board Bill of Lading/Airway bill, marked freight pre paid and four copies of non-negotiable Bill of Lading/Airway bill;
  - (iii) Four Copies of packing list identifying contents of each package;
  - (iv) Insurance Certificate as per GCC Clause 11.
  - (v) Manufacturer's/Supplier's warranty certificate;
  - (vi) Inspection Certificate for the dispatched equipments issued by recognized/ reputed agency acceptable to the purchaser prior to dispatch
  - (vii) Manufacturer's own factory inspection report;
  - (viii) Certificate of origin
  - (ix) Port of Loading;
  - (x) Port of Discharge and
  - (xi) Expected date of arrival.

## **15. Warranty**

- 15.1 The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants 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/Consignee's specifications) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.
- 15.2 The warranty shall remain valid
- a. for 1 (One) years for all the listed equipments and
  - b. No conditional warranty like mishandling, manufacturing defects etc. will be acceptable.
  - c. Warranty as well as Annual Maintenance contract will be exclusive of all accessories and it will also cover the following:-
- 15.3 In case of any claim arising out of this warranty, the Purchaser/Consignee shall promptly notify the same in writing to the supplier. The period of the warranty will be as per G.C.C clause number 15.2 above irrespective of any other period mentioned elsewhere in the bidding documents.
- 15.4 Upon receipt of such notice, the supplier shall, within 24 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non rectification will be applicable as per tender conditions
- 15.5 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended to a further period of twenty four (24) months from the date such rectified / replaced goods starts functioning to the satisfaction of the purchaser.

- 15.6 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 24 hours on a 24(hrs) X 7 (days) X 365 (days) basis, 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.
- 15.7 During Warranty period, the supplier is required to visit at each consignee's site at least once in 3 months commencing from the date of the installation for preventive maintenance of the goods
- 15.8 The Purchaser/Consignee reserve the rights to enter into Annual Maintenance Contract between Consignee and the Supplier for the period as mentioned in Section VII, Technical Specifications after the completion of warranty period.
- 15.9 The supplier along with its Indian Agent and the AMC provider shall ensure continued supply of the spare parts for the machines and equipments supplied by them to the purchaser for 10 years from the date of installation and handing over.
- 15.10 The Supplier along with its Indian Agent and the AMC Provider shall always accord most favoured client status to the Purchaser vis-à-vis its other Clients/Purchasers of its equipments/machines/goods etc. and shall always give the most competitive price for its machines/equipments supplied to the Purchaser/Consignee.

## **16. Assignment**

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

## **17. Sub Contracts**

- 17.1 The Supplier shall notify the Purchaser in writing of all sub contracts awarded under the contract if not already specified in its tender. 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.
- 17.2 Sub contract shall be only for bought out items and sub-assemblies.
- 17.3 Sub contracts shall also comply with the provisions of GCC Clause 4 ("Country of Origin").

## **18. Modification of contract**

- 18.1 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, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser,
  - b) Mode of packing,
  - c) Incidental services to be provided by the supplier
  - d) Mode of dispatch,
  - e) Place of delivery, and
  - f) Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.
- 18.2 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/Consignee, the supplier shall convey its views to the Purchaser/Consignee within fifteen days from the date of the supplier's receipt of the Purchaser's/Consignee's amendment / modification of the contract.

## **19. Prices**

- 19.1 Prices to be charged by the supplier for supply of goods and provision of services in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its tender and incorporated in the contract.

## **20. Taxes and Duties**

- 20.1 Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to the purchaser.
- 20.2 Board is having customs duty exemption certificate, supplier can avail the exemption of custom.

## **21. Terms and Mode of Payment**

### **21.1 Payment Terms**

Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner.

A) Payment for Domestic Goods Or Foreign Origin Located Within India. Payment shall be made in Indian Rupees as specified in the contract in the following manner:

a) On delivery: 75 % payment of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents:

(i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;

(ii) Consignee Receipt Certificate as per Section XIV in original issued by the authorized representative of the consignee;

(iii) Two copies of packing list identifying contents of each package;

(iv) Inspection certificate issued by the nominated Inspection agency, if any.

(v) Insurance Certificate as per GCC Clause 11 and documents also to be submitted for payment of LC confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours;

(vi) Certificate of origin.

b) On Acceptance: Balance 25 % payment would be made against 'Final Acceptance Certificate' as per Section XV of goods to be issued by the consignees subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise.

B) Payment for Imported Goods:

Payment for foreign currency portion shall be made in the currency as specified in the contract in the following manner:

a) On Shipment: Seventy Five (75) % of the net CIP price (CIP price less Indian Agency commission) of the goods shipped shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the supplier in a bank in his country and upon submission of documents specified hereunder:

(i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;

- (ii) Original and four copies of the negotiable clean, on-board Bill of Lading/ Airway bill, marked freight pre paid and four copies of non-negotiable Bill of Lading/Airway bill;
- (iii) Four Copies of packing list identifying contents of each package;
- (iv) Insurance Certificate as per GCC Clause 11 and documents also to be submitted for payment of LC confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours;
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Inspection certificate issued by the nominated inspection agency, if applicable as per contract;
- (vii) Manufacturer's own factory inspection report and
- (viii) Certificate of origin by the chamber of commerce of the concerned country;
- (ix) Inspection Certificate for the dispatched equipments issued by recognized/ reputed agency, acceptable to the purchaser prior to dispatch.
- (x) Certificate of origin

b) On Acceptance: Balance payment of 25 % of net CIP price of goods would be made against 'Final Acceptance Certificate' as per Section XVIII to be issued by the consignees through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country, subject to recoveries, if any.

c) Payment of Incidental Costs till consignee site & Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) will be paid in Indian Rupees to the Indian Agent on proof of 100 % payment to the Foreign Principal.

d) Payment of Indian Agency Commission: Indian Agency commission, if any, will be paid to the manufacturer's agent in the local currency for an amount in Indian rupees indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation / exchange variation. Payment shall be paid in Indian Rupees to the Indian Agent on proof of 100 % payment to the Foreign Principal.

D) Payment for Annual Maintenance Contract Charges:

The consignee will enter into AMC with the supplier at the rates as stipulated in the contract. The payment of AMC will be made on six monthly basis after satisfactory completion of said period, duly certified by the consignee on receipt of bank guarantee for an amount equivalent to 2.5 % of the cost of the equipment as per contract in the prescribed format given in Section XV valid till 2 months after expiry of entire AMC period.

- 21.2 The supplier shall not claim any interest on payments under the contract.
- 21.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.
- 21.4 Irrevocable & non – transferable LC shall be opened by the respective consignees. However, if the supplier requests specifically to open confirmed LC, the extra charges would be borne by the supplier. If LC is required to be extended and/or amended for reasons not attributable to the purchaser/consignee, the charges thereof shall be borne by the supplier.
- 21.5 The payment shall be made in the currency / currencies authorised in the contract.
- 21.6 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective consignees.
- 21.7 While claiming payment, the supplier is also to 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.

- 21.8 While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty, custom duty) from the Purchaser/Consignee, 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/Consignee forthwith.
- 21.9 In case where the supplier is not in a position 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.

## **22. Delay in the supplier's performance**

- 22.1 The supplier shall deliver of the goods and perform the services under the contract within the time schedule specified by the Purchaser/Consignee in the List of Requirements and as incorporated in the contract.
- 22.2 Subject to the provision under GCC clause 26, 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.
- 22.3 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/Consignee in writing about the same and its likely duration and make a request to the Purchaser/Consignee for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser/Consignee 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.
- 22.4 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/Consignee shall recover from the supplier, under the provisions of the clause 23 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/ VAT, Service Tax and Works Contract 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/Consignee 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/ VAT, Service Tax and Works Contract 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.
- 22.5 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Purchaser/Consignee for extension of delivery period and obtain the same before dispatch. In case the supplier dispatches 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.

### **23. Liquidated damages**

23.1 Subject to GCC clause 26, if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser / Consignee shall, without prejudice to other rights and remedies available to the Purchaser/Consignee under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser/Consignee may consider termination of the contract as per GCC 24. During the above-mentioned delayed period of supply and / or performance, the conditions incorporated under GCC sub-clause 22.4 above shall also apply.

### **24. Termination for default**

24.1 The Purchaser/Consignee, without prejudice to any other contractual rights and remedies available to it (the Purchaser/Consignee), may, 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/Consignee pursuant to GCC sub-clauses 22.3 and 22.4.

24.2 In the event of the Purchaser/Consignee terminates the contract in whole or in part, pursuant to GCC sub-clause 24.1 above, the Purchaser/Consignee may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser/Consignee for the extra expenditure, if any, incurred by the Purchaser/Consignee for arranging such procurement.

24.3 Unless otherwise instructed by the Purchaser/Consignee, the supplier shall continue to perform the contract to the extent not terminated.

### **25. Termination for insolvency**

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

### **26. Force Majeure**

26.1 Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.

26.2 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event

- and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to acts of the Purchaser/Consignee 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 excluding by its employees, lockouts excluding by its management, and freight embargoes.
- 26.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within weeks time twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee 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.
- 26.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 26.5 In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfill its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

**27. Termination for convenience**

- 27.1 The Purchaser/Consignee reserves the right to terminate the contract, in whole or in part for its (Purchaser's/Consignee '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/Consignee. The notice shall also indicate interalia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- 27.2 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/Consignee following the contract terms, conditions and prices for the remaining goods and services the Purchaser/Consignee 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.

**28. Governing language**

- 28.1 The contract shall be written in English language following the provision as contained in GIT clause 4. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

**29. Notices**

- 29.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable or telex or facsimile and confirmed in writing. The procedure will also provide the sender of the notice, the 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.
- 29.2 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.

### **30. Resolution of disputes**

- 30.1 If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 30.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of an officer in the Ministry of Law and Justice, appointed to be the arbitrator by the Member Secretary Maharashtra Pollution Board. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakhs (Rs. 1,00,000/-)
- 30.3 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued i.e. Mumbai.

### **31. Applicable Law**

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

### **32. General/ Miscellaneous Clauses**

- 32.1 Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Supplier/its Indian Agent/AMC Provider on the one side and the Purchaser on the other side, a relationship of master and servant or principal and agent.
- 32.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- 32.3 The Supplier shall notify the Purchaser/ Consignee of any material change would impact on performance of its obligations under this Contract.
- 32.4 Each member/constituent of the Supplier/its Indian Agent/AMC Provider, in case of consortium shall be jointly and severally liable to and responsible for all obligations towards the Purchaser/Consignee/Government for performance of contract/services including that of its Associates/Sub Contractors under the Contract.
- 32.5 The Supplier/its Indian Agent/AMC Provider shall at all times, indemnify and keep indemnified the Purchaser/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under AMC or the Contract.
- 32.6 The Supplier/its Agent/AMC Provider shall, at all times, indemnify and keep indemnified the Purchaser/Consignee against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees

- or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc.
- 32.7 All claims regarding indemnity shall survive the termination or expiry of the contract

## SECTION -VI LIST OF REQUIREMENTS

### Part I

Sr. No.	Equipment Name	Total Quantity
1	Glassware washer	3
2	Online UPS 10 KVA	2
3	Ozone analyser	1
4	Purge & Trap system	2
5	Particle size analyser	1
6.	RDS	1
7.	Semi micro Balance	1
8	Solid phase Extrator	1
9	TKN Analyzer	2
10	U.V. Spectrophotometer	1

### Part II: Required Delivery Schedule:

- a) For Indigenous goods or for imported goods if supplied from India: 30 days from date of Notification of Award to delivery at consignee site. The date of delivery will be the date of delivery at consignee site (Tenderers may quote earliest delivery period).
- b) For Imported goods directly from foreign: 45 days from the date of opening of L/C. The date of delivery will be the date of Bill of Lading /Airway bill. (Tenderers may quote the earliest delivery period).

Note: The Purchaser/Consignee reserves the right to extend the delivery period upto one year from the date of NOA at its discretion.

### Delivery chart

Sr. No.	Place of Supply & Accepting Authority	Dish washer	Uv / vis	ups	Particle counter	O3 analyzer	TKN ANALYSER	SsemiMico Balance	Purge& trap	SPE	RDS
1.	Senior Scientific Officer, Central Laboratory	-	-	-	1	1	-	-	1	1	1
2.	Scientific Officer, Regional Lab., A' bad	1	-	-	-	-	1	-	-	-	-
3.	Scientific Officer, Regional Lab., Nagpur	-	-	1	-	-	1	-	-	-	-
4.	Scientific Officer, Regional Lab., Chiplun	-	-	1	-	-	-	1	-	-	-
5.	Scientific Officer, Regional Lab., Nashik	1	-	-	-	-	-	-	-	-	-
6.	Scientific Officer, Regional Lab., Pune	1	1	-	-	-	-	-	1	-	-

### Addresses for Delivery of Instruments

Sr. No.	Name of the Regional Laboratories	Address	Tel. & Fax Nos.
1.	<b>Central laboratory, Mahape, Navi Mumbai</b>	Nirmal Bhavan, Plot no. 3, Sheel Mahape Road, MIDC TTC, Mahape, Navi Mumbai – 400 710.	Tel. 64504220 Fax. 64504220
2.	<b>Regional Laboratory, Aurangabad.</b>	Paryavaran Bhavan, Plot no, A-4/1, Chilkalthana MIDC Area, Behind Dainik Lokpatra, Jalna Road, Aurangabad – 431 210	Tel: 0240-2473461 Fax: 0240-2473462
3.	<b>Regional Laboratory, Nagpur</b>	Udyog Bhavan, 6 <sup>th</sup> Floor, Near Sales Tax Office, Civil Lines, Nagpur – 440 001	Tel: 0712-2557231 Fax:- 0712-2560851
4.	<b>Regional Laboratory, Chiplun</b>	Parkar Complex, 1 <sup>st</sup> Floor, Behind Nagar Parishad, Chiplun, Dist. Ratnagiri	Tel.: 02355 – 261970 Fax: 02355 – 261570
5.	<b>Regional Laboratory, Nashik</b>	Udyog Bhavan, Satpur MIDC, Near ITI, Nashik – 422 107	Tel: 0253 - 2362820 Fax: 0253 - 2365161
6.	<b>Regional Laboratory, Pune</b>	Jog Centre, 3 <sup>rd</sup> Floor, Mumbai Pune Road, Wakdevadi, Pune 411 003	Tel: 020-25811698 Fax: 020-25811029

Part III: Scope of Incidental Services:

Installation & Commissioning, Supervision, Demonstration, Trial run and Training etc. as specified in GCC Clause 13

Part IV: Annual Maintenance Contract (AMC) as per details in Technical Specification.

Part VI: Required Terms of Delivery and Destination.

a) For Indigenous goods or for imported goods if supplied from India: At Consignee Site – Specified in the List of Requirements Insurance (local transportation and storage) would be borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery

b) For Imported goods directly from abroad: The foreign tenderers are required to quote their rates on CIP Named Port of Destination Basis giving break up of the price as per the Proforma prescribed in the Price Schedule. Purchaser will place the order on CIP Named Port of Destination basis. The shipping arrangements shall be made by suppliers as per the current Govt rules in force. Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery. Destination/Consignee details are given.

## **SECTION – V - TECHNICAL SPECIFICATIONS**

Note 1: Tenderer's attention is drawn to GIT clause 18 and GIT sub-clause 11.1(c). The tenderer is to provide the required details, information, confirmations, etc. accordingly failing which it's tender is liable to be ignored.

Note 2: General: Bidders are requested to make sure that they should attach the list of equipments for carrying out routine and preventive maintenance wherever asked for and should make sure that Electrical Safety of the equipments to periodically check the electrical safety aspects as per BIS Safety Standards IS-13540 which is also equivalent to IEC electrical safety standard IEC-60601 is a part of the equipments. If the Electrical Safety Analyzer/Tester is not available they should provide a commitment to get the equipments checked for electrical safety compliance with Electronic Regional Test Labs / Electronics Test and Development Centers across the country on every preventive maintenance call.

Note 3: OPTIONAL ITEMS: Bidders are requested to quote for all the available options as asked in the bidding document with reasonable pricing. However the pricing for optional items will not be considered for price comparison for ranking purpose. If the firm has not quoted for any optional item (except the items of turnkey) their offer will be treated as TECHNICALLY RESPONSIVE if otherwise meeting the specification.

## TECHNICAL SPECIFICATIONS

### SCHEDULE NO. -1- Glassware Washer with Drying System

The glassware washer with drying system should have two washing levels with different trolleys to wash all types of oil stained, petrol/diesel stained, blood/Agar stained glasswares like Vol. flask, RB flask, Vials, conical flask, bottles, beakers, pipettes, Petri dishes, test tubes & measuring cylinders etc.

The glassware washer should be microprocessor controlled, programmable and the drying system should be built in. The programming and operating procedure should be simple, versatile and user friendly. It should be easily possible to set important parameters like cycle time, operating temperature (washing & drying), types and quantities of additives required. It should also be possible to select & modify the no. of phases in each washing cycle, no. of rinses and the type of water to be used.

The construction material of the machine should be stainless steel in which washing tank & door should be of AISI 316L – acid resistant chrome-nickel-molybdenum SS and external panels in AISI 304 SS.

The machine should have following features:

- 1) The machine should have illuminated display of 2 lines x 20 characters with clear cut test messages.
- 2) The standard built in 20 programmes, which should be user modifiable and should support various cleaning applications like – plastic wash, glassware quick medium standard intensive wash for below.
  - Heavy Oil stained glassware
  - Oil stained glassware
  - Oil grease stained glassware
  - Mineral oil stained glassware
  - Diesel stained glassware
  - Petrol stained glassware
  - Blood stained glassware
  - Agar stained glassware
  - Thermal disinfection
- 3) Each washing cycle should use neutral liquid detergent to ensure non-contaminated glassware after washing.
- 4) Each washing cycle should have been divided in different phases or sub cycles and the machine should display the operation status.
- 5) The machine should have monitoring display so that during operation display shows the operation being performed, the time remaining before end of the programme, the washing temperature and characteristic data of the set programme.
- 6) The machine should have capability of working single phase 230 Volts 50 Hz

Other Specification

<b>Installed programmes</b>	20 pre-programmed,
<b>Dosing Peristaltic pump</b>	2 Nos ( 0-250ml user selectable ) default,ie. 1 peristaltic pump for alkaline liquid detergent 1 peristaltic pump for neutralizing agent
<b>Additional Dosing Pump</b>	1 No. For Liquid Additive Antifoam 1 No. For Liquid Additive Caustic Soda
<b>Circulation pump capacity</b>	Not less than 400 ltrs / min
<b>Water Programmable Temp.</b>	35 to 95 deg. C. ( user selectable )
<b>Security Door Lock</b>	Should be Built-in Mechanism.( Mechanical & Electronics )
<b>Auto Fault Finding Menu</b>	Should be Built-in
<b>Separate Draining Facility Per Phase</b>	Must be Available.
<b>Noise level</b>	<50 db
<b>Drying Motor</b>	0.4 kW
<b>Relative Air Filter 98% DOP &amp; Life</b>	For clean air while drying & it should last Approx. One Year
<b>Absolute Air Filter class 99.99% DOP &amp; Life</b>	To protect motor and machine while drying and should have life of approx. 2 years
<b>Drying Programmable Temperature</b>	75 to 100 deg. C. ( user selectable )
<b>Air Throughput</b>	Approx. 60 m <sup>3</sup> /hr.
<b>Pressure</b>	3 to 5 bar
<b>Water Input</b>	3 separate port should be available for hot water, cold water & demineralised water.
<b>Water Heating Rating</b>	6.3 kW ( In-built heater required )

- The machine should work satisfactorily with the easily available local detergents.
- The machine should accommodate following type of washing trolleys
  - 1) Test tubes
  - 2) Conical flasks , volumetric flasks ,Narrow neck glasswares ,beakers
  - 3) HPLC / GC vials
  - 4) 450-490mm height pipettes
  - 5) 70-120 mm Petri dishes
  - 6) 5-way reactor washing trolleys
  - 7) Glass Bottle of 1.00 & 2.5 lit capacity

## **SCHEDULE-2 Online UPS 10 KVA 30 mins.**

Technology: High frequency PWM/MOSFET/IGBT technology (true online)

INPUT: Standard Input Voltage : 230V A.C. (Single phase)  
Input voltage Excursion : + 10 % -20 %  
Standard Input Frequency : 50 Hz  
Input Frequency Excursion : +/- 10 %

### OUTPUT:

Output voltage :  
Output voltage regulation : 230 V.C.  
Output Frequency : +/- 1%  
Output frequency regulation : +/- 0.5 %

LOAD POWER FACTOR: Unity to .7 Lagging.

### OVERLOAD RATING:

1.10% Continuous.  
120 % for half hour.  
150% for 60 cycles.  
200% for 10 Cycles.

SWITCH OVER DELAY: No Break.

RELIABILITY: Overall reliability of the UPS system better than 200 hrs. of MIBF

TEMPERATURE AND HUMIDITY: Ambient temp. 0° C to 45° C, Humidity 95% Max, relative condensing.

NOISE LEVEL : Less than 50 dB at 1 meter from the machine.

INVERTOR EFFICIENCY: More than 90 %

DISTORSION: Less than 3 %

RECTIFIER (CHARACTER) DETAILS: Automatic float cum Boost charger.

Rectifier-charger output rating should be sufficient to supply the inverter at its full load plus for float/boost charging the battery. It should also be able to handle overload of 125% pf the full load.

PROTECTION : Input line fuse for over voltage  
Output under/over voltage.  
Battery DC under/over voltage.  
Overload and shortcut at the output.  
Rectifier charger (thyristor protection)  
Battery reverse polarity.  
Over temperature.

LED INDICATIONS: Mains /inverter on  
Battery charge/Discharge  
Load Bar graph.

DIGITAL METERING: AC input/output voltage  
AC Load Current  
DC current (Analogue/ Digital)  
DC Frequency ( for 10KVA UPS)

DOUBLE ALARM: For the conditions of Battery Low, Mains Fails, UPS fail, inverter over/under voltage, overload, bypass on, over temperature, Frequency Variation etc.

STACK SWITCH: The UPS should have Bidirectional Static Switch which should take care of uninterrupted transfer of 100 % load from UPS to Bypass mode and Bypass to UPS mode in case of problems in UPS over Bypass supply as the case may be. Manual Bypass switch should also be provided.

VOLTAGE STABILIZER:

The servo controlled voltage stabilizer should be connected on bypass mode to ensure stabilized power supply whenever the UPS is automatically switched over to bypass mode.

The servo controlled voltage stabilizer should have the capacity equivalent to the capacity of the UPS system whenever the UPS is automatically switched over to the bypass mode.

BATTERY BACKUP:

The battery backup should be of minimum 30 min.

The battery should be of internationally approved standard like ISO or equivalent and of Tubular/BMF type.

The bidder should indicate the DC Bus structure and number of batteries required as the DC Bus architecture and the all capacity of the batteries separately for UPS systems. The bidder also should indicate the standard VA rating which should be sufficient to provide appropriate no. of hours of trouble free battery backup and battery recharge time which should be less than 2 hours.

UPS CAPACITY : 10KVA

AFTER SELLS SERVICE : Locally available for 5 years.

### **SCHEDULE-3 Ozone Analyzer**

Preset Photometer Ranges	:	0-0.05, 0.1, 0.2, 0.5, 1.0, 1.2, 1.5, 2.0, 5.0 ppm 0-0.1, 0.2, 0.5, 1.0, 2.0, 5.0, 10.0 µg/m <sup>3</sup>
Custom Ranges	:	0-0.05 to 5 ppm 0-0.1 to 10 µg/m <sup>3</sup>
Zero Noise	:	0.25 ppb RMS (60 second averaging time)
Lower Detectable Limit	:	0.50 ppb
Response Time	:	20 seconds (10 second lag time)
Precision	:	1.0 ppb
Linearity	:	+/-1% full scale
Sample Flow Rate	:	1-3 liters/min.
Operating Temperature	:	0°C - 45°C
Power Requirements	:	100 V AC, 115 V AC, 220-240 V AC +/-10% @ 150W
Outputs	:	Selectable Voltage, RS232/RS485, TCP/IP, 10 Status Relays, and Power Fail Indication (standard). 0-20 or 4-20 mA Isolated Current Outout (optional)
Inputs	:	16 Digital Inputs (standard), 8 0-10V DC Analog
Ozonator Output	:	0.025 - 1.000 ppm @ 3-4 LPM
Ozonator Response	:	1 minute to 98% or 5 ppb of final value, whichever is greater
Stability	:	+/- 4 ppb or +/- 1% or reading, whichever is greater

## **SCHEDULE-4- Particle size analyzer**

<b>Operating Principle</b>	:	Counts individual particle using scattered laser light and calculates the equivalent mass concentration using a proprietary algorithm
<b>Performance Mass Mode</b>		
Size Ranges	:	PM1, PM2.5, PM7, PM10, and TSP
Concentration Range	:	0 – 1 mg/m <sup>3</sup>
Sample Time – Mass Mode	:	2 minutes
<b>Particle Mode</b>		
Particle Size Range	:	Two channels—0.5 and 5.0 µm
Concentration Range	:	0 – 3,000,000 particles per cubic foot (105,900 particles/L)
Sample Time	:	8 hours
Particle Mode	:	1 minute
Accuracy	:	± 10%, to calibration aerosol
Sensitivity	:	0.5 µm @ 2 to 1 peak to valley (JIS), 2 to 1 S/N
Flow Rate	:	0.1 cfm (2.83 lpm)
<b>Electrical</b>		
Light Source	:	Laser diode, 5 MW, 780 nm
Power	:	6V Ni-MH self-contained battery pack—provides 8 hours of typical intermittent operation, up to 5 hours continuous use
AC Adapter/Charger	:	AC to DC module, 100–240 VAC to 9 VDC @ 350 mA typical
Communications	:	RS-232
Particle Certifications	:	Meets or exceeds CE, ISO, ASTM, and JIS international certifications
Mass Certifications	:	Requires proper use of appropriate K-factors for material being measured
<b>Interface</b>		
Display	:	16-character × 4-line LCD
Keyboard	:	7-key membrane type
<b>Physical</b>		
Size	:	Height = 6.25" (15.9 cm) Width = 4.0" (10.2 cm) Thickness = 2.1" (5.4 cm)
Weight	:	1.94 lb – 31 oz (0.88 kg)
<b>Environmental</b>		
Operating Temperature	:	0° to +50°C
Storage Temperature	:	-20° to +60°C
<b>Accessories</b>	:	Operation Manual Custom Serial Cable Communication Software AC to DC Converter Module with IEC AC Power Cord Iso-kinetic Sample Probe Screwdriver Carrying Case Zero Particulate Filter
<b>Optional</b>	:	RH & Temperature Probe Flow Meter

## **SCHEDULE-5- Purge and Trap Concentrator**

<b>Cycle Time</b>	The cycle time for the unit is 17 minutes when using an 11 minute purge time. This time also includes desorb, bake and cool down for the Stratum PTC only and assumes ambient lab temperature. (20-22°C)
<b>Trap Furnace</b>	Ambient to 350°C cools from 250°C to 40°C in 90 seconds or less at ambient lab temperatures (20-22°C).
<b>6-port switching valve</b>	Ambient to 300°C actuated at 24 Volts (D.C.).
<b>External Transfer Line</b>	Ambient to 300°C.
<b>Sample Mount</b>	Ambient to 100°C
<b>Condenser</b>	Ambient to 250°C
<b>Sample Heater (optional)</b>	Ambient to 90°C
<b>Sample Pathway</b>	All tubing and related fitting use Siltek® coating.
<b>Gas Requirements</b>	99.999% Helium or Nitrogen
<b>Electronic Mass Flow Controller</b>	Device should be capable of controlling flow rates between 5mL/min. to 500mL/min. Each mode is independently controlled. Device also capable of recording pressures for sample logging and automatic leak checking.
<b>Operating System</b>	PC using Windows ® XP.
<b>Software</b>	Approved software, interfaced with RS-232.
<b>Operating Conditions</b>	The system should be capable of operating in Lab Temperatures between 10-30°C and humidity levels between 10-90%.
<b>Corrosion</b>	The front cover is corrosion resistant to waters within a pH range of 1-10.
<b>Voltage</b>	220/240VAC, 50/60Hz, 5amps, 1150 watts.

## **SCHEDULE-6    Respiratory Dust Sampler**

Flow Rate	:	0.9 to 1.4 cubic meter per minute free flow, preferably with flow stabilization by flow control device and brush less motor
Particle size	:	Particles of 10 micron and below collected on filter paper. Filter holder designed to accept any standard filter sheet of 20cm x 25 cm. separate provision for collecting SPM bigger than 10 micron under the cyclone.
Sampling time	:	28 hours (maximum)
Time totalizer	:	0 to 9999.99 hours. Time totaliser circuit detects blower stoppage due to any reason.
Automatic sampling	:	24 hour programmable timer to automatically shut-off the system after preset time intervals
Power	:	Normal $230 \pm 10$ V single phase, 50 Hz.
Gaseous Sampling Attachment	:	
Flow rate	:	0.3 to 3 LPM $\pm$ 2% accuracy FSD
Flow control	:	Four inlet manifold with the built in needle valves for flow control of each inlet.
Sampling Train	:	4 nos. of 35 ml. borosilicate glass impingers kept in ice tray. Dimensions as per IS:5182 Part V. Cooled preferably by Thermo-electric cooling.

## **SCHEDULE-7- Semi Micro weighing balance**

The semi micro weighing balance shall meet the following specifications;

- Weighing range : 120gms
- Readability : 0.01mg
- Repeatability : 0.02mg up to 60 gms 0.1 mg up to 120 gms
- Display : LCD
- Taring facility : Entire range
- Sensitivity drift :  $\pm 2\%/^{\circ}\text{C}$
- Calibration : Automatic (Built in)
- Power :  $230\pm 10$  v, 50 Hz

## **SCHEDULE-8- Solid Phase Extractor**

Solid phase extraction should be an automated one and should be able to handle sample volumes ranging from 10 ml to 2000ml, single or batch process using 5-10 ml of SPE columns. The workstation should be fully automated to perform the work like conditioning of cartridges, sample loading and elution of cartridge.

The required pump should be valve less to handle the samples containing suspended solids. The work station should have the facility for online concentration by using nitrogen gas.

It should be able to separate aqueous and solvent waste by separate waste lines. Should be able to fit 11mm GC tube, 16x100mm or 17mmx60mm tube and 15ml conical bottom centrifuge tubes along with racks to fit above tubes.

The liquid management should be done by

- 1-10ml air syringes
- 1-10ml liquid handling syringes
- 12 port valve
- 2 way rotary valve
- 1 liter Teflon reservoirs 6 nos

Solid phase extraction system should be provided with columns to fit 1ml,3ml,6ml 8ml syringes. Column plunger adapter should be available.

The system should be provided with solvent vapour venting system.

## **SCHEDULE-9- Total Kjeldhal Nitrogen Analyzer**

Distilling Unit	: Unit should be fully automatic addition of alkali built in steam generator complete with alkali tank a set of 10 receiver flask adapter for 100 ml and 250 ml tubes provision for feed water. Along with distillation system, exhaust system scrubber, titration unit (50 ml) receiver flask handling device for distillation tube along with dispenser for acid.
Distillation type	: 4 minute at 30 mg of Nitrogen (7 minute at 200 mg of Nitrogen)
Distillation capacity	: 30 to 35 mg per minute.
Measuring Range	: 0.1 to 200 mg N
Reproducibility	: $\pm 1\%$ relative
Recovery	: above 99.5 % at Nitrogen levels between 1 to 200 mg
Alkali pump repeatability	: 50 ml with S.D. 0.2 ml
Region volumes	: 0 to 150 ml in steps of 10 ml
Power supply	: $230 \pm 10$ volts/50 Hz AC
Water consumption	: 2 lit. per minute
Ambient temperature	: $40^{\circ}$ c
Humidity	: Maximum 80% relative

## **SCHEDULE-10-UV-Visible Spectrophotometer**

### Specifications:

Computer controlled spectrophotometer, which can be used with a rectangular cells of at least 10 mm thickness and sipper flow through cell, having following specifications.

Wavelength Range	:	Should cover 100-900 nm range
Wavelength readability	:	Better than or equal to 0.1 nm.
Wavelength accuracy	:	Better than or equal to $\pm 0.3$ nm.
Wavelength repeatability	:	Better than or equal to $\pm 0.05$ nm.
Spectral bandwidth	:	Greater than 1.0 nm and selectable.
Scan speed	:	User selectable 10-3800 nm/min.
Lamp source	:	Deuterium, Tungsten lamp with auto switch over and position adjustment.
Detector	:	PMT/Double beam, sealed, quartz coated mirrors.
Display	:	LCD; VGA graphics
Ambient requirements	:	15-40°C, Humidity-30-90%
Interface	:	RS 232 C/(computer),Centronics Parallel (printer)
Photometric range	:	Should cover - 0.500 to + 2.500 Abs range Transmittance 0.0 to 300%
Photometric accuracy	:	better than or equal to 0.005 Abs range at 1 Abs
Photometric noise at 500 nm	:	< 0.00005A
Photometric stability	:	<0.001A/Hr at 500 nm.
Photometric readout	:	Should at least provide ABS (four digit) % T and concentration modes.
Stray light	:	less than 0.01% T or better at 220 nm, 340 nm, 370 nm.
Drift @ 240 and 350 nm	:	less than 0.0004 Abs/hr after warm up
Power	:	230 $\pm$ 10 V/50 Hz AC

The system should provide upgradable software support facility for the storage of spectra/methods, multi wavelength mode, baseline correction, peak area and other statistical calculations

Additional Items to be supplied

1. Printer : Should support screen images including numerical data, graphs, peak measurement etc.
2. Operation and maintenance manual, dust cover, and spare and consumables for 2 years operation for each of the following:  
-Main unit
3. Analytical manual
4. Service manual with one set of required tools
5. Trouble shooting chart - One set
6. Parts catalogue – 1 set
7. Rectangular absorption cells of 10 mm and 20 mm path lengths  
( Six Nos. of each)
8. Built in validation.

GENERAL POINTS:

1. Warranty:

- a) Two years Comprehensive Warranty as per Conditions of Contract of the TE document for complete equipment, installation, commissioning, trial run & handing over of equipment to the user.
- b) 98% up time Warranty of complete equipment with extension of Warranty period by double the downtime period on 24 (hrs) X 7 (days) X 365 (days) basis.
- c) All software updates should be provided free of cost during Warranty period.

2. After Sales Service:

Prompt After sales services should be available all over Maharashtra, 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly, for at least 10 years from the date of supply.

3. Training: On Site training to Scientific staff is to be provided by Principal/ Indian Agents for operation and maintenance of the equipment to the satisfaction of the consignee.

Quality Control Requirements: All quality test should be performed after the commissioning of the instruments as per set for standards and should be incorporated in the documents to be submitted for final settlements of payments

## **SECTION VI: Quality Control Requirements**

All quality test should be performed after the commissioning of the instruments as per set for standards and should be incorporated in the documents to be submitted for final settlements of payments

## **SECTION – VII - QUALIFICATION CRITERIA**

1. The Tenderer must be a Manufacturer or its authorized Agent.
2. (a) The Manufacturer should have supplied and installed in last Five years from the date of Tender Opening, at least 200% of the quoted quantity of the similar equipment meeting major specification parameters which is functioning satisfactorily. The foreign Manufacturer satisfying the above criteria should also have supplied and installed in last Five years from the date of Tender Opening, at least 100% of quoted quantity of similar model which is functioning satisfactorily any where outside the country of manufacture.  
(b) The Tenderers quoting as authorized representative of the manufacturer meeting the above criteria 2 (a) should have supplied and installed in last Five years from the date of Tender Opening, at least 100% of the quoted quantity of similar equipments which are functioning satisfactorily, any where in India of the same manufacturer.

Note:

1. In support of 2 (a) & 2 (b), the Tenderer shall furnish Performance statement in the enclosed  
The manufacturer as well as the Tenderer/ Indian Agent shall furnish Satisfactory Performance Certificate in respect of above, along with the tender.
2. The Tenderer shall furnish a brief write-up, packed with adequate data explaining and establishing his available capacity/capability (both technical and financial) to perform the Contract (if awarded) within the stipulated time period, after meeting all its current/present commitments. The Tenderer shall also furnish details of Equipment and Quality Control.
3. Notwithstanding anything stated above, the Purchaser reserves the right to assess the Tenderer's capability and capacity to perform the contract satisfactorily before deciding on award of Contract, should circumstances warrant such an assessment in the overall interest of the Purchaser.
4. The Purchaser reserves the right to ask for a free demonstration of the quoted equipment at a pre determined place acceptable to the purchaser for technical acceptability as per the tender specifications, before the opening of the Price Tender.

## SECTION –VIII -TENDER FORM

Date \_\_\_\_\_

To  
Member Secretary,  
Maharashtra Pollution Control Board,  
3rd Floor, Sion Mumbai

Ref. Your TE document No. \_\_\_\_\_ dated \_\_\_\_\_

We, the undersigned have examined the above mentioned TE document, including Amendment /corrigendum No. \_\_\_\_\_, dated \_\_\_\_\_ (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver \_\_\_\_\_ (Description of goods and services) in conformity with your above referred document for the sum of \_\_\_\_\_ (total tender amount in figures and words), as shown in the price schedule(s), attached herewith and made part of this tender.

If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements. We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section -V – “Special Conditions of Contract”, for due performance of the contract.

We agree to keep our tender valid for acceptance as required in the GIT clause 20, read with modification, if any in Section -III – “Special Instructions to Tenderers” or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry. We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities. We confirm that we fully agree to the terms and conditions specified in above mentioned TE document, including amendment/corrigendum if any.

(Signature with date)  
(Name and designation)  
Duly authorised to sign tender.

## SECTION – IX- PRICE SCHEDULE

**(To be filled by the bidder and must be kept in “PRICE TENDER” part of the tender)**

1. DETAILS SHOWING QUANTITY, SPECIFICATIONS, RATES AND OTHER DETAILS OF THE ITEMS OFFERED

Sr. No. of the item as per tender document	Name of the item	Quantity in the tender	Rate	Cost	Taxes and other expenditure (Ins, freight etc.) may be shown separately	Total Cost
1	2	5	6	7	8	9
<b>1.</b>						
<b>2.</b>						
<b>3.</b>						
<b>4.</b>						
<b>5.</b>						

**NOTE: *If this sheet is not sufficient to accommodate the bid, the additional sheets containing the same proforma may be used but the bidder with the seal must sign all such sheets including this one. In case of foreign bidder this Annexure must enclose proforma invoice item wise.***

## **SECTION – X - QUESTIONNAIRE**

Fill up the Section XVI – Check List for Tenderers and enclose with the Tender

1. The tenderer should furnish specific answers to all the questions/issues mentioned in the Checklist. In case a question/issue does not apply to a tenderer, the same should be answered with the remark “not applicable”
2. Wherever necessary and applicable, the tenderer shall enclose certified copy as documentary proof/ evidence to substantiate the corresponding statement.
3. In case a tenderer furnishes a wrong or evasive answer against any of the question/issues mentioned in the Checklist, its tender will be liable to be ignored.

## SECTION – XI - MANUFACTURER’S AUTHORISATION FORM

To  
Member Secretary,  
Maharashtra Pollution Control Board,  
3rd Floor, Sion Mumbai

Dear Sirs,

Ref. Your TE 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 TE 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 TE documents for the above goods manufactured by us.

We also hereby extend our full warranty, AMC as applicable as per clause 15 of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this TE document.

Yours faithfully,

[Signature with date, name and designation]

for and on behalf of Messrs \_\_\_\_\_

[Name & address of the manufacturers]

Note: 1. 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.

2. Original letter may be sent.

**SECTION – XII-      BANK GUARANTEE FORM**  
**FOR PERFORMANCE SECURITY/ AMC SECURITY**

To  
Member Secretary,  
Maharashtra Pollution Control Board,  
3rd Floor, Sion Mumbai

WHEREAS \_\_\_\_\_ (Name and address of the supplier)  
(Hereinafter called “the supplier”) has undertaken, in pursuance of contract  
no \_\_\_\_\_ dated \_\_\_\_\_ to supply (description of goods and  
services) (herein after called “the contract”).

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

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

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

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

We further agree that no change or addition to or other modification of the terms of the  
contract to be performed there under or of any of the contract documents which may be made  
between you and the supplier shall in any way release us from any liability under this guarantee  
and we hereby waive notice of any such change, addition or modification. This guarantee shall  
be valid up to 30 (thirty) months from the date of Notification of Award i.e. up to -----  
(indicate date)

.....  
(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

## SECTION – XIII - CONTRACT FORM –A

CONTRACT FORM FOR SUPPLY, INSTALLATION, COMMISSIONING, HANDING OVER, TRIAL RUN, TRAINING OF OPERATORS & WARRANTY OF GOODS

To.

Member Secretary,  
Maharashtra Pollution Control Board,  
3rd Floor, Sion Mumbai

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 TE 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 integral part of this contract:
  - (i) General Conditions of Contract;
  - (ii) Special Conditions of Contract;
  - (iii) List of Requirements;
  - (iv) Technical Specifications;
  - (v) Quality Control Requirements;
  - (vi) Tender Form furnished by the supplier;
  - (vii) Price Schedule(s) furnished by the supplier in its tender;
  - (viii) Manufacturers' Authorisation Form (if applicable for this tender);
  - (ix) 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 1 of Section II – 'General Instructions to Tenderers' of the Purchaser's TE 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) \_\_\_\_\_

2. 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 dispatch instructions

(vi) Consignee, including port consignee, if any

3. Warranty clause

4. Payment terms

5. Paying authority

(Signature, name and address  
of the Purchaser's/Consignee's authorised official)  
For and on behalf of \_\_\_\_\_

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: \_\_\_\_\_

## SECTION – XIII -CONTRACT FORM – B

### CONTRACT FORM FOR ANNUAL MAINTENANCE CONTRACT

Annual Maintenance Contract No. \_\_\_\_\_ dated \_\_\_\_\_

Between Member Secretary, Maharashtra Pollution Control Board, 3rd Floor, Sion Mumbai And  
(Name & Address of the Supplier)

Ref: Contract No \_\_\_\_\_ dated \_\_\_\_\_ (Contract No. & date of Contract for supply, installation, commissioning, handing over, Trial run, Training of operators & warranty of goods)

In continuation to the above referred contract 6. The Contract of Annual Maintenance is hereby concluded as under: -

1	2	3	4	5										
Schedule No.	BRIEF DESCRIPTION OF GOODS	QUANTITY. (Nos.)	Annual Maintenance Contract Cost for Each Unit year wise*. <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <tr> <td style="padding: 2px;">1<sup>s</sup> t</td> <td style="padding: 2px;">2<sup>d</sup></td> <td style="padding: 2px;">3<sup>r</sup> d</td> <td style="padding: 2px;">4<sup>t</sup> h</td> <td style="padding: 2px;">5<sup>t</sup> h</td> </tr> <tr> <td style="height: 20px;"> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	1 <sup>s</sup> t	2 <sup>d</sup>	3 <sup>r</sup> d	4 <sup>t</sup> h	5 <sup>t</sup> h						Total Annual Maintenance Contract Cost for 5 Years [3 x (4a+4b+4c+4d+4e)]
1 <sup>s</sup> t	2 <sup>d</sup>	3 <sup>r</sup> d	4 <sup>t</sup> h	5 <sup>t</sup> h										

Total value (in figure) \_\_\_\_\_ (In words) \_\_\_\_\_

b) The AMC commence from the date of expiry of all obligations under Warranty i.e. from \_\_\_\_\_ (date of expiry of Warranty) and will expire on \_\_\_\_\_ (date of expiry of AMC)

c) The cost of Annual Maintenance Contract (AMC) which includes preventive maintenance, labour, after satisfactory completion of Warranty period may be quoted for next 5 years as contained in the above referred contract on yearly basis for complete equipment

d) There will be 98% uptime warranty during AMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend AMC period by double the downtime period.

e) During AMC period, the supplier shall visit at each consignee's site for preventive

maintenance including testing and calibration as per the manufacturer's service/ technical/ operational manual. The supplier shall visit each consignee site as recommended in the manufacturer's manual, but at least once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.

f) All software updates should be provided free of cost during AMC.

g) The bank guarantee valid till \_\_\_\_\_ [(fill the date) 2 months after expiry of entire AMC period] for an amount of Rs. \_\_\_\_\_ [(fill amount) equivalent to 2.5 % of the cost of the equipment as per contract] shall be furnished in the prescribed format given in Section XV of the TE document, along with the signed copy of Annual AMC within a period of 21 (twenty one) days of issue of Annual MC failing which the proceeds of Performance Security shall be payable to the Purchaser/Consignee.

h) If there is any lapse in the performance of the AMC as per contract, the proceeds Annual MC bank guarantee for an amount of Rs. \_\_\_\_\_ (equivalent to 2.5 % of the cost of the equipment as per contract) shall be payable to the Consignee.

i) Payment terms: The payment of Annual MC will be made against the bills raised to the consignee by the supplier on six monthly basis after satisfactory completion of said period, duly certified by the HOD concerned. The payment will be made in Indian Rupees.

j) Paying authority: \_\_\_\_\_

(Signature, name and address

For and on behalf of \_\_\_\_\_

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: \_\_\_\_\_

## SECTION – XIV-CONSIGNEE RECEIPT CERTIFICATE

(To be given by consignee's authorized representative)

The following store (s) has/have been received in good condition:

1) Contract No. & date : \_\_\_\_\_

2) Supplier's Name : \_\_\_\_\_

3) Consignee's Name & Address with

telephone No. & Fax No. : \_\_\_\_\_

4) Name of the item supplied : \_\_\_\_\_

5) Quantity Supplied : \_\_\_\_\_

6) Date of Receipt by the Consignee : \_\_\_\_\_

7) Name and designation of Authorized Representative of  
Consignee : \_\_\_\_\_

8) Signature of Authorized

Representative of Consignee with  
date : \_\_\_\_\_

9) Seal of the Consignee : \_\_\_\_\_

**SECTION – XV -PROFORMA OF FINAL ACCEPTANCE CERTIFICATE  
BY THE CONSIGNEE**

No \_\_\_\_\_

Date \_\_\_\_\_

To

M/s \_\_\_\_\_

**Subject: Certificate of commissioning of equipment /plant.**

This is to certify that the equipment(s)/plant(s) as detailed below has/have been received in good conditions along with all the standard and special accessories and a set of spares (Subject to remarks in Para no.02) in accordance with the contract/technical specifications.

The same has been installed and commissioned.

(a) Contract No \_\_\_\_\_ dated \_\_\_\_\_

(b) Description of the equipment(s)/plants: \_\_\_\_\_

(c) Equipment(s)/ plant(s) nos.: \_\_\_\_\_

(d) Quantity: \_\_\_\_\_

(e) Bill of Loading/Air Way Bill/Railway Receipt/ Goods Consignment Note  
no \_\_\_\_\_ dated \_\_\_\_\_

(f) Name of the vessel/Transporters: \_\_\_\_\_

(g) Name of the Consignee: \_\_\_\_\_

(h) Date of commissioning and proving test: \_\_\_\_\_

Details of accessories/spares not yet supplied and recoveries to be made on that account.

Sl. Description of Item Quantity Amount to be recovered No.

No. The proving test has been done to our entire satisfaction and operators have been trained to operate the equipment(s)/plant(s).

The supplier has fulfilled its contractual obligations satisfactorily ## or

The supplier has failed to fulfill its contractual obligations with regard to the following: He has not adhered to the time schedule specified in the contract in dispatching the Documents /drawings pursuant to 'Technical Specifications. He has not supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the period specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation of the equipment(s)/plant(s).The supplier as specified in the contract has not done training of personnel. The extent of delay for each of the activities to be performed by the supplier in terms of the

contract is. The amount of recovery on account of non-supply of accessories and spares is given under Parano.02.

The amount of recovery on account of failure of the supplier to meet his contractual obligations is \_\_\_\_\_ (here indicate the amount).

Signature

Name

Designation with stamp

## Explanatory notes for filling up the certificate:

He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specification'.

He has supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the time specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation of the equipment(s)/plant(s). Training of personnel has been done by the supplier as specified in the contract.

In the event of documents/drawings having not been supplied or installation and commissioning of the equipment(s)/plant(s) having been delayed on account of the supplier, the extent of delay should always be mentioned in clear terms.

## SECTION - XVI - CHECKLIST

Sr. No.	Activity	Yes / No / NA	Page No. in the TE document	Remarks
1.	Have you enclosed EMD of required amount for the quoted schedules?			
a.				
b.	In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per Section XIII?			
c.	In case Bank Guarantee is furnished, have you kept its validity of 165 days from Techno Commercial Tender Opening date as per clause 19 of GIT?			
2.	Have you enclosed duly filled Tender Form as per format in Section X?			
a.				
b.	Have you enclosed Power of Attorney in favour of the signatory?			
3.	Are you a SSI unit, if yes have you enclosed certificate of registration issued by Directorate of Industries/NSIC			
4.	Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications?			
a.				
b.	In case of Technical deviations in the compliance statement, have you identified and marked the deviations?			
5.	Have you submitted satisfactory performance certificate as per the Proforma for performance statement in Sec. IX of TE document in respect of all orders?			
a.				
b.	Have you submitted copy of the order(s) and end user certificate?			
c.	Have you submitted manufacturer's authorization as per Section XIV?			
7.	Have you submitted prices of goods, turnkey (if any), CMC etc. in the Price Schedule as per Section XI?			

8.	Have you kept validity of 120 days from the Techno Commercial Tender Opening date as per the TE document?			
9. a.	In case of Indian Tenderer, have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India?			
b.	In case of Foreign Tenderer, have you furnished Income Tax Account No. of your Indian Agent as allotted by the Income Tax Department of Government of India?			
10.	Have you intimated the name an full address of your Banker (s) along with your Account Number			
11.	Have you fully accepted payment terms as per TE document?			
12.	Have you fully accepted delivery period as per TE document?			
13.	Have you submitted the certificate of incorporation?			
14.	Have you accepted the warranty as per TE Document?			
15.	Have you accepted terms and conditions of TE document?			
16.	Have you furnished documents establishing your eligibility & qualification criteria as per TE documents?			
17.	Have you furnished Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Tender opening?			