


<p>भारत सरकार वित्त मन्त्रालय, राजस्व विभाग केन्द्रीय उत्पाद शुल्क एवं सीमा शुल्क जवाहर लाल नेहरू कस्टम हाउस, शेव TAL- URAN, जिला: रायगढ़, महाराष्ट्र: 400 707 पीएच: 022 27244700</p>	 सत्यमेव जयते	<p>Government of India Ministry of Finance, Department of Revenue Central Board of Excise & Customs, JawaharLal Nehru Customs House, Nhava Sheva, Tal-Uran, Dist: Raigad, Maharashtra: 400707. PH: 022 27240261</p>
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सी0सं0/35/Cus/Purchase/FTIR/2016-17

दिनांक/Dated 08.09.2016

TENDER NO. 28/2016-17

**NOTICE INVITING TENDER (NIT) FOR PURCHASE OF TECHNICAL
SPECIFICATION OF FOURIER TRANSFORM INFRA RED (FTIR)
SPECTROPHOTOMETER**

Period during which the tender enquiry document will be available on official website www.cbec.gov.in	From 08.9.2016 to 07.10.2016
Dead line for seeking clarification	15.09.2016 upto 1300 hrs
Pre-bid Conference	26.09.2016 at 1100 hrs at JNCH, Nhava Sheva, Tal-Uran, Dist: Raigad
Closing date and time for receipt of tenders	07.10.2016 up to 1700 hrs
Place of receipt of tenders	JNCH, Nhava Sheva, Tal-Uran, Dist: - Raigad – 400707
Earnest Money Deposit (EMD)	As per clause 10 of Section II
Date and Time of opening of tenders	17.10.2016 at 1500 hrs
Place of opening of tenders	JNCH, Nhava Sheva, Tal-Uran, Dist: - Raigad – 400707

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SECTION - I

NOTICE INVITING TENDER

Tender No. 01/2016-17

Dated: 08.09.2016

- 1.1 For and on behalf of the President of India, Commissioner of Customs, JNCH, Nhava Sheva, Tal-Uran, Dist -Raigad – 400707 invites sealed tenders valid up to 90 days from the date of opening of tender, in two parts, namely, (1) Technical Bid and (2) Price Bid from tenderers who meet the qualification criteria laid down in Section VII for supply of FTIR.

S.N	Name of the instruments	Quantity required	EMD (in INR)
1.	FOURIER TRANSFORM INFRA RED (FTIR) SPECTROPHOTOMETER	01(one)	50,000.00

The tender enquiry documents will be available on official website www.cbec.gov.in from 08.09.2016 to 07.10.2016. Last date for seeking clarification on tender is 15.09.2016 up to 1300 Hrs. The pre-bid conference will be held on 26.09.2016 at 1100 hrs at the address given below at para 1.3.

Closing date and time of submitting the tender : 1700 hrs on 07.10.2016

Opening date and time of tender : 1500 hrs. on 17.10.2016
at JNCH LAB, Nhava Sheva, Tal-Uran, Dist:-Raigad – 400707

- 1.2 Interested tenderers may download the tender enquiry documents (TED) and submit their tenders by utilising the downloaded documents.
- 1.3 Earnest Money Deposit (EMD) of Rs.50,000/- (Rupees Fifty Thousand Only) in the form of account payee demand draft / bankers cheque, drawn on a scheduled commercial bank in India, in favour of “RBI A/C Commissioner of Customs, JNCH” Mumbai, must reach at the address given below by 07.10.2016 at 1700 hrs.
- 1.4 Joint Director,
JNCH LAB,
Nhava Sheva, Tal-Uran,
Dist:-Raigad – 400707
- 1.5 In the event of any of the above mentioned dates being subsequently declared as a holiday / closed day for the purchase organisation, the tenders will be opened on the next working day at the appointed time.

- 1.6 The tenders received without EMD will be treated as non-responsive and rejected, at the initial stage itself.

(Sd/-)
Joint Director
JNCH LAB,
Nhava Sheva, Tal-Uran,
Dist-Raigad – 400707
For and on behalf of the
President of India
PH: 022 27240261
Fax: 022 27240261

SECTION - II

GENERAL INSTRUCTIONS TO TENDERERS (GIT)

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1. Introduction

- 1.1 The goods and related services required, delivery schedule and destination are given in Section-IV - List of Requirements.
- 1.2 Failure to provide the required information and/ or failure to comply with the instructions in these tender documents or give false/ incorrect information, may result in rejection of its tender.

2. Definitions and Abbreviations

2.1 The following terms and abbreviations used in these documents shall have the meaning as indicated below:

2.2 Definitions:

- (i) "Contract" means the written agreement entered into between the Purchaser and the Supplier together with all the documents mentioned therein and including all attachments, annexures, etc.
- (ii) "Consignee" means the person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of dispatch to another person as provided in the Contract then that "another" person is the consignee, also known as ultimate consignee.
- (iii) "Day" means calendar day.
- (iv) "Delivery" means supply of goods in finished and completely ready-for-use condition. The delivery shall be deemed to take place on delivery of the goods at the places of installation in accordance with the terms of the Contract after taking over the system and issuance of delivery & acceptance certificate to the Supplier of the same at the site.
- (v) "Goods" means the Fourier Transform Infra Red Spectrophotometer (FTIR).
- (vi) "Earnest Money Deposit" (EMD) means monetary guarantee to be furnished by a Tenderer.
- (vii) "Inspection" means activities such as measuring, examining, testing, gauging one or more characteristics of the goods or service and comparing the same with the specified requirement to determine conformity.
- (viii) "Inspecting Authority" means the authorised representative of the purchaser to act as Inspecting Authority for the purpose of this contract

and for the purpose of ascertaining the progress of the deliveries under the contract.

- (ix) "L1" means the Tenderer whose tender is the lowest;
- (x) "Material" means anything used in the manufacture or fabrication of the Fourier Transform Infra-Red Spectrophotometer (FTIR)/ Facility.
- (xi) "Performance Security / Security Deposit" means monetary guarantee to be furnished by the Supplier for due performance of the terms of contract.
- (xii) "Purchaser" means the President of India acting through the Commissioner of Customs, JNCH, Nhava Sheva, Navi Mumbai-400707 and includes his successors in office, nominees, authorized representatives.
- (xiii) "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.
- (xiv) "Specification" means the document / standard that prescribes the requirement with which product or service has to conform.
- (xv) "Supplier" means the individual, company or the firm supplying the goods and services, to whom the award has been issued.
- (xvi) "Tender" means quotation/ bid received from a firm/ Supplier/ OEM as per para 1 of Section VII.
- (xvii) "Tenderer" means individual, company, firm offering the tender.
- (xviii) "Technical specification" includes-
 - a) Specifications, Drawings, Documents and certificates as referred in Section V
 - b) Any other details governing the construction, manufacture or supply of stores as may be prescribed in the contract.
- (xix) "Test / Trial" means such tests as are prescribed in specifications to be made by the Purchaser or his nominee.

3. Language of tender

The tender and all subsequent correspondence shall be in English.

4. Eligible tenderers

Only tenderers who fulfill the qualification criteria specified in section VII are eligible to apply.

5. Content of Tender Enquiry Documents

In addition to Section I - "Notice inviting Tender" (NIT), the tender enquiry documents include:

Section II	-	General Instructions to Tenderers (GIT)
Section III	-	General Conditions of Contract (GCC)
Section IV	-	List of Requirements
Section V	-	Technical Specifications
Section VI	-	Quality Control Requirements
Section VII	-	Qualification Criteria
Section VIII	-	Price schedule
Section IX	-	Form 1 - Tender Form
		Form 2 - Manufacturer's Authorization Form
		Form 3- Bank Guarantee Form for Performance
		Form 4 - Contract Form
		Form 5-Bank Guarantee Proforma for Advance Payment
		Form 6 - Model Certificate of Installation
		Form 7 - Model Certificate of Delivery & Acceptance

6. Amendments to Tender Enquiry Documents

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

7. Clarifications on Tender Enquiry Documents

- 7.1 Prospective tenderers seeking clarifications on the tender document should submit their queries by 15.09.2016 upto 1300 hrs by email at nmurthy3159@gmail.com. These queries would be answered in the pre-bid conference.
- 7.2 The Pre-Bid conference will be held on 26.09.2016 at 1100 hrs in the office of the Joint Director, Nhava Sheva, Tal-Uran, Dist:-Raigad, Maharashtra: 400707. Tenderers or their authorized representative(s) may attend the Pre-bid conference. The authorized representative(s) who attend the Pre-Bid Conference should bring with them letters of authority from the tenderer they represent.

7.3 All clarifications provided at or in connection with the pre-bid conference shall be uploaded on the departmental website www.cbec.gov.in. No queries and requests for clarifications will be entertained after the Pre-Bid Conference.

8. Documents Comprising the Tender

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

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

- a) Earnest money furnished in accordance with clause 10 of this section or, documentary evidence as per clause 10.6 for claiming exemption from payment of earnest money.
- b) Tender Form as per Form-1 of Section IX.
- c) Documentary evidence, establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if it's tender is accepted. The documentary evidence needed to establish the tenderer's qualifications shall be:
 - (i) in case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorized 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 IX in this document.
 - (ii) the tenderer has the required financial, technical, production and maintenance capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section VII in this documents.
- d) Documents and relevant details to establish that the goods and the allied services to be supplied by the tenderer conform to the requirement of the tender documents. These include documents such as technical data, literature, drawings, etc.
- e) Power of Attorney of firm / resolution of Board of Directors of company for person authorized to submit Tender bid under his Digital Signature;
- f) Power of Attorney / Authorization letter by the Manufacturer to Indian company/ firm/ representative to represent the Manufacturer in India;
- g) Copies of documents defining constitution and legal status of the tenderer;

- h) Documents indicating arrangements with the OEM (if the Tenderer is not an OEM itself);
- j) Copies of fax messages and letters sent and received during the Tender period;
- k) Certified published annual reports for the last three years showing the turnover and financial results of the Tenderer;
- l) Documentary proof to show that the tenderer has supplied 20 FTIR instruments during the past two years in India.
- m) Documentary proof to show that the tenderer has maintained at least 20 FTIR instruments per year under warranty/ AMC in India per year during the past 3 years.

Please Note -

1. If the tender is submitted by a proprietorship or partnership firm, all the documents are required to be signed and stamped on every page. In the event of the Tender being submitted by a partnership firm, it should be signed separately by each partner thereof, or in the event of the absence of any partner, it should be signed on his behalf by a person holding a power of attorney authorizing him to do so. Such power of attorney, duly notarized should be submitted with the Tender, and it should clearly mention the registration/ incorporation particulars of the firm. In the case of a company the tender should be signed by person(s) authorized by a resolution of the Board of Directors of the Company. A copy of the relevant resolution, certified by the Company Secretary shall be enclosed.

2. The Tenderers may also enclose with their tenders, technical literature and documents other than requested in tender, as and if considered necessary by them.

- 8.3 Price bid shall be as per proforma given in Section of the Tender document.
- 8.4 Indication of the bid price in the Technical bid directly or indirectly will render the entire bid invalid.
- 8.5 A tender, which does not fulfill any of the above requirements and/or gives evasive information / reply against any such requirement, shall be liable to be ignored and rejected.

9. Tender currencies

- 9.1 Tender price should be quoted in Indian rupees.

10 Earnest Money Deposit (EMD)

- 10.1 The earnest money is required to protect the Purchaser against the Tenderer's withdrawing or altering its bid during the validity period and it shall be of Rs.50,000/- (Rupees fifty thousand only). The EMD must accompany the tender.
- 10.2 The earnest money shall be valid for a period of 45 days beyond the validity period of the tender.
- 10.3 The earnest money shall be furnished in the form of account payee demand draft / bankers cheque, drawn on a scheduled commercial bank in India, in favour of "RBI A/C Commissioner of Customs, JNCH" Mumbai, payable at Mumbai.
- 10.4 Unsuccessful tenderer's earnest money will be returned, without any interest, to them not later than 45 days after the expiry of the tender validity period. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.
- 10.5 Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender. The successful tenderer's earnest money will be forfeited, if it fails to furnish the required performance security within the specified period.
- 10.6 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 are exempted from payment of earnest money. In case the tenderer falls in these categories, they should furnish certified copy of its valid registration details (with DGS&D or NSIC, as the case may be).

11 Tender Validity

- 11.1 The tender shall remain valid for acceptance for a period of 90 days (Ninety days) from the date of tender opening prescribed in the tender document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- 11.2 In exceptional cases, the tenderer may be requested by the Purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by e-mail or fax followed by signed hard copy delivered by hand/post/courier. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly.

11.3 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.

12. Signing and Sealing of Tender

12.1 The tenderers shall submit their tenders as per the instructions contained in GIT Clause 8.

12.2 Tenderer shall seal separately 'Technical Bid' and 'Price Bid' and covers will be suitably super scribed. Both these sealed covers shall be put in a bigger cover and sealed.

12.3 Three copies of Tender documents may be prepared by the intending bidders. Two copies of documents shall be submitted by the tenderer with the offer and the third copy of the tender documents will be retained by the tenderer for his records.

12.4 The two copies submitted should be clearly marked "Original" and "First Copy" and should be received at the office of the Purchaser at the address indicated under Para 13 on the date, time and place specified in the document.

12.5 The tenderer is to seal the original and first copy of the tender in separate envelopes, duly marking the same as "Original", "First Copy" and so on and writing the address of the Purchaser and the tender reference number on the envelopes. The sentence "NOT TO BE OPENED" before(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. The inner envelope shall indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is received and declared late or is not in the required format.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.

12.6 Each copy of the Tender should be a complete document and should preferably be bound.

12.7 All the copies of the tender shall be duly signed at the bottom of each page and all other pages of the tender including printed literature, if any shall be initialed by the same person(s) signing the tender. The Tender, except for printed literature, shall also be stamped. The original and the first copy shall be typed or written in indelible ink and shall be signed by the competent person or persons.

12.8 In the event of the Tender being submitted by a firm, it should be signed separately by each partner thereof, or in the event of the absence of any partner, it should be signed on his behalf by a person holding a power of

attorney authorizing him to do so, such power of attorney, duly notarized should be produced with the Tender, and it should disclose that the firm is duly registered. Each and every signature shall be witnessed separately.

- 12.9 In the case of a company the tender should be signed by person(s) authorized by a resolution of the Board of Directors of the Company. A copy of the relevant resolution, certified by the company Secretary shall be enclosed.
- 12.10 The tender shall be without inter-lineation, erasures or alterations, except those to accord with instructions issued by the Purchaser or as necessary to correct errors made by the Purchaser, in which case such corrections shall be initialed only by the person or persons signing the tender.
- 12.11 Special care should be taken to write the rates and amounts in figures as well as in words, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. All rates shall be quoted on the proper form of the tender alone.
- 12.12 The tenderer shall fill up the Tender form as prescribed in Form 1 of Section X and Price Bid Part- I, II, III, IV, V and VI prescribed in Section VIII of the Tender document.
- 12.13 The tenderer shall quote the price strictly as per the Pro-forma specified in Section VIII.
- 12.14 Silence against any of the Notice Inviting Tender conditions shall mean that the tenderer is not able to comply with that requirement. The use of the word "Noted" however will be read to mean that the tenderer agrees to comply with that / those conditions of Notice Inviting Tender.

13. Submission of Tenders

- 13.1 The Tender may be submitted by the tenderer on or before 1700 hrs. on 07.10.2016 by hand to the following officer of the Purchaser:

Joint Director,
JNCH LAB,
Nhava Sheva, Tal-Uran,
Dist:-Raigad – 400707

The officer receiving the tender will give the tenderer an official receipt duly signed with date and time. Alternatively, the tenderer has the option to mail the tender by Posts/ registered/ recognised courier service. However it is the responsibility of tenderer to ensure the Bids have been received by the above officer in advance and before closing of the date & time. The Purchaser shall in no way responsible for non-receipt and late receipt of tenders.

13.2 The tenderers must ensure that they deposit their tenders not later than the closing time and date specified for submission of tenders. 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 upto the appointed time on the next working day.

13.3 All the dealing will be directly done with the tenderer or a company/ firm/representative in India duly authorized by the tenderer for the purpose of facilitating transmission of message, instruction / document/ contract and other liaison work in connection with the tender. The tenderer will give written undertaking/ Power of attorney to authorize such representative to act on behalf of tenderer. The name and address of the representative is to be specified by the tenderer and submitted along with the Technical Bid.

14. Late Tender

14.1 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.

15. Alteration and Withdrawal of Tender

15.1 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.

15.2 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 in its tender.

16 Opening of Tenders

16.1 The Purchaser will open the Technical bids at 1500 hours on 17.10.2016. 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.

16.2 Authorized representatives of the tenderers, who have submitted tenders on 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.

16.3 During the tender opening, the tender opening official(s) will read the salient features of the tenders like description of the goods offered, delivery period,

whether earnest money furnished or not and any other special features of the tenders, as deemed fit by the tender opening official(s).

- 16.4 The first cover, i.e., technical bids will be opened first. These bids will be scrutinized and evaluated with reference to parameters prescribed in the tender document.
- 16.5 The second cover, i.e. price bids of only technically acceptable offers shall be opened and evaluated.

17 Preliminary Scrutiny of Tenders

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

18. Qualification Criteria

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

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

- 19.1 The Purchaser reserves the right to accept in part or in full any tender or reject any tender without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers.
- 19.2 The Purchaser reserves the right to disqualify any one or more tenderer on the grounds of national security and public interest.

20 Evaluation and Award Criteria

- 20.1 Technical bids will be evaluated on the basis of information and data provided in the bids offered. Tenderer whose financial bid is L1, will be awarded the tender. Technical bids of the Tenderers, who fulfil qualification criteria laid down in Section VII, shall be evaluated in terms of parameters/ specifications given in Section V of the tender document.
- 20.2 After determining at the technical evaluation stage that the model of equipment offered is in conformity with the requirement, the technical bids submitted by the Tenderers shall be accepted. Price bids of the Tenderers whose technical bids are accepted, shall be opened.
- 20.3 The L1 shall be determined as follows:

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

$$\text{Net cash outflow} = (P) + (M)$$

Where (P) = Contract Price of the goods

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

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

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

- 20.4 Notwithstanding inclusion of AMC charges for the evaluation, the Purchaser reserves the right to get the maintenance done from any other service provider. All duties and taxes forming part of the Pro-forma in Section-VIII shall be taken into account for purpose of evaluation of bids.
- 20.5 Subject to clause 19 above, the contract will be awarded to the lowest evaluated responsive tenderer decided by the Purchaser in terms of this clause.

21 Notification of Award

Before expiry of the tender validity period, the Purchaser will notify the successful tenderer(s) in writing, by registered / speed post or by fax/ telex/cable. The successful tenderer(s) must furnish to the purchaser the performance security within twenty one days from the date of the notification (details of the performance security are in clause 1 of Section III, GCC).

22 Issue of Contract

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

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

22.3 There shall be a separate contract for maintenance of the goods for the post warranty period. The post warranty maintenance requirements are outlined in Section IV, which will form the basis for issue of AMC.

23. Non-receipt of Performance Security and Contract by the Purchaser

Failure of the successful tenderer in providing performance security and / or returning the contract copy duly signed in terms of Section III, clause 1 and above shall make the tenderer liable for forfeiture of its EMD and, also, for further actions by the Purchaser against it.

24 Publication of Tender Result

The name and address of the successful tenderer(s) receiving the contract(s) will be displayed on the notice board of the Purchaser and also on the departmental website www.cbec.gov.in.

25 Special Terms & conditions.

- | | |
|---------------------------------------|----------|
| 1) Spare parts supply | -10 yrs. |
| 2) VAT, Balance sheet, Tax return for | - 3 yrs. |

SECTION – III

GENERAL CONDITIONS OF CONTRACT (GCC)

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1. Performance Security

- 1.1 Within twenty one days after the issue of notification of award by the Purchaser, the tenderer, shall furnish performance security to the Purchaser for an amount equal to ten per cent of the total value of the contract. This Security shall remain valid up to 90 days after the date of completion of all contractual obligations by the Supplier, including the expiry of warranty obligations and signing of AMC.
- 1.2 The Performance security shall be in the form of Bank Guarantee issued by a commercial bank in India, in the prescribed form as provided in Section IX of this document.
- 1.3 If Tenderer fails to fulfill its obligations in terms of the contract, the amount of the performance security shall be payable to the Purchaser as compensation and the Purchaser can invoke the said Performance Bank Guarantee.
- 1.4 If any amendment is issued to the contract, the Supplier shall, within twenty one days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 1.5 Subject to sub-clause 1.4 above, the Purchaser will release the performance security without any interest to the Supplier on completion of the Supplier's all contractual obligations including the warranty obligations and signing of the AMC.

2. Technical Specifications and Standards

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 V and VI of this document

3. Packing and Marking

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

4. Terms of Delivery

Goods shall be delivered by the Supplier in accordance with the terms of delivery specified in the Section-IV-2.

5. Transportation of Goods

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

6. Insurance

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

7. Spare parts

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

8. Services

8.1 The supplier shall provide services as detailed in the List of requirements in Section IV.

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

9. Clearance / Receipt of Goods

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

10. Warranty

10.1 The Supplier shall, by signing the contract, gives warranty that the goods supplied under the contract will be brand new, unused and in full accordance with the requirements of the enquiry specifications and incorporate state of art technology with all recent improvements in design and materials unless prescribed otherwise by the Purchaser in the contract. The Supplier further gives a warranty that the goods supplied under the contract shall have no defect arising from design, materials) or workmanship or from any act or omission of the tenderer, that may develop under normal use of the supplied

goods under the conditions prevailing in India. The Supplier also gives warranty that the goods are not subject to any security, interest, lien or any other encumbrance.

- 10.2 This warranty shall remain valid for 24 months after the goods have been delivered to the final destination and installed and commissioned at the final destination and accepted by the Purchaser in terms of the contract
- 10.3 In case of any claim arising out of this warranty, the Purchaser shall promptly notify the same in writing to the Supplier.
- 10.4 Upon receipt of such notice, the Supplier shall, with all reasonable speed and within period of seven (07) days repair / replace the defective goods or parts thereof, free of cost, at the ultimate destination. The Supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the Purchaser for such replaced parts/goods thereafter.
- 10.5 If any defect is rectified or defective goods are replaced during the warranty period, the warranty for the rectified/replaced goods shall be extended to a further period of twenty four months from the date of completion of its repair / replacement and the 'goods' start functioning to the satisfaction of the Purchaser.
- 10.6 If the Supplier, having been notified, fails to rectify/replace the defect(s) within a period of seven (07) days, 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. Purchaser may in his sole discretion, however, upon sufficient cause being shown, extend the period of repair/ replacement.

11. Prices

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

12. Taxes and Duties

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

13. Terms and Mode of Payment

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

S.N.	Stage	Payment	Documents to be submitted
1	On Installation & commissioning of FTIR instrument	100% of the cost of the FTIR + Taxes in actuals	1. Supplier's commercial invoice in duplicate. 2. Delivery and Acceptance Certificate as per Form 7 of Section IX.

Note: Basic cost of the goods will include cost of the FTIR, Commissioning & Installation, Insurance, Freight, Commission of the Agent, if any and cost for any other value addition.

- 13.2 No advance payment shall be made.
- 13.3 The payment shall be made in the Indian currency.
- 13.4 The payment shall be made through Direct Bank Transfer (DBT).
- 13.5 The Supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, as specified.
- 13.6 While claiming payment, the Supplier should also certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the Supplier for claiming that payment has been fulfilled as required under the contract.
- 13.7 In case the goods are not attended to in respect to any defect developing during the warranty period and made functional, 10% Performance warranty security deposit shall be forfeited.

14. Delay in the Supplier's performance

- 14.1 The Supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser in the List of Requirements and as incorporated in the contract.
- 14.2 Subject to the Force Majeure provision under clause 17 of this section, any unexcused delay by the Supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the Supplier liable to any or all of the following sanctions:
- i) imposition of liquidated damages,
 - ii) forfeiture of its performance security, and
 - iii) termination of the contract for default.
- 14.3 If at any time during the currency of the contract, the Supplier encounters conditions hindering timely delivery of the goods and performance of services, the Supplier shall promptly inform the Purchaser in writing about the

same and its likely duration and make a request to the Purchaser for extension of the delivery schedule accordingly. On receiving the Supplier's communication, the Purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of Supplier's contractual obligations by issuing an amendment to the contract.

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

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

14.5. The Supplier shall not dispatch the goods after expiry of the delivery period. The Supplier is required to apply to the Purchaser for extension of delivery period and obtain the same before 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.

15. Liquidated damages

15.1 Subject to Clause 17 of this section (Force Majeure), if the Supplier fails to complete the installation and commissioning of the equipment within the time fixed under the contract, the Purchaser shall without prejudice to any other rights and / or remedy as may be available to the Purchaser under the Contract, shall deduct from the Contract price as an agreed Liquidated damages amount @ 1% of value of undelivered goods per week or part thereof until actual delivery or performance, subject to a maximum of 20% of the value.

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

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

16. Termination for default

16.1 The Purchaser may, without prejudice to any other contractual rights and remedies available to it (the Purchaser), by written notice of default sent to the Supplier, terminate the contract in whole or in part, if the Supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser under sub-clauses 14.3 and 14.4 of this Section.

16.2 In the event of the Purchaser terminates the contract in whole or in part, pursuant to GCC sub-clause 16.1 above, the Purchaser may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the Supplier shall be liable to the Purchaser for the extra expenditure, if any, incurred by the Purchaser for arranging such procurement.

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

17. Force Majeure

17.1 Notwithstanding the provisions contained in GCC clauses 14, 15 and 16, 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.

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

- 17.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 17.4 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.
- 17.5 In case due to a Force Majeure event the Purchaser is unable to fulfill its contractual commitment and responsibility, the Purchaser will notify the Supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

18. Resolution of disputes

- 18.1 In the event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Secretary, Department of Revenue, on the recommendation of the Secretary, Department of Legal Affairs ("Law Secretary"), Government of India. The provisions of Arbitration and Conciliation Act, 1996 (No.26 of 1996) shall be applicable to the arbitration. The venue of such arbitration shall be at New Delhi or any other place, as may be decided by the arbitrator. The language of arbitration proceedings shall be English. The arbitrator shall make a reasoned award (the "Award"), which shall be final and binding on the parties. The cost of the arbitration shall be shared equally by the parties to the agreement. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.
- 18.2 Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

19. Applicable Law and Jurisdiction

The contract shall be governed by the laws of India for the time being in force. Subject to clause 18 (Resolution of disputes) the court of Delhi shall have exclusive jurisdiction in all matters or disputes arising under or in respect of this contract.

20. **General / Miscellaneous**

- 20.1 The Supplier shall, at all times indemnify and keep indemnified the Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Supplier/ its Associate / affiliate etc.

SECTION - IV
LIST OF REQUIREMENT

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1. **Scope of Work**

- i) Supply of One FTIR
- ii) Training of staff;
- iii) Maintenance during warranty period of two years;
- iv) Annual Maintenance Service for a period of 3 years after completion of warranty period of two years;
- v) Product Support.

2 **Delivery Schedule**

Delivery of FTIR should be made at the location mentioned in paragraph 4 below **within 3 months** from the date of award of order. JNCH Laboratory will identify and provide the space and it shall be the responsibility of the Supplier to prepare the site as per the requirement.

3. **Terms of Delivery**

- 3.1 Any loss or damage to the equipment due to mishandling, transportation, till such time the equipment is delivered at the site shall be to supplier's account. The tenderer shall be responsible for preferring of all claims and make good for the damage of loss by way of repairs and/or replacement of the portion of equipment damaged or lost.
- 3.2 Upkeep of the FTIR instrument till the time of their commissioning and delivery shall be the responsibility of the supplier. No extra cost for upkeep of goods shall be payable to the supplier if the installation & commissioning of the goods at JNCH LAB, Nhava Sheva is delayed by supplier.
- 3.3 The successful tenderer shall be responsible to ensure the following:
 - i) Sound packing of their items.
 - ii) Shipment of the items
 - iii) Insurance
 - iv) Custom clearance and handling of items at port of entry in India.
 - v) Forwarding and transshipment of items up to the destination.
 - vi) Insurance for inland transportation.
 - vii) Receipt of equipment and installation of the same at the site.
 - viii) Maintenance of the equipment during the warranty period.
 - ix) Maintenance of the equipment during the post warranty period

4. **Location for Commissioning**

S.No.	Name of the instrument	Quantity required	Location
1.	FOURIER TRANSFORM INFRARED (FTIR) SPECTROPHOTOMETER	01(one)	JNCH, Nhava Sheva, Tal-Uran, Dist: Raigad, Maharashtra: 400707.

5 Progress

The Supplier shall submit a detailed Time Bar Chart within one month of the placement of order indicating number of activities covering various key phases of manufacturing works such as procurement, manufacturing, dispatch etc.

6 Product Support

- 6.1 The tenderer must submit an undertaking to give product support for at least 10 years. Indemnity bond shall be furnished for providing product support for the period of 10 years from the date of expiry of warranty period.
- 6.2 The Tenderer shall provide a part catalogue covering complete range of spares/components for FTIR.
- 6.3 Comprehensive list of spares shall be indicated in the Technical bid. Tenderer shall also provide recommended list of critical spares and test equipment.

7. General Maintenance Requirements

- 7.1 To offer satisfactory service during warranty period of two years the tenderer should either have his own service set-up in India or have an agreement with any indigenous manufacturer / reputed contractor experienced in the field of maintenance of FTIR so that he can be fully associated right from the time the work is awarded till completion of warranty and defects liability period.
- 7.2 The firm or contractor with whom the tenderer has an agreement for providing warranty maintenance may be involved with operation / maintenance of the equipment ab-initio to enable him to fully comprehend the work. The tenderer must intimate the name of such manufacturer, firm or contractor at the time of submission of tenders and a copy of the agreement between them which is valid for at least five years after end of warranty period should be enclosed to the Technical bid.
- 7.3 The agreement between the tenderer and the contractor should clearly specify that the manufacturer will give all the necessary technical support

- including supply of spares to the contractor during the maintenance period so that the contractor can provide effective maintenance of FTIR instrument.
- 7.4 If the contractor fails to maintain the FTIR, it shall be the responsibility of the Supplier to undertake or arrange for maintenance at the rates agreed in the contract.
- 7.5 There shall be a separate contract for maintenance of the FTIR for the post warranty period as distinct for the contract for supply of the equipment
- 8 Warranty Maintenance**
- 8.1 During warranty period, the Supplier shall set right the goods immediately on receipt of complaint within a period of seven (07) days. The warranty includes all spares and consumables. Purchaser may in his sole discretion, however, upon sufficient cause being shown, extend the period of repair/ replacement
- 8.2 Preventive Maintenance shall be carried out once in 6 months i.e. 4 times during warranty period.
- 9 Post warranty Maintenance**
- 9.1 The scope of AMC shall include (a) periodical preventive visits, (b) unlimited "on-call" visits to attend to the repairs and breakdowns. Cost of Spares and consumables will be paid by JNCH LAB, Nhava Sheva.
- 9.2 Full particulars of maintenance service center and qualified engineering staff should be enclosed to the Price bid.
- 9.3 50% of AMC charges would be paid as advance against a Bank Guarantee for the same amount in a Proforma given in Section IX issued by a Commercial Bank in India. The balance amount would be paid after satisfactory completion of one year. Service Tax & Cess will be paid extra on submission of proof of payment.
- 9.4 Performance security equivalent to 5% of the value of the contract shall be submitted by the Supplier at the time of signing AMC contract in the form of Bank Guarantee issued from any Commercial Bank in the proforma given in Section IX. The Guarantee will remain valid during the period of the contract.
- 9.5 The Purchaser reserves its right to terminate the maintenance contract at any time without assigning any reason. The Supplier will not be entitled to claim any compensation against such termination. However while terminating the contract, if any payment is due to the Supplier for maintenance services already performed in terms of the contract, the same shall be paid to him as per the contract terms.

10. **Training of Staff**

Supplier shall during the warranty period train at least 3 persons (to be nominated by JNCH LAB, Nhava Sheva) for a period of 7 days twice in a year, at an interval of 6 months. The cost for providing such training shall be deemed to have been included within the cost quoted.

SECTION - V

TECHNICAL SPECIFICATIONS

Fully Computer controlled Bench top FTIR system with universal sample compartment for working with all commercially available accessories.

1. **Optics/Beam splitter:** The system should have completely sealed and desiccated Interferometer with **ZnSe optics**.
2. Wavelength range: 6500 to 550 cm⁻¹ **if ZnSe optics**

Detector: DTGS detector or better.

3. Resolution: 0.5 cm⁻¹.
4. S/N Ratio: > 45000:1 Peak to Peak, 4 cm⁻¹ for 1 minute scan or better.
5. Wavelength precision: 0.01cm⁻¹ or better
6. The instrument should indicate whether the source and laser are operational.
7. The system should be supplied with windows compatible operating software with standard features like Data Collection, Data Processing facilities. The software should also have Spectral search; Peak picking; Peak analysis tools; Automatic atmospheric suppression; SOP builder; Spectral interpretation tools; Quality checks programs, quick compare, quantification facility.
8. The system should have provisions to compensate the effect of atmospheric water and CO₂ Interference in real time.
9. Humidity indicator should be part of the system to indicate humidity inside optics and to suggest the time to change the desiccant.
10. The instrument should have automatic validation with NIST Certified polystyrene film.
11. Warranty on the Interferometer, laser and source should be atleast for 5 years or more.
12. **Accessories:** *Diamond ATR* (for solids, liquids, films, paste, gel, LDPE/HDPE), variable width Liquid cell, Hydraulic Press of 15 ton for KBr pellet with pellet holder. Optional film maker for plastic samples (quote for exchangeable Ge crystal plate).
13. **PC/Printer:** Branded PC with i7, 1TB HDD, 19 inch TFT monitor, 4GB RAM and colour Laser printer should be supplied along with the instrument.
14. Suitable rating on-line sine wave UPS with isolation transformer with 1 hr. backup facility of reputed brand.
15. **Libraries:** Licensed version Library for pharmacopeia library of IP, BP, USP, EP, JP. **Include any other library as per requirement namely polymer, rubber, general chemicals, pigments etc.**

SECTION - VI
QUALITY CONTROL REQUIREMENT

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3	Installation at Site	34
4	Commissioning	34-35

1 **General**

- 1.1 The tenderer shall provide adequate supervision at all stages of the supply and examine all components for accuracy before supply is completed.

2 **Acceptance Test at Factory Level**

- 2.1 Prior to dispatch, a Factory Acceptance Test (FAT) shall be conducted by the supplier at his factory premises for the goods to be delivered.

3 **Installation at site**

- 3.1 When the goods are delivered and assembled at site, including necessary cabling/wiring, terminations, labelling, interface integration, etc. Inspecting Authority shall carry out acceptance tests. The acceptance tests must include installation, inspection of all specified functions and agreed performance shown during FAT in all respects of specs and documentation.
- 3.2 When all performance tests called for as per the specification given in Section V will be successfully carried out after installation of the FTIR at the site by the Inspecting Authority an Installation certificate as per proforma given in Section IX shall be issued by the user .
- 3.3 The User shall not delay the issue of Installation certificate contemplated by this clause on account of minor defects in the supply which do not materially affect the use thereof provided that the Supplier shall undertake to rectify the defect in due course.
- 3.4 In case after the inspection, the goods are accepted but not installed the responsibility for its proper upkeep and maintenance shall dwell on the supplier till the goods are installed. However, till the time the proper receipt / acknowledgement for delivery / receipt of the FTIR is obtained, the responsibility for its proper upkeep and financial liability shall have to be borne by the supplier.

4 **Commissioning**

- 4.1 After the installation the goods shall be at the Purchaser's disposal for a trial period of 15 days. If the delivered FTIR works in accordance with the agreed specifications and without faults or malfunctions during the same time, the equipment will be accepted. If not, the faults or malfunctions are to be rectified and a further trial period of 15 days is to be added to permit an additional attempt to meet the contract specifications. Maximum two additional attempts shall be given to meet the contract specification. After two additional attempts if the goods are not found functioning properly as per the specification laid out in the tender, the Purchaser may reject the FTIR. The decision of the Purchaser in this regard shall be final and binding on the supplier. The loss caused if any due to rejection shall be entirely borne by the

supplier. The purchaser shall in no case be responsible for any loss of damage that may occur to the rejected stores while these are in its premises.

- 4.2 After commissioning of the FTIR and completion of Delivery, the purchaser will issue a Delivery & Acceptance Certificate as per the proforma given in Section IX.

SECTION - VII
QUALIFICATION CRITERIA

1. Tenderers who can Bid

- 1.1 Manufacturers of original equipment (OEM) may bid directly.
- 1.2 Other Tenderer/ Manufacturers who have an irrevocable long-term (minimum five years) agreement with an OEM manufacture in collaboration. Documents indicating arrangement with the OEM should be enclosed with the Tender Form. Terms of transfer of technical know-how or scope of collaboration between the collaborators should also be clearly spelt out along with relevant documents.
- 1.3 Average annual turnover of the Tenderer should be at least Rs. 5 crores during the last three financial years i.e. 2013-14, 2014-15 and 2015-16 (April 2013 to March 2016). Certified and published annual reports of the past three years are to be submitted along with the tender.
- 1.4 The OEM in para 1.1 and 1.2 above should have supplied at least 20 FTIR instruments in India in the past two years. A certificate to this effect with documentary proof should be enclosed by the Tenderer along with the Tender Form.
- 1.5 The tenderers in paras 1.1 and 1.2 should have a service center in India to maintain the FTIR at Mumbai and should have maintained at least 20 FTIR per year during each of the past three years either under Warranty or under AMC in India. If they do not have their own set up but maintain FTIR through their contractor, such contractor should have been maintaining at least 20 FTIR per year during each of the past three years. List of the FTIR maintained along with certificates from the customers regarding the satisfactory service should be enclosed along with the Tender Form.

SECTION – VIII

PART - I : PRICE SCHEDULE

(Tender no. 01/2016-17 dated 08.09.2016)

S.No.	Detail of cost	Unit Price of goods (INR)
1	Cost of FTIR (including insurance and freight)	
2	Installation and Commissioning charges, if any (chargeable to service Tax & E. Cess)	
3	Customs Duty	
4	Excise Duty	
5	Service Tax / E. Cess	
6	Any other taxes	
7	Total Price of theFTIR	
8	Grand Total (Total price of FTIR)	

PART - II : AMC

(Tender no. 01/2016-17 dated 08.09.2016)

Year of AMC	Cost of AMC	Service Tax/ Education Cess
First Year (after warranty period of two years)		
Second Year		
Third Year		
Grand Total		

SECTION – IX
FORM - 1
TENDER FORM

(Tender No.01/2016-17 dated 08.09.2016)

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

1. The tenderer should obtain and/or download and carefully examine the above Tender Notice and all its tender enquiry documents (TED), including amendments, if any and unconditionally agree to all the terms and conditions indicated in the tender enquiry documents and subsequent amendments.
2. **The copy of the TED and amendments retained in the records of the Directorate will be deemed authentic in case of any dispute at any stage.**
3. The following tenders shall be ignored:
 - a) Tenders submitted by those who do not meet the qualification criteria
 - b) Tenders sent by fax/telex/cable/email
 - c) Tenders received after the closing date and time
 - d) Tenders that do not meet the basic requirements
 - e) Tenders which have minor irregularities and the tenderer does not respond to clarifications sought by the purchaser within the time specified by him
 - f) Tenders where, in the opinion of the purchaser, there is an arithmetical inaccuracy in the price bid and the tenderer does not agree with the purchaser
 - g) It is incomplete
 - h) It is received without the EMD;
4. Any tender may be rejected if:
 - a) The bid price is directly or indirectly indicated in the technical bid;
 - b) The Tenderer fails to provide required information or provide incorrect information or fail to comply with the instructions in the TED;
 - c) The prices are not quoted in the manner indicated in the TED;
 - d) Tender validity is for less than 90 days from the date of opening of tenders as indicated in the TED;
 - e) On verification, the data/credentials furnished by the tenderer are found to be incorrect or any adverse report on our financial condition has come to the knowledge of the purchaser;
 - f) The Tenderer attempts to influence the purchaser's decision during scrutiny, comparison and evaluation of tenders and award of contract;
 - g) The Tenderer is disqualified on the grounds of national security or public interest.
5. The purchaser is not bound to accept the lowest or any tender that may be received against the above-referred tender enquiry.
6. The purchaser may accept any tender at any time before the date of expiry of its validity indicated in the tender form or any date up to which its validity is further extended by the tenderer.
7. Until a contract is signed, this tender form submitted by the tenderer read with its acceptance by the purchaser constitutes a binding contract between them.

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

Tenderer

1. Name of the tenderer _____
2. Address _____
3. Email _____
4. Phone _____ Fax _____
5. Income Tax Permanent Account Number (PAN): _____
6. Name and complete address of the Tenderer's bankers _____
 - a) _____
 - b) _____
7. Whether registered with Director General of Supplies and Disposals, New Delhi and/or National Small Industries Corporation and/or the Directorate of Industries of the State Government for the goods quoted (Yes/No) *(If yes, please enclose copies of the documents)*
8. If answer to 7 above is yes, the date up to which registered and monetary ceiling imposed on registration, if any _____
9. Whether business dealings with the tenderer currently stand suspended/ banned by any Ministry/ Department of Govt. of India or any State Govt. (Yes/No)

Qualification

10. Is the tenderer an OEM of the goods being offered? Yes/No
11. Is the tenderer not an OEM but other manufacturer having an irrevocable long-term agreement (minimum five years) with the OEM manufacturer? Yes/No *(If yes, please enclose documents showing terms of transfer of technical know-how or scope of collaboration)*
12. Turnover of the tenderer during the past three years (in Rs. Crores)

2013-2014	_____
2014-2015	_____
2015-2016	_____
Average	_____

(Please enclose certified published annual reports. If the accounts are maintained in some other currency, please give the figures in that currency as well as its conversion at the exchange rate on the date of filling up this form. If the accounts are managed calendar year wise, please provide figures for 2013, 2014 and 2015.)

13. How many FTIR has the tenderer supplied during the past two years in India or abroad? _____ *(Please enclose documentary proof)*
14. How many FTIR has the tenderer maintained under warranty/AMC during the past three years in India? _____ *(Please enclose documentary proof)*

Original Equipment Manufacturer (if different from the tenderer)

15. Name of the OEM manufacturing the FTIR_____

16. Address of the OEM_____

17. Phone_____

18. Fax_____

19. Email_____

Manufacturing company (whether tenderer or another OEM)

20. Does the company manufacturing the FTIR have ISO certification for manufacturing?_____ *(Please enclose copy)*

21. Does the company manufacturing the FTIR have ISO certification for servicing?_____ *(Please enclose copy)*

Offer

22. The tender is valid up to _____

23. Model Number of the FTIR offered

.....
(Signature with date)

.....
(Name and designation)

Duly authorised to sign tender for and on behalf of _____

To

The Joint Director,
JNCH, Nhava Sheva,
Tal-Uran, Dist: Raigad,
Maharashtra: 400707.

FORM - 2

MANUFACTURER'S AUTHORISATION FORM

To

.....
.....

(Name and address of the Purchaser)

Dear Sirs,

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

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

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

We also hereby extend our full warranty, as applicable as per clause 10 of the General Conditions of Contract, for the goods and services offered for supply by the above firm against this tender enquiry document.

Yours faithfully,

.....
.....

[signature with date, name and designation]

for and on behalf of Messrs.....

[name & address of the manufacturers]

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

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FORM - 3
BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

The President of India,

Acting through The Joint Director, JNCH LAB, Nhava Sheva, Tal-Uran, Dist: Raigad, Maharashtra: 400707.

WHEREAS

(name and address of the supplier) (hereinafter called "the Supplier") had undertaken in pursuance of contract No.....dated to supply (description of goods and services) (hereinafter 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 recognized 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 figure), 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 thereunder or 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 not be discharged by any change in our constitution or that of the Tenderer;

The Bank confirms that this Guarantee has been issued with observance of appropriate laws of the country of issue;

The bank guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the guarantor bank or supplier

The bank further undertakes not to revoke this guarantee during its currency except with the previous express consent of the purchaser in writing.

The bank declares that it has the powers to issue this guarantee and discharge obligation contemplated there in , the undersigned is duly authorised and has full power to execute this guarantee for an on behalf of the bank

The Bank also agree that this Guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts at , India.

This guarantee shall be valid until theDay of20...

(Signature of the authorized officer of the Bank)

Name and Designation of the officer

Seal, Name & Address of the Bank and address of the Branch

FORM - 4
CONTRACT FORM

CONTRACT FOR SUPPLY, INSTALLATION AND COMMISSIONING OF FTIR
SPECTROPHOTOMETER

Contract No. _____ dated _____

This contract for _____ is made on this ___ day of ____20.... between _____ [hereinafter referred to as —Supplier]] on the one part and the President of India acting through the Commissioner of Customs, JNCH, Nhava Sheva, Dist: Raigad-400707 (hereafter referred to as the —Purchaser]] which shall include his successors in the office and assigns) on the other part.

2. Whereas the Purchaser had floated a Tender NIT No..... dated and the Supplier had submitted a tender in response and has been awarded the contract vide Notification of award F.No. _____ dated _____, it is hereby, agreed that the Supplier will supply, install, commission ____ Fourier Transform Infra Red Spectrophotometer [hereinafter referred as FTIR] as per NIT No..... dated, maintain it during the two years warranty period and will also maintain for a period of three years under a Annual Maintenance Contract after completion of the warranty period and also provide product support for at least ten years from the date of expiry of the warranty period on the terms and conditions mentioned hereunder and for a price indicated in para 5 of this contract which the Purchaser will pay as per the terms of payment indicated in para 15 of this contract.

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

- (i) Purchaser's Tender Enquiry Document No. ____ dated _____.
- (ii) Supplier's Tender bid dated _____
- (iii) General Instructions of the Contract, General Conditions of Contract, List of Requirements, Technical Specifications, Quality Control Requirements, Qualification Criteria as mentioned in NIT No..... dated
- (iv) Tender Form furnished by the Supplier
- (v) Price Schedule(s) furnished by the Supplier in its tender
- (vi) Manufacturers' Authorisation Form furnished by the Supplier in its tender
- (vii) Purchaser's Notification of Award F.No. _____ dated _____.

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.

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

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

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

5. Brief particulars of the goods and services

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

Brief description of goods / services	Quantity to be supplied	Unit Price	Total price	Terms of delivery

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

6. Annual Maintenance Contract (AMC)

Annual Maintenance Contract charges for the period of 3 years after the warranty period of 24 months from the date of installation of FTIR will be payable as under:

Particulars	AMC charges (including taxes)			Qty.	Total
	1st year	2nd year	3rd year		
				Grand Total	

7. Product Support

The Supplier shall provide product support for 10 years from the date of expiry of warranty period and would be governed by the clause 6 of Section-IV of NIT No..... dated

8. Delivery schedule

Commissioning / handing over of FTIR shall be completed within months from the date of Letter of award of the Contract and would be governed as per clause 2 of Section-IV of NIT No..... dated and pre-bid clarification issued thereafter on(if any).

9. Performance Security

The Supplier will furnish Performance Security within 21 days after the issue of Notification of award by the Purchaser as per clause I of Section-III of NIT No..... dated

10. Technical Specification

Technical specification of the FTIR shall be as per Section V of the NIT No..... dated and pre-bid clarifications issued thereafter on (if any).

11. Transportation and Insurance

Transportation and Insurance of the FTIR shall be as per clause 5 & 6 of Section-III of NIT No..... dated

12. Quality Control

The quality control, inspection, tests and trials (including Factory Acceptance Tests and Site Acceptance Tests and Purchaser trials) shall be carried out as per terms & conditions mentioned in section VI of NIT No..... dated

13. Installation & Commissioning

Installation & Commissioning of the FTIR will be carried out as per clause 3 and 4 of Section VI of NIT No..... dated

14. Warranty

The two years warranty of the FTIR shall be as per clause 10 of Section-III and clause 8 of Section-IV of NIT No dated

15. Payment Terms

The terms and mode of payment, as provided in clause 13 under GCC of NIT No..... dated shall be as under:

S.No.	STAGE	PAYMENT	BILLING DOCUMENTS
1.	On Installation & Commissioning of FTIR	100% of the cost of the FTIR	1. Supplier's commercial Invoice in duplicate. 2. Delivery & Acceptance Certificate as per Form 7 of Section IX.

Basic cost of the goods will include cost of FTIR, Commissioning & Installation, Insurance, Freight, if any and cost for any other value addition. The payment shall be made in INDIAN RUPEES. The Supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, as specified. While claiming payment, the Supplier shall certify on the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the Supplier for claiming that payment have been fulfilled as required under the contract. While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty, custom duty) from the Purchaser, as and if permitted under the contract, the Supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the Supplier) shall refund to the Purchaser, the Purchaser's share out of such refund received by the Supplier. The Supplier shall also refund the applicable amount to the Purchaser immediately on receiving the same from the concerned authorities. In case the goods are not attended to in respect to any defect developing during the warranty period and made functional, 10% Performance security deposit shall be forfeited.

16. Paying Authority

Government of India, Ministry of Finance, CBEC through the Commissioner of Customs, JNCH, Nhava Sheva, Dist: Raigad-400707 will be the paying authority for any payment due to the Supplier under this contract.

17. Liquidated Damages

If the Supplier fails to complete the installation and commissioning of the equipment within the time fixed under the contract, the Purchaser shall deduct Liquidated Damages as per clause 15 of Section-III of NIT no dated

18. Termination of Contract

The Contract can be terminated in accordance with clauses 16, section III of NIT No. dated

19. Resolution of Disputes

In the event of any dispute or difference arise between the Purchaser and Supplier in connection with or relating to the contract, the parties shall resolve their disputes or differences as per clause 18 of Section-III of tender no..... dated

20. Indemnity

The Supplier shall, at all times, indemnify and keep indemnified the Purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the Supplier under the contract as per clause 20 of Section-III of NIT No..... dated

21. Training

The training of the staff shall be carried out as laid down in clause 10 of Section IV of NIT No..... dated

22. Miscellaneous

Other issues, not mentioned in the contract, shall be governed as per the NIT No..... dated and documents mentioned in paragraph 3 & 4 above.

Received and accepted this contract. () M/s _____ (Sign & Stamp of Supplier) Date: _____ Place: _____	() The Joint Director, JNCH LAB, Tal-Uran, Dist: Raigad, Maharashtra: 400707. For and on behalf of the President of India
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FORM - 5

BANK GUARANTEE PROFORMA FOR ADVANCE PAYMENT

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

To

The President of India
Acting through the Commissioner of Customs,
JNCH, Nhava Sheva,
Tal-Uran, Dist: Raigad,
Maharashtra: 400707

Dear Sir,

We _____ (name & address of bank) hereby refer to the Centralised Comprehensive Annual Maintenance Contract (hereinafter referred to as **CAMC**) dated _____ between the Commissioner of Customs, JNCH, Nhava Sheva, Tal-Uran, Dist: Raigad, Maharashtra: 400707 (hereinafter referred to as "**the Directorate**") in terms of the tender No..... and _____ (hereinafter referred to as "**the Contractor**") providing in substance for the comprehensive annual maintenance of Fourier Transform Infra Red (FTIR) Spectrophotometer bearing serial No. _____ (hereinafter called FTIR) – as particularized in the said CAMC. Under the terms of the said CAMC, the Contractor is required to furnish a bank guarantee for an amount not less than the advance amount extended to him, which shall remain valid till 3 months after closure of the CAMC period.

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

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

The Directorate shall be entitled to enforce this guarantee without being obliged to resort initially to any other security or to any other remedy to enforce any of the obligations herein guaranteed and may pursue any or all of its remedies at one or at different times. Upon default of the CAMC, we agree to pay to the Directorate on demand and without any demur the sum of Rs. _____ or any part thereof, immediately upon presentation of a written statement by the Directorate that the amount of said demand is due from the Contractor to the Directorate by virtue of

breach of performance by the Contractor under the terms of the aforesaid CAMC. Notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any Court or Tribunal relating thereto, liability under this present guarantee is absolute and unequivocal.

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

It is mutually agreed that the Directorate shall have the fullest liberty without affecting in any manner our obligation hereunder with or without our consent to vary any of the terms of the said CAMC or to extend the time for performance by the Contractor, from time to time any of the powers exercisable by the Directorate against the Contractor and either to forebear or enforce any of the terms and conditions relating to the said CAMC and we shall not be relieved from our liability by reasons of any variation or any extension being granted to the Contractor or for any forbearance, act or omission on the part of the Directorate or any indulgence by the Directorate to the Contractor or by any such matter or thing whatsoever which under the law relating to the sureties would but for this provision have effect of so relieving our obligation.

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

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

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

Very truly yours,

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

Form-6
Model Certificate of Installation

F.No.....

Dated.....

1. Reference Contract No..... dated
2. It is certified that
 - a) M/s have delivered the system on _____ (date) and completed Installation and Site Acceptance of FTIR Serial No. _____ to the satisfaction of the Purchaser and the designated officer of JNCH LAB, Nhava Sheva on _____ (date).
 - b) List of all items received is annexed to this Certificate.
 - c) Software in CD media, Instruction Manual & Technical Manual etc. have been taken over (all documents required to be delivered at the time of installation) and the same are listed in the Annexure enclosed.

For Contractor
Witness:
Signature
Name
Designation
Address
Date

For Purchaser
Witness:
Signature
Name
Designation
Address
Date

FORM -7
Model Certificate of Delivery and Acceptance

F.No.....

Dated

1. Reference Contract No. date: _____

2. It is certified that

a) M/s have completed the delivery of the FTIR Model
..... Serial No..... on (date) at JNCH LAB, Tal-Uran,
Dist: Raigad, Maharashtra: 400707

b) The process of handing / taking over of the aforesaid system, accessories
and services specified in the Contract to the satisfaction of the Purchaser,
has been completed on _____ (date).

c) The aforementioned FTIR worked satisfactorily during the trial period of 15
days starting w.e.f. _____ (date) to _____ (date).

For Contractor

Witness:

Signature

Name

Designation

Address

Date

For Purchaser

Witness:

Signature

Name

Designation

Address

Date