



CENTRE FOR MATERIALS FOR ELECTRONICS TECHNOLOGY (C-MET)

(Scientific Society, Dept of Information Technology, Govt. of India)

IDA Phase-III, Cherlapally, HCL (PO), Hyderabad – 500 051, A.P., INDIA

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No. HD/PUR/SP-22/ADVT/20/2011-12

February 4, 2012

NOTICE INVITING TENDER

Sealed Tenders are invited under **Two Bid System** (Part I - TECHNO-COMMERCIAL BID & Part II – PRICE BID) from reputed Indian Manufacturers / Authorized Distributors / Authorized Dealers / Authorized Agents for the “supply, installation/erection/commissioning and demonstration” of plant/equipment/machinery/systems required for time bound project entitled “Establishment of Hafnium Sponge Process Plant” are as under:

Sl. No.	Brief Description	EMD (`)	Cost of Tender Fee (`)	Tender Reference No.	Date of sale of Tender Documents	Last Date & Time for receipt of Tender	Date & Time for opening of Tender
1	Effluent Treatment System	345000	2000	HD/PUR/SP-22/ETS/33/2011-12			05.03.2012 at 14:00 Hrs.
2	Centrifugal Pumps	83100	1500	HD/PUR/SP-22/CP/34/2011-12	04.02.2012 to 02.03.2012 up to 17:30 Hrs.	05.03.2012 up to 13:00 Hrs.	05.03.2012 at 15:00 Hrs.
3	Self Resistance Electric Furnace for Hf Process Plant – CHLORINATOR	90000	1500	HD/PUR/SP-22/CHLORINATOR/35/2011-12			05.03.2012 at 16:00 Hrs.

1. The Tender document can be obtained either from The Administrative Officer, C-MET, Hyderabad on payment of requisite tender fee by way of DD drawn in favour of ‘The Director, C-MET’ payable at Hyderabad.
2. The Tender document may also be downloaded from our website. In case tender document is downloaded from our site directly by vendor, the requisite tender fee should be submitted along with Part I bid.
3. Tenders submitted as per the terms & conditions mentioned in the Tender Document only will be accepted.
4. C-MET will not be responsible for postal or any other delay and reserves the right to reject any or all the tenders without assigning any reasons.
5. Corrigendum, if any, will be published in C-MET website only.
6. For any other clarification, please contact on email to arbind@cmet.gov.in **OR** tlprakash@cmet.gov.in

For further details, please visit our website <http://www.cmet.gov.in>.

Sd/- DIRECTOR

TENDER DOCUMENT

FOR

CENTRIFUGAL PUMPS



Centre for Materials for Electronics Technology (C-MET)
(Department of Information Technology, Govt.of India)
IDA Phase-III, HCL (PO), Cherlapally, Hyderabad – 500 051
Tel: 040-27267309, Fax: 040-27261658
www.cmet.gov.in

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**LAST DATE & TIME FOR RECEIPT OF TENDER : 05.03.2012
UPTO 13:00 Hrs.**

**DATE & TIME FOR OPENING OF TENDER : 05.03.2012
AT 15:00 Hrs.**

**CENTRE FOR MATERIALS FOR ELECTRONICS TECHNOLOGY (C-MET)
HYDERABAD**

**DOCUMENTS TO BE SUBMITTED ALONG WITH PRE-QUALIFICATION CRITERIA
AS AT **SECTION – XI** (IN A SEPARATE ENVELOPE)**

S. No.	Nomenclature	Page No.
a	Form for Details about the Tenderer (Section III) (in the official stationery/letter head of the firm) along with the following documents duly indexed with page numbers in the order given below).	
	i. A certified Xerox copy of Partnership deed / memorandum of articles and associations.	
	ii. Certified copy of valid latest Income Tax clearance certificate / PAN card/Service Tax registration certificate	
	iii. Details of facilities available with Tenderer required for the designing and fabrication of the listed items	
	iv. Details of fabrication facilities which would like to use from other agencies.	
	v. Details of facilities available for testing of the components and final testing of item	
	vi. Documents of previous Experience of Bidder's Eligibility, Purchase order & Completion certificate of end users.	
	vii. Detailed information regarding previous experience of supply and installation of the similar equipment/systems and list of the clients.	
	viii. Firm has to submit Annual Financial turnover duly certified by a Chartered Accountant for the last 3 years, ending 31 st March of the previous financial year. Average Annual financial turnover of the firm during the above period should be at least 30% of the estimated cost alongwith in the envelope containing pre-qualification criteria (Section – XII)	
b	Technical Compliance for all Clauses in Technical Specifications as given in Section I.	
c	Guarantee Bond for Performance Security Deposit as given in Section IV.	
d	Manufacturer's Authorization Form as given in Section V	
e	EMD and Tender fee	
f	Any other related documents	

If any column is not applicable, then indicate as "NA".

NOTICE INVITING TENDER

C-MET invites sealed tenders, from eligible and qualified tenderers for the supply of Centrifugal Pumps for extended pilot plant facilities for Hafnium Sponge.

Interested eligible Bidders may either obtain the Tender Document on submission of a written application along with the tender document fee (Rs.1500/-) against the equipment in Indian rupees by demand draft in favour of "Centre for Materials for Electronics Technology" payable at Hyderabad from

The Administrative Officer
Centre for Materials for Electronics Technology
IDA Phase III, Cherlapally, HCL Post
Hyderabad - 500051, Andhra Pradesh, India.

OR

download the Tender Document from our website <http://www.cmet.gov.in>. Those who are downloading the tender documents from the website shall deposit the tender document fee @ Rs.1500/- (Rupees one thousand and five hundred only) in Indian rupees per tender by demand draft in favour of "Centre for Materials for Electronics Technology" payable at Hyderabad, Andhra Pradesh, India. The tender fee shall be deposited in a cover indicating over the cover that the tender fee and put in the technical bid cover.

Bidders who download tender documents from our web site shall send an email to venkatesan@cmet.gov.in immediately giving the tender reference number, date of downloading, your full address and contact details. This will help us post any corrigendum or addendum to the tender taken place after the bidder downloaded it.

Pre-qualification criteria

Firm should have Proof of experience in execution of similar works in Govt. Dept, R&D organizations, PSUs or reputed Private companies during last 5 years ending last day of the month previous to the one in which application invited should be either of the followings:

a) Three similar completed works each costing not less than the amount equal to Rs.11,08,000/-.

OR

b) Two similar completed works each costing not less than the amount equal to Rs.13,85,000/-.

OR

c) One similar completed work costing not less than Rs.22,16,000/-.

The copies of work orders & performance/completion certificates duly attested as a proof of experience to be submitted along with tender as per **Section XI**.

Note: Similar work means "Supply of Centrifugal pumps with specifications broadly matching to the ones given in section-I"

Bidder should have state of the art fabrication facilities, qualified and experienced manpower for the above work.

Eligible bidders are requested to submit their best offer along with complete technical details and commercial Terms & Conditions for ‘**SPECIFICATION & ITEMS**’ as per **Section-I** as per the conditions stipulated in this Section and General/Special Terms & Conditions of contract as per **Section – II** please submit your offer in manner and method specified below: -

1. **MANNER AND METHOD FOR SUBMISSION OF TENDERS:**

All Tenders in response to this invitation shall be submitted in TWO PARTS as under and in two envelopes:

I) PART - I (TECHNO - COMMERCIAL): This part of the Tender shall include / contain all technical details, technical specifications, drawings and also, the commercial terms and conditions of contract for the supplies to be made and the services to be rendered **EXCLUDING ANY PRICE DETAILS THEREOF.**

- a. Form of Details about Tenderer (**Section III**) (**in the official stationery/letter head of the firm**) along with the following documents duly indexed with page numbers in the order given below).
 - i. A certified Xerox copy of Partnership deed / memorandum of articles and associations.
 - ii. Certified copies of valid latest Income Tax clearance certificate / PAN card/Service Tax registration certificate, etc.
 - iii. Details of facilities available with Tenderer required for the designing and fabrication of the listed items
 - iv. Details of fabrication facilities, which would like to use from other agencies.
 - v. Details of facilities available for testing of the components and final testing of item
 - vi. Documents of previous Experience of Bidder's Eligibility, Purchase order & Completion certificate of end users.
 - vii. Detailed information regarding previous experience of supply and installation of the similar equipment/systems and list of the clients.
 - viii. Firm has to submit Annual Financial turnover duly certified by a Chartered Accountant for the last 3 years, ending 31st March of the previous financial year. Average Annual financial turnover of the firm during the above period should be at least 30% of the estimated cost alongwith in the envelope containing pre-qualification criteria (**Section – XII**).
- b. Technical Compliance for all Clauses in Technical Specifications as given in **Section I.**
- c. Guarantee Bond for Performance Security Deposit as given in **Section IV.**
- d. Manufacturer's Authorization Form as given in **Section V.**

- e. EMD and Tender fee
- f. Any other related documents.

Note: All Documents in the Technical Bid should be submitted in the above sequence with Index Page and Page numbers.

- II) PART - II (PRICE): This Part should contain only the prices of the stores offered for supply and the charges for the services to be rendered.
- III) Both envelopes (Part-I and Part-II Bids) may be placed in separate 3rd envelope superscribed with “**Tender No. & item SI No. and Last date for Opening**”. Tender/s received in any other mode or without requisite Tender fee/ EMD shall be summarily rejected.
 - a) Prices should be for free delivery at C-MET, Hyderabad, as per Price Schedule given in **Section VI**.
 - b) Excise duty, Sales Tax, VAT, other levies, if applicable, should be indicated clearly with their present rates.
 - c) Octroi /Entry tax or any other levies, if applicable, shall be paid extra if not exempted by the local body even on production of exemption certificate obtained by the supplier from purchaser/consignee. However, the same shall be reimbursed to the supplier on production of such proof of payment along with the final bill.
 - d) PRICE REASONABILITY CERTIFICATE: A certificate indicating that the rates quoted are not more than as charged to other Govt. /PSU's for similar supplies made in recent past should accompany the bid in support of its price reasonability in **Envelope 2 (Section VII)**. Copies of the supply orders received may also be enclosed with the bid.

2. OPENING OF BIDS

- a) All quotation/s and subsequent **Correspondence** should be sent to the address given below:

The Administrative Officer
Centre for Materials for Electronics Technology
IDA Phase III, Cherlapally, HCL Post
Hyderabad - 500051, Andhra Pradesh, India.

- b) Tenders, which should always be placed in sealed covers, duly superscribing the name of the work on the envelope and dropped in the Tender Box kept in Library in the 1st Floor at C-MET Lab premises up to **13.00 hours on 05.03.2012 (closing date)**.

The Envelope 1 – Technical bids shall be opened on the same day at 15:00 hrs, in presence of the authorized representatives of firm(s) who may choose to be present (see SI.No 3 (a) also). The Tenderers whose Techno Commercial Part (Part - I) are found suitable / acceptable to the Purchaser, will be given advance intimation by the Purchaser to enable such Tenderers to depute their representative to participate in the Opening of Part - II (Price) of the Tender in due course.

LATE / DELAYED TENDERS will neither be opened nor considered by the Purchaser and will be summarily rejected. The tenderers should therefore take care and ensure that both Part - I and Part - II of their Tenders reach on or before the Due Date and Time specified for their receipt to avoid the rejection of the Tenders. C-MET will not be responsible for the Postal / Courier delay etc.

- c) If quotation-opening day happens to be holiday for any reason, the next working day will be treated as tender opening day.
- d) Telegraphic tenders & tenders over email/fax shall not be considered and no claim, whatsoever shall be acceptable. Unsealed tenders will also be summarily rejected.
- e) **VALIDITY:** The Rates should be offered valid for at least **120 days** from the date of opening of Techno-Commercial Bid (Part-I).
- f) The tenderers should sign & stamp each page of this quotation as a token of having read & understood the terms & conditions contained herein. The tenderers should also submit duly filled, signed & stamped Tender Form **(as per the format at Section VIII)**.
- g) Any eligible bidder, who did not receive this enquiry, may download the same from the website www.cmet.gov.in and submit their offer.

3 **AUTHORITY LETTER:**

- (a) The Tenderers who wish to participate in the opening of the tenders may depute their representatives to the C-MET, Hyderabad-500 051 on the respective due date, time and venue as indicated in the instruction sheet of this Tender Document with an authority letter addressed to the Administrative Officer, C-MET, IDA Phase-III, Cherlapally, HCL Post, Hyderabad - 500 051 which should be produced to the officers who are opening the tenders, on demand to prove the bonafides of the representative who participates in the opening of the tender. In case the representative of the tenderer fails to produce such an authority letter on behalf of the tendered, he will be not be allowed to participate in opening of the tenders.
- (b) The Tenderer's representative, who reaches the venue of the Tender Opening late, i.e., after the starting time specified for opening of the tenders, may not be allowed to take part in the tender opening. It should be noted that only one representative of each tenderer would be permitted to participate in the tender opening.
- (c) The technically disqualified Tenderers will neither be given any intimation about the Due Date and Time for opening Part - II (Price) of the Tender nor will be permitted to participate in the opening of the same. Part - II (Price) of the technically disqualified Tenderers will not be opened.

4. **TECHNICAL CLARIFICATIONS:**

- (a) After opening the Part - I (Techno Commercial) of the Tender, if it becomes necessary for the technical authorities / user department to seek clarifications from the Tenderers, the same will be sought for from the Tenderers by the Technical Authorities / user department by either email/letter. In such an event, the tenderer shall: -
 - (i) Furnish all technical information / clarification to the concerned technical authority, directly to them so as to reach on or before the due date and time fixed by the technical authorities with a copy to the Administrative Officer, C-MET, IDA Phase-III, Cherlapally, HCL Post, Hyderabad - 500 051 indicating the Purchaser's Tender Reference. If the Technical Clarification / Details sought for by the technical authorities from the Tenderers do not reach them on or before the due date and time fixed for its receipt, such tenders will be liable for rejection without any further notice.
 - (ii) Have an option to modify the price based on the technical clarifications or discussion the Tenderers had with the Technical Authorities / user department of Project. In case they wish to make any revision in the price, they should communicate such a revision in price only to The Administrative Officer , C-MET, IDA Phase-III, Cherlapally, HCL Post, Hyderabad - 500 051 and copies of this communication should not be forwarded to the technical authorities, user department at all. The letter

containing the price revision should be enclosed in a sealed envelope superscribed with, the Revision Number, the Purchaser's Tender Number and Last Date and Time specified for its receipt and reach the C-MET on or before the due date and time specified for its receipt in the instruction sheet of this Tender Document.

- (b) Irrespective of the circumstances whether technical clarifications have been sought for or not from any other Tenderers, the Tenderers will be free to have technical discussions with the technical authorities concerning the scope / details of the Tender, etc. if they so consider it necessary, and based on such discussions, the Tenderers are free to effect revision in price and in such cases they should communicate such a revision in price in a letter justifying the revision addressed only to Administrative Officer, C-MET, IDA Phase-III, Cherlapally, HCL Post, Hyderabad - 500 051 and copies of this communication should not be forwarded to the technical authorities of the Project at all. The letter containing the price revision should be enclosed in a sealed envelope superscribed with, the Revision Number, the Purchaser's Tender Number and the Last Date and Time specified for its receipt and should reach the C-MET on or before the due date and time specified for its receipt.

5. CATALOGUES / TECHNICAL LITERATURE:

All necessary catalogues / drawings / Technical Literature Data as are considered essential for full and correct evaluation of the offers shall invariably accompany the Part - I (Techno Commercial) of the Tender.

6. EARNEST MONEY DEPOSIT (EMD):

- Tenderer shall furnish along with its tender, earnest money of Rs.83,100/- (Rupees eighty three thousand and one hundred only) in one of the following forms:
 - i) Account Payee Demand Draft
 - ii) Banker's cheque (B.G.)
 - iii) Bank Guarantee (as per format at **Section IX**)
- (a) The demand draft or banker's cheque shall be drawn on any Nationalized/Scheduled bank in India, in favour of "C-MET", payable at Hyderabad". Quotations received without requisite EMD shall be summarily rejected.
- (b) The tenderer who wishes to submit B.G. towards EMD should submit original B.G. along with the tender and the confirmation by the Banker in support of the issue of Bank Guarantee is to be received by the purchaser before acceptance of the tender by the tender committee.
- (c) EMD of unsuccessful tenderers will be returned to them without any interest not later than thirty days after finalization of the resultant contract. EMD of successful tenderers will be returned without any interest, after receipt of Performance Security Deposit from that tenderer.
- (d) The EMD shall be forfeited:
 - (i) if a Bidder withdraws its bid or increases rates during the period of Bid validity specified by the Bidder on the Bid Form with out any technical reasons as per Sl.No.4;
 - (ii) or in case of a successful Bidder, if the Bidder fails:
 - to accept the Purchase Order or refusal to execute the tender after it has been awarded or obligations under the same are not fulfilled; or
 - to furnish the performance security deposit within 21 days from the date of issue of Purchase Order
 - The tender prices should be kept valid for a minimum 120 days from the date of opening of tenders and the tenderer cannot amend, alter, revoke his tender in any way during this period, if he does so, the EMD paid by him shall be forfeited without any notice.

- 7. Rejection of Tender:** Tenders which do not fulfill all or any of the above conditions or incomplete in any respect, are liable for summary rejection.
- 8. Canvassing:** Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the Contractor, who resorts to canvassing, will be liable for rejection.
- 9. Percentage of Rates & Price Variation:** The Contractor should not introduce percentage rates above/below the estimated rates in the items rates. Such tenders will be rejected. Also, the tenderers should not include any price variation clause.
- 10. Quoting in Words & Figures:**
- a) Rates quoted by the Contractor on item rate tendered in figures and words shall be accurately filled in, so that there is no discrepancy in the rates written in figures and in words. However, if any discrepancy is found, the rate, which correspond to the amount worked out by the Contractor shall be taken as correct.
 - b) If the amount of an item is not worked out by the Contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the contractor in words, shall be taken as correct.
 - c) When the rate quoted by the contractor in figures and in words tallies, but the amount is not worked out correctly then the rate quoted by the contractor shall be taken as correct and not the amount.
- 11. Uncalled for Remarks/Rejection:** The tenders containing uncalled for remarks or any additional conditions are liable to be summarily rejected. Tenders containing more than one price bid will be summarily rejected.
- 12. Acceptance of Tender:** The acceptance of a tender will rest with the, C-MET, who does not bind themselves to accept the lowest tender and reserves to himself the authority to reject any or all of the tenders received, without the assignment of any reason..
- 13. Acquaintance of Work:** The tenderers should acquaint themselves with the work and working conditions of the site and locality and no claim will be entertained on this issue.
- 14. Service Tax:** Service Tax registration certificate shall be submitted along with the tender. Service Tax will be reimbursed as per actual on production of documentary evidence.
- 15. Sales Tax or any other taxes on Materials:** Any Variation or new Taxes, Levies, duties, if imposed by the government after signing the contract shall be reimbursed by C-MET on production of documentary evidence.
- 16. Format and signing of tenders:** The Tender shall be prepared, signed and submitted by the Firm/corporation/company in whose name the tender documents are issued. The Tender shall be typed or written in indelible ink and all pages of the tender shall be signed by the Tenderer. The Tenderer shall submit the complete tender without alterations, interlineations, or erasures, except those to accord instruction issued by the Employer or as may be necessary to correct errors made by the Tenderer. All such cancellations, alterations or amendments shall be countersigned by person or persons signing the tender.
- 17. TERMS AND CONDITIONS OF THE CONTRACT:**
It must be clearly understood that any Contract concluded pursuant to this invitation to tender shall be governed by the Special Terms & Conditions of the Contract as contained in Section-II

of this Tender Document. Tenderers must therefore, take special care to go through these Special Conditions of the Contract and in exceptional cases if any deviations are proposed, these must be clearly indicated in the Part - I of the tender as a separate annexure instead of merely enclosing their printed conditions of Sale. Tenders made subject to counter conditions or far too may deviation from the Special Conditions of Contract of this tender document are liable to be ignored. It should also be realized that failure to bring out deviations from the Special Conditions of Contract contained in Section-II of this Tender Document will imply that the Tenderer is willing to execute the Contract as per the Purchaser's Terms and Conditions of Contract.

18 QUANTITY: The Purchaser reserves the right to accept tenders for any quantity of his choice and the tenderer shall be bound to accept a contract for any quantity.

19 STATUTORY LEVIES SUCH AS CENTRAL EXCISE DUTY AND VALUE ADDED TAX OR SALES TAX:

(i) Any stores/goods/equipments to be supplied to C-MET are exempt from payment of Central Excise Duty. Necessary certificate shall be provided to the Supplier before supply of the order. The Commercial Bid from Indian Suppliers should contain the Basic Price and percentage of Excise Duty should be shown separately.

(ii) If it is desired to ask for excise duty or any other charges, as extra. The same must be specifically stated. In the absence of any such statement no claim for the same will be entertained (where the excise duty is leviable on advalorem basis, the tenderer should submit along with the tender the form-1 and the Manufactures' price List showing the actual assessable value of the stores/goods/equipments, as approved by the Excise authorities.)

(iii) In the case any refund of excise duty is granted to Tenderer by the Excise Authorities in respect of stores/goods/equipments supplied under the contract he will pass on the credit to C-MET immediately along with a certificate to the effect that the credit so passed on relates to the excise duty originally paid for the stores/goods/equipments supplied under the contract. In case of failure to do so within 10 days of the issue of the excise duty refund order to Tenderer by the Excise Authorities, C-MET would be empowered to deduct a sum equivalent to the amount refunded by the Excise Authorities without any further reference to Tenderer from any of the outstanding bills against this or any other pending Government Contracts and that no dispute on this account would be raised by the Tenderer.

(iv) The Tenderer is also required to furnish to the paying authority the following certificates:-

(a) Certificate with cash bill to the effect that no refund has been obtained in respect of the reimbursement of excise duty made to Tenderer during three months immediately preceding the date of the claim covered by the relevant bill.

(b) Certificate of the tenderers auditor whether any refunds have been obtained or applied for by them or not in the preceding financial year, after the annual audit of their accounts also indicating details of such refunds / application, if any should be given. The certificate should contain reference to all Purchase order/contracts held by the Tenderer.

(c) A certificate along with the final payment bills of the firm to the effect whether or not they have any pending appeal/protest for refund or partial refund of Excise Duties already reimbursed to firm by the Government pending with the Excise Authorities and if so, the nature of the amount involved, and the position of such appeals. The authorized officials as mentioned in foregoing concerned paras should sign the certificate.

- (d) An undertaking to the effect that in case it is detected by the C-MET that any refund from Excise Authorities was obtained by the Tenderer after obtaining reimbursement from the paying authority and if the same is not immediately refunded by the Tenderer to the paying authority giving details of particulars of the transaction, paying authority will have full authority to recover such amount from the Tenderer outstanding bills against that particular contract or any other pending C-MET contracts and that no dispute on this account would be raised by the Tenderer.
- (v) VALUE ADDED TAX / SALES TAX: Value Added Tax / Sales / General / Taxes where legally leviable and intended to be claimed should be distinctly shown along with the price quoted. Where this is not done, no claim for Value Added Tax /Sales / General Taxes will be admitted at any later stage and on any ground whatsoever.
- (vi) When Value Added Tax /Sales / General Sales Tax is claimed as extra by the Contractor / Supplier in General and on Packing Charges in particular the following Certificates should be submitted by the Suppliers/ Contractor to the Paying Authority on the Bills itself: -
- (a) Certified that the goods and packing charges on which Value Added Tax /Sales Tax / Central Sales Tax has been charged have not been exempted under the Central Sales Tax or the State Sales Tax Act or the rules made there under and the amount charged on account of Value Added Tax /Sales Tax on these goods and packing charges are not more than what is payable under the provision of relevant Act or the rules there under.
- (b) Certified further that we have actually paid Value Added Tax /Sales Tax / Central Sales Tax and are being assessed to Value Added Tax /Sales Tax on Packing Charges and also that where there are statutory exemptions, under the relevant Act / Law of the State Government concerned, we have availed ourselves of it and certified non - availability of such a provision for Value Added Tax /Sales Tax on Packing Charges wherever claimed.
- (c) Certified that in respect of amount claimed in the Bill no claim is pending for refund or is admissible Certified that in the event of our getting refund in whole or in part of the element of Value Added Tax /Sales Tax / Central Sales Tax on Packing Charges, claimed from Government, we shall pass on the benefit to the Purchaser by remitting to Government the amount equivalent to the amount of refund obtained by us.
- (d) Certified further that we (Our Branch or Agent) _____ (Address) _____ are registered as dealers in the State of _____ under Local Regn. No. _____ and in the State of _____ under Central Regn. No. _____ for the purpose of Value Added Tax /Sales Tax.

20 SUBMISSION OF DRAWINGS:

The Tenderer shall furnish circuit diagrams, drawings and P&I diagrams pertaining to Equipment / Component/systems to the Purchaser along with the Tender for correct understanding and appreciation of the tender in quadruplicate. Such drawings should be furnished along with Part - I (Techno - Commercial) of the Tender. Tenderer's drawings will form part of the Purchase Order / Contract only after the Purchaser approves these.

21 SUB - CONTRACTING / SUBLETTING:

The Tenderer in the event of his Tender being accepted by the Purchaser shall not assign / sublet or delegate the contract or part thereof without the prior written consent of the Purchaser whose consent shall not be unreasonably withheld, but the Tenderer may without the

Purchaser's consent purchase such parts, accessories, raw materials, etc. from any of the leading and reputed manufacturers in case he does not normally manufacture such items. However, the Contractor shall be solely responsible for the satisfactory execution of the Contract irrespective of the fact whether a part or a portion of a contract has been assigned or sublet by him to a Sub - Contractor even when such Sub - Contracting has been done with the prior written consent of the Purchaser.

22 SHOP / FACTORY EVALUATION, QUALITY SURVEILLANCE / INSPECTION AND SUBMISSION OF PROGRESS REPORTS:

The Purchaser or his technical authorities may at their option and prior to evaluation of the tender, depute his Inspector or any quality surveillance of his choice to the factory / workshop of the Tenderer to assess and establish the manufacturing/fabrication capability, etc. of the Tenderer. Similarly, the Purchaser may also depute their Inspector / Quality Surveillance Agency of his choice for inspection of the Plant / Machinery / Equipment / Component during the various stages of manufacture. In such an event the Tenderer / Contractor shall:

- (a) Allow reasonable facility and free access to his factory / work / records / to the Inspector for the purpose of inspection or for ascertaining the progress of manufacture and delivery.
- (b) Provide the drawings, tools, gauges, instruments, etc. required for carrying out the inspection work.
- (c) Produce an inspection plan to the Purchaser's satisfaction notifying him when checkpoints on the plan are imminent.
- (d) Not supply or deliver the Plant / Machinery / Equipment / Component unless and until a Shipping Release or an authorization for dispatch is obtained in a format provided by the Purchaser. Failure to comply with this instruction may lead to rejection of the goods supplied and result in delay for which tenderer will be held responsible.

23 INSTRUCTION MANUAL:

In respect of Plant / Machinery / Equipment / Instrument / Apparatus, where Instruction / Operation Manual is normally necessary to enable the user to put the Plant / Machinery / Equipment / Instrument / Apparatus to proper use, the Contractor shall furnish such an Instruction / Operation Manual specific to the stores being supplied along with the Plant / Machinery / Equipment / Instrument / Apparatus. The Contractor shall clearly specify in the offer about his readiness to supply Instruction / Operation Manual.

24 PACKING:

- (a) Tenderers shall note that packing for shipment shall be in accordance with the instructions outlined in this Tender Document, each package shall be limited to the size and weights that are permissible under the existing Rail/Road/Air and Sea Limitations. Even when no packing specification is included in the invitation to tender, it will be Supplier's responsibility to provide appropriate packing depending upon the nature of the supply and the transportation and handling hazards.
- (b) The Equipment shall be so packed and protected as not to suffer deterioration, damage or breakage during shipment and storage in a tropical climate.
- (c) Each package shall be properly labeled to indicate the type and quantity of material it contains, the Purchase Order Number, its dimensions and weight and any other necessary data to identify the equipment and relate it to contract.

25 DEVIATIONS TO PURCHASER'S SPECIFICATIONS AND CONDITIONS OF CONTRACT:

- (a) If any deviation from the technical specifications contained in Section-I to this Tender Document is involved, such details should be clearly indicated in Part - I (Techno - Commercial) and should be added as an Annexure to Part - I (Techno - Commercial) of the Tender as otherwise it shall be an admission on the part of the Tenderer that he will supply, the equipment as specified by the Purchaser.

Similarly, deviations to the Purchaser's Special Terms & Conditions of Contract contained in Section-II of this Tender Document shall be indicated by the Tenderer in another Annexure to Part - I (Techno - Commercial) of the Tender Part - I (Techno - Commercial).

- (b) Part - II (Price) should be furnished in accordance with the format provided by the Purchaser at Section-IV of this Tender Document.

26 DELIVERY:

Tenderers should note that no Tender will be considered by the Purchaser unless the Tenderer can meet the Delivery Schedule specified by the Purchaser. All Equipment / Machinery / Plant / Component covered by this Tender Document should be supplied on or before _____ or _____ months from the date Purchase order. The prices quoted by the Tenderer should include all charges involved for direct and safe delivery of the items by Road to the Project Site of the Purchaser. If a Tenderer so desires, separate lump sum charges for Transportation and Safe Delivery to Purchaser's Site at _____ could be furnished. Purchaser will neither undertake responsibility for transit insurance nor pay for it separately. No other, delivery terms will be accepted by the Purchaser. It is under the Tenderer's scope to bring sufficient manpower/machinery for unloading/storage/installation and commissioning of the stores at the purchaser's site

27 ACCEPTANCE OF TENDERS:

- (a) Acceptance of Tenders by the Purchaser will be sent by Fax, Telegram, Letter etc., within the validity date of the Tender and such a Fax, Telegram, Letter etc. would then be followed by a formal Purchase Order / Contract, incorporating all the terms and conditions. The Tenderer whose offer is accepted will proceed with the execution of the Contract on the basis of such advance acceptance of tenders without waiting for a formal Purchase Order / Contract, and will be responsible to seek and obtain whatever clarifications that are necessary from the Purchaser to proceed with the manufacture without waiting for a formal Purchase Order / Contract and Delivery Period will be reckoned from the Date of the Letter/Telex of Intent /Fax of Intent.
- (b) Within 10 days of receipt of the Purchase Order/Contract, the successful bidder shall sign and date the Purchase Order/contract and return it to C-MET along with Performance Security Deposit as per SI No. 2 of GTC.
- (c) Within 14 days of receipt of the Purchase Order/Contract, the successful bidder shall submit design calculations and fabrication drawings for approval.

28 RESULT OF THE TENDERS:

Unsuccessful Tenderers will not be informed of the result of the Tenders.

29 SETTLEMENT OF COMMERCIAL TERMS AND CONDITIONS OF CONTRACT:

In case the commercial terms and conditions for Sale / Contract stipulated in Part - I (Techno - Commercial) of the Tender submitted by the Tenderer are at variance with the Purchaser's General Conditions of Contract stipulated in Section-II of this Tender Document, the C-MET will settle the commercial terms and conditions of contract with the Tenderers chosen for award of the Contract by holding discussion with them OR by sending FAX/LETTER/ EMAIL etc. In case the concerned Tenderer to whom an intimation, thereof is given does not respond / fail to respond to communication sent by the C-MET within the date specified, his tender is liable for rejection at the discretion C-MET and no complaints whatsoever will be entertained from the Tenderer for rejection of his tender. The Tenderers should not discuss with the Technical Authorities / user Department any of the commercial

terms and conditions of Contract and any agreement/understanding reached between the Tenderer and the Technical Authorities will not be valid and binding.

30. Issue of Tenders: Right of issue of Tender is reserved by C-MET

SECTION – I

TECHNICAL SPECIFICATIONS

Section – I

Annexure – 1 (A)**Specifications for Centrifugal Pumps:**

S. NO.	Description	Detail	
1	Name of Pumps	<u>Centrifugal Pumps - 0.5 HP</u>	
2	Quantity	<u>22 Numbers</u>	
3	Duty	Transferring liquids bearing dilute nitric acid and organic Solvents	
4	Design Features	CAPACITY : M3/Hr.	1
		HEAD : Mtrs	10 minimum
		SPECIFIC GRAVITY OF LIQUIDS	1.1
		TEMPERATURE (DEGREES C)	AMBIENT
		IMPELLER TYPE	SEMI-OPEN
		SPEED (RPM)	1440 RPM/2900 RPM
		PUMP TYPE	CENTRIFUGAL PUMP
		FLANGE DETAILS	SUCTION/DISCHARGE PORTS: approximately, 25 MM with flanges as per ASME B16.5 (ASA 150)
		SHAFT SEALING	MECHANICAL SEAL
		MECHANICAL SEAL FACE COMBINATION	SIC/SIC
		SECONDARY SEAL	TEFLON
		SEAL MAKE	ROLON/EAGLE BURGEMANN
		MATERIAL OF CONSTRUCTION	
		CASING	SS-304
		IMPELLER	SS-304
		SHAFT-SLEEVE	SS-304
		SHAFT	SS-410/SS-316
BACK PLATE	SS-304		
BEARING HOUSING	CAST-IRON		
RECOMMENDED MOTOR HP & RPM	0.5 HP – 1440 RPM (FLAME PROOF MOTOR OF C G/ABB/BB MAKE)		
STANDARD ACCESSORIES (SUITABLE FOR THE MOTOR SUPPLIED)	M.S. BASE PLATE, COUPLING & COUPLING GUARD		

Notes:

1. All pumps are non-Monobloc coupling type
2. Warranty: One year from the date of supply for motors. Warranty for the pumps to be specified by the supplier

Annexure – 1 (B)

S. NO.	Description	Detail	
1	Name of equipment	Centrifugal Pumps - 2.0 HP	
2	Quantity	24 Numbers	
3	Duty	Transferring liquids bearing dilute nitric acid and Organic Solvents	
4	Design Features	CAPACITY : M3/Hr.	5
		HEAD : Mtrs	20 MINIMUM
		SPECIFIC GRAVITY	1.0
		TEMPERATURE (DEGREES C)	AMBIENT
		IMPELLER TYPE	SEMI-OPEN
		SPEED (RPM)	2900 RPM
		PUMP TYPE	CENTRIFUGAL PUMP
		FLANGE DETAILS	SUCTION/DISCHARGE PORTS: approximately, 25 MM with flanges as per ASME B16.5 (ASA 150)
		SHAFT SEALING	GLAND PACKING
		CASING	SS-304
		IMPELLER	SS-304
		SHAFT-SLEEVE	SS-316
		SHAFT	SS-410/SS-316
		BACK PLATE	SS-304
		BEARING HOUSING	CAST-IRON
RECOMMENDED MOTOR HP & RPM	2 HP – 2900 RPM (FLAME PROOF MOTOR OF CG/ABB/BB MAKE)		
STANDARD ACCESSORIES (SUITABLE FOR THE MOTOR SUPPLIED)	M.S. BASE PLATE, COUPLING & COUPLING GUARD		

Notes:

1. All pumps are non-Monobloc/ coupling type
2. Warranty: One year from the date of supply for motors. Warranty for the pumps to be specified by the supplier

SECTION – II

**GENERAL TERMS AND
CONDITIONS**

Section – II**GENERAL TERMS AND CONDITIONS OF CONTRACT****1. DEFINITIONS:**

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

- i. C-MET means any one or more of the three laboratories of Centre for Materials for Electronic Technology at Pune, Hyderabad or Thrissur
- ii. "Director" means Director, C-MET, Hyderabad. "Executive Director" means Chief Executive of Society, C-MET, Pune, PI means Principal Investigator of the project.
- iii. "The Tenderer or the Bidder or the Supplier" means the individual or firm submitting a tender or bid for purchase of the Goods and Services by C-MET against a tender notice.
- iv. "The Purchaser(s) or Client(s) or Beneficiary" means the organization purchasing the Goods / services (i.e., Centre for Materials for Electronics Technology)
- v. "The Supplier" or "The Vendor" or "The contractor" shall mean, the person, firm or Company with whom or with which the order for the supply of stores is placed and shall be deemed to include the Contractor's successors (approved by the Purchaser), representatives, heir's executors and administrators unless excluded by the contract.
- vi. "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form Signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- vii. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- viii. "The Goods" means all the hardware / equipment, machinery and /or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- ix. The term "Stores" shall mean, what Contractor agrees to supply under the Contract as specified in the Purchase Order
- x. "Services" means services ancillary to the supply of the Goods, such as transportation and insurance and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;
- xi. "GTC" means the General Terms and Conditions **and** "STC" means the Special Terms and Conditions of Contract contained in this section.
- xii. "Day" means a working day.
- xiii. The term "Inspector" shall mean any person appointed by, or on behalf of the Purchaser to inspect supplies, stores or work under the contract or any person deputed by the Inspector for the purpose.
- xiv. The term "Particular" shall mean the following:
 - a) Specification
 - b) Drawing
 - c) Sealed Pattern denoting a pattern sealed and signed by the Inspector
 - d) Proprietary make denoting the produce of an individual firm
 - e) Any other details governing the construction manufacture and or supply as existing for the contract.
- xv. The term "Purchase Order" shall mean, the communication/Contract signed on behalf of the Purchaser by an Officer duly authorized intimating the acceptance on behalf of the Purchaser on the terms and conditions mentioned or referred to in the said communication accepting the Tender or Offer of the Contractor for supply of stores of Plant, machinery or equipment or parts thereof.

2. PERFORMANCE SECURITY DEPOSIT:

On acceptance of Tender, the Contractor shall, within 21 days of the receipt of notification of award of purchase order / contract from C-MET, the Bidder shall furnish a Performance Security Deposit equivalent to 10% of the contract value in anyone of the forms as given below:

- i. Call Deposit Receipt or Pay Order or Demand Draft duly endorsed in favour of 'C-MET'.
- ii. Bank Guarantee from a Nationalized/Scheduled Bank in favour of 'C-MET' irrevocable and operative for the entire period starting from acceptance of the contract ending 60 days after completion of the warranty period or 20 months, whichever is longer.
- iii. In case the vendor/supplier/contractor would like to submit security performance security Deposit by Bank guarantee (BG), then the original BG shall be routed through the banker to Purchaser directly by registered post with acknowledgement due. In case the BG is handed over to the vendor/supplier/contractor by the bank for any genuine reasons, the BG issuing branch shall immediately send an unstamped duplicate copy of the BG directly to Purchaser by registered post with acknowledgement due with the covering letter to verify the BG issued by us and confirm that it is in order. The vendor/supplier/contractor shall comply this provision meticulously.
- iv. Fixed Deposit Receipt issued by Nationalized/Scheduled banks endorsed in favour of 'C-MET Hyderabad'.
- v. The Performance Security Deposit is required towards fulfillment of the Purchase order / Contract obligations. This Security Deposit will be forfeited in case the successful Bidder fails to execute the Purchase order/ Contract.
- vi. Failure of the successful Bidder to comply with the requirement of the Sl.No. 28 can constitute sufficient grounds for the annulment of the award in which event C-MET may call for new bids.
- vii. If the Contractor is called upon by the Purchase to deposit "Security" and the Contractor fails to provide the Security within the period specified such failure shall constitute a breach of Contract and the Purchaser shall be entitled to make other arrangements for the re - purchase of the stores contracted for at the risk and expense of the Contractor in terms of Sl. No. 10(ii)(c) hereof and/or recover from the Contractor damages arising from such cancellation. No claim shall lie against the Purchaser either in respect of interest if any due on Security Deposit or depreciation in value.

3. ALTERATION OF SPECIFICATION AND DRAWINGS:

The Purchaser reserves the right to alter from time to time specifications, pattern and drawings as from the date specified by him and the stores shall be in accordance with the specification, patterns and drawings as so altered. In the event of any such alteration involving an alteration in the cost of, or in the period required for production, a revision of the Contract Price and of the item for delivery shall be made in relation to the stores regarding the subject of the alteration. The decision of the Purchaser on the question whether the alteration involves an alteration in the cost of or as to the period required for production shall be final and conclusive.

4. SAMPLES:

Samples submitted for any reasons shall be supplied without charge and freight paid without any obligation of the Purchaser as regards safe custody or safe - return thereof. All samples submitted must be clearly labeled with the Contractor name and address and Tender Number of the Contractor, submits the sample with his tender, the same shall not govern the standard of supply except when it has been specifically stated in the Purchase Order that it is accepted instead of any sealed pattern. Should certified samples be lend to the Contractor by the Purchaser the Contractor is responsible for the return in perfect order of all certified samples with the labels intact.

5. CONTRACTOR'S RESPONSIBILITY REGARDING DESPATCH

- (i) The Contractor shall be responsible for obtaining a clear receipt from the Transport Authorities specifying the goods dispatched. The Purchaser shall not pay separately for transit insurance. All risks in transit being exclusively of the Contractor and the Purchaser shall pay for only such stores as are actually received by him in accordance with the Contract.
- (ii) Unless otherwise expressly mentioned in the Purchase order, the Contractor shall Pay and bear all Freights and all costs and expenses for Transporting the stores to the Place of Delivery specified in the Purchase Order and the Price specified in the Purchase Order shall be inclusive of all such freights, costs and expenses.
- (iii) In the case of an F.O.R Station of dispatch contract, the stores shall be booked at full wagon rates whenever available and by the most economical route and failure to do so will render the Contractor liable for the whole or part of any avoidable expenditure, caused to the Purchaser.

6. DELIVERY:

- (i) The time for and date of delivery of the stores stipulated in the Purchase Order shall be deemed to be the essence of the Contract and Delivery must be completed not later than the dates specified therein.
- (ii) Failure and Termination: Should the Contractor fail to deliver the Stores or any consignment thereof within the period prescribed for such delivery, the Purchaser shall be entitled at his option either:
 - (a) To recover from the Contractor as agreed through Liquidated Damages and not by way of penalty, a sum of 2% of the price of any stores, which the Contractor has failed to deliver as aforesaid, for each month or part of a month, during which the delivery of such stores may be in arrears and maximum deduction is 10% of the contract price. **OR**
 - (b) To purchase elsewhere, without notice to the Contractor on the account and at the risk of the Contractor, the stores not delivered from others of a similar description (where others exactly complying with the particulars are not in the opinion of the Purchaser readily procurable, such opinion being final) without cancelling the Contract in respect of the consignment(s) not yet due for delivery. **OR**
 - (c) To cancel the Contract or a portion thereof and if so desired, to purchase or authorize the purchase of stores not so delivered or others of a similar description (where others exactly complying with the particulars are not, in the opinion - of the Purchaser readily procurable, such opinion being final) at the risk and cost of the Contractor.

In the event of action being taken under Sl. No. 10 (ii) (b) & (c) above, the Contractor shall be liable for any loss which the Purchaser may sustain on that account, provided that the re - purchase, or if there is an agreement to re - purchase then such agreement, is made within six months from the date of such failure. But the Contractor shall not be entitled to any gain on such re - purchase shall be in the entire discretion of the Purchaser, whose decision shall be final. It shall not be necessary for the Purchaser to serve a "NOTICE" of such reproaches on the defaulting Contractor. This right shall be without prejudice to the right of the Purchaser to recover damages for breach of Contract by the Contractors.

- (iii) Extension of Time: As soon as it is apparent that Contract dates cannot be adhered to, an application shall be sent by the Contractor to the Purchaser. If failure, on the part of the Contractor to deliver the stores, in proper time shall have arisen from any cause which the Purchaser may admit as reasonable ground for an extension of the time (and his

decision shall be final) he may allow such additional time as he considers it to be justified by circumstances of the case without prejudice to the Purchaser's rights to recover liquidated damages under Sl. No. 10 hereof.

(iv) If the Contractor fails to apply and secure extension of Contract delivery Dates before effecting delivery of the supplies against the contract, acceptance of such stores by the Purchaser will no way prejudice the rights of the Purchaser to levy liquidated damages for delayed deliveries it will not entitle the Contractors to claim for payment of statutory levies that come into force after the expiry of the Contract delivery dates.

7 INSPECTION AND REJECTION:

(i) Inspection & Rejection: The stores shall be tendered by the Contractor for inspection at such places as may be specified by the Inspector at the Contractor's own risk, expenses and costs and shall lie at such places of inspection at the risk of the Contractor and the stores will be subject to inspection and test as may be considered necessary by the inspector and his decision as regards rejection of goods shall be final and binding on the Contractor. If any goods are rejected as aforesaid, then without prejudice to the foregoing provision, the Purchaser shall be at liberty to:

(a) allow the Contractor to resubmit without prejudice to the Purchaser's right to claim and recover Liquidated Damages as provided in Clause 10 hereof, stores in replacement of those rejected within a time specified by the Purchaser (in which time shall be the essence of the Contract), the Contractor bearing in the cost of freight for such replacement without being entitled to any extra payment, **OR**

(b) buy the quantity of stores rejected or others of similar nature elsewhere at the risk and cost of the Contractor in accordance with the provisions contained in Sl. No. 10 (iii) hereof without affecting the Contractor's liability as regards the supply of any further consignments due under the Contract, **OR**

(c) terminate the Contract and recover from the Contractor, the loss Purchaser thereby incurred.

(ii) Any stores submitted for inspection and rejected by the Inspector must be removed by the Contractor, within fourteen days from the date of receipt of intimation of rejection. Provided that in the case of dangerous infected or perishable stores, the Inspector (whose decision shall be final) shall notify the Contractor to remove such stores within 48 Hours of receipt of intimation of rejection and it shall be the duty of the Contractor to remove them accordingly. Such rejected stores shall lie at the Contractor's risk from the time of such rejection and if not removed within the aforementioned time, the Purchaser shall have the right either to return the rejected stores to the Contractor at the Contractor's risk by such mode of transport as the Purchaser may select to dispose off or segregate such stores as he thinks fit at the Contractor's risks and on his accounts and to appropriate such portion of the proceeds as may be necessary to cover any loss or expenses incurred by the Purchaser in connection with the said sale. Freight to destination on stores rejected after examination at destination shall be recoverable from the Contractor's at the Public Tariff Rate.

(iii) Test Certificates and Guarantees, if required by the Inspector shall be obtained and furnished by the Contractor, free of cost.

8 RECOVERY OF SUMS DUE:

Whenever any claim for the payment of, whether liquidated or not, arises out of or under this Contract against the Contractor, the Purchaser shall be entitled to recover such sum by appropriating, in part or whole the Performance Security Deposited by the Contractor, if the security is taken against the Contract. In the event of the security being insufficient or no security has been taken from the Contractor, then the balance or the total sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this or any other Contract with Purchaser. Should this sum be not sufficient to cover the full amount recoverable the Contractor shall pay to the Purchaser on demand the remaining balance due. Similarly, if the Purchaser has or makes any claim, whether liquidated or not against the Contractor under

any other Contract with the Purchaser, the payment of all amount payable under the Contract by the Contractor including the Performance Security Deposit shall be withheld till such claims of the Purchaser are finally adjudicated upon and paid by the Contractor.

9 MODES OF PAYMENT:

Unless otherwise agreed to in writing between the Purchaser and the Contractor, payment for the delivery of the Plant or materials by the Inspector will be made as follows:

- (a) 10% mobilization advance against Bank Guarantee (BG)
- (b) 60% after inspection at the manufacturers site, acceptance and receipt at C-MET
- (c) 20% against delivery and inspection and testing at site
- (d) 10% after submission of Performance Bank Guarantee (PBG) for the warrantee period

10 LAW GOVERNING THE CONTRACT:

The laws of India shall govern this Contract for the time being in force. The marking of all stores supplied must comply with the requirements of Indian Acts relating to Merchandise Marks and all the rules made under such Acts.

11 JURISDICTION:

The Courts within the local limits of whose Jurisdiction the place from which the Purchase Order is issued.

12 INDEMNITY:

The Contractor shall at all times indemnify the Purchaser against all claims which may be made in respect of stores for infringement of any right protected by patent. Registration of design or Trade Mark and shall take all risk of accidents or damage which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfillment of the Contract.

13 ARBITRATION:

(i) Notwithstanding anything contained in Sl. No. 15 above, in the event of any question, dispute or difference arising under these conditions or any condition contained in the Purchase Order or in connection with this Contract, (except as to any matters the decision of which is specially provided for by these conditions) the same be referred to the sole arbitration of the Director or of some other person appointed by him. It will be no objection that the arbitrator is a Government servant, he had to deal with matters to which the Contract relates or that in the course of his duties as a Government servant he has expressed views on all or any of the matters in disputes or difference. The award of the arbitrator shall be final and binding on the parties to this Contract.

(ii) If the arbitrator be the Director in the event of his being transferred or vacating his office by resignation or otherwise, it shall be lawful for his successor in office either to proceed with the reference himself, or to appoint another person as arbitrator, it shall be lawful for the Director to appoint another person as arbitrator, or

(iii) If the arbitrator be a person appointed by the Director. In the event of his dying, neglecting or refusing to act, or resigning or being unable to act for any reason it shall be lawful for the Director to proceed with the reference himself or to appoint another person as arbitrator in place of the outgoing arbitrator.

(iv) Subject as aforesaid, the Arbitration & Conciliation Act 1996 and the rule there under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this Clause. The Arbitrator shall have the power to extend with the consent of the Purchaser and the Contractor, the time for making and publishing the award. The venue of arbitration shall be the place as the Purchaser in the absolute discretion may determine.

14 EXERCISING THE RIGHTS & POWERS OF THE PURCHASER:

All the rights, discretions and power of the Purchaser under the Contract shall be exercisable by and all notices on behalf of the Purchaser shall be given by the Director, or any person or persons authorized to enter into Contract on behalf of the competent authority and any reference to the opinion of the Purchasers in the terms and conditions contained in this General Conditions of all Contracts shall mean and be construed as reference to the opinion of any of the persons mentioned in this Clause. The Contractor shall be responsible for any mistake in drawing and shall pay for any alterations of the works duty to any discrepancies, errors or omission in the drawings or other particulars supplied by him whether such drawings or particulars have been approved by the Purchaser or not.

15. RESPONSIBILITY FOR COMPLETENESS:

Any fitting or accessories which may not be specifically mentioned in the specification but which are usual or necessary are to be provided by the Contractor without extra charge and the plant be complete in all details.

16. INSPECTION AND FINAL TESTS:

All the tests necessary to ensure that machinery complies with the particulars and guarantees shall be carried out at such place or places as may be determined by the Inspector. Should, however it be necessary for the final test as to carried out at the site they shall be carried out within one month of completion of erection.

17. TRANSPORT AND RESPONSIBILITY FOR BREAKAGES EN - ROUTE:

Unless otherwise specified, Contractor shall be responsible for any damage, which may be caused to the Plant during transit to the site of erection thereof.

18. CORRUPT OR FRAUDULENT PRACTICES:

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

The following points define for the purpose and the terms set forth:

- a) Will not resort to, "corrupt practice" meaning, the offering, giving, receiving or soliciting of any thing of value to influence the action of the public official in the procurement process or in contract execution; and
- b) Will not resort to, "fraudulent practice" meaning a misrepresentation of facts in order to influence a procurement process or a execution of a contract to the detriment of C-MET, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive C-MET of the benefits of the free and open competition;

C-MET has all the right to reject a proposal for award of order if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will not be liable for offering any explanation further to such firm involved in unfair means.

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

19. FORCE MAJEURE

- (i) Notwithstanding the provisions of GTC SL No 10, the Supplier shall not be liable for forfeiture of its performance security, penalty or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the

result of an event of Force Majeure.

(ii) For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, Epidemics, quarantine restrictions and freight embargoes.

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

20. INTERPRETATION OF THE CLAUSES IN THE TENDER DOCUMENT / CONTRACT DOCUMENT:

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

21. EXEMPTIONS AND PREFERENCES TO SMALL SCALE INDUSTRIES

The Small Scale Industries will be given following exemption and preferences in terms of letter No. 21(1)/2000-FP&M dated 28.8.2000 of Ministry of Small Scale Industries & Agro and Rural Industries, New Delhi on production of necessary registration.

- i. Issue of Tender sets free of cost.
- ii. Exemption from Payment of Earnest Money Deposit or Bid Security
- iii. Waiver of Performance Security Deposit to the Monetary limit for which the unit is registered.
- iv. Price preference upto 15% over the quotation of large-scale units.

SECTION – III

FORM FOR DETAILS ABOUT THE TENDERER

Section-III**FORM FOR DETAILS ABOUT THE TENDERER****{To be submitted along with the Tender (Technical Bid) in the Letter Head}**

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

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

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

16. Organizational Capability :

No. of qualified engineers:

Name of the key personnel & qualifications:

17. Whether any relative of Tenderer is working in C-MET. If so, give his name, designation and place of posting :

18. Details of EMD:

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

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

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

(Signature with date)
(Name and designation) Duly authorized to sign tender for and on behalf of

Place
Date

SECTION – IV

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY DEPOSIT

Section-IV

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY DEPOSIT

To

The Administrative Officer
C-MET, IDA Phase-III
Cherlapally, HCL Post
Hyderabad – 500 051
Andhra Pradesh, India

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

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank 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 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 authorized officer of the Bank)

.....
Name and designation of the officer

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

SECTION -V

**MANUFACTURER'S
AUTHORIZATION FORM**

Section-V

MANUFACTURER'S AUTHORISATION FORM

To,

The Administrative Officer
C-MET, IDA Phase-III
Cherlapally, HCL Post
Hyderabad – 500 051
Andhra Pradesh, India

Dear Sir,

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 authorize 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 authorized 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, CMC as applicable as per tender clause for the goods and services offered for supply by the above firm against this TE document.

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorized agent.

We also confirm that the price quoted by our agent shall not exceed than that which we would have quoted directly.

Yours faithfully,

[Signature with date, name and designation]
for and on behalf of Messrs _____

[Name & address of the manufacturers]

- Note: 1. This letter of authorization should be on the letterhead 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 –VI
BID FORM & PRICE
SCHEDULE

SECTION –VII
PRICE REASONABILITY
CERTIFICATE

Section-VII

(in the company letter head)

PRICE REASONABILITY CERTIFICATE

It is certified that the rates quoted _____ (model/make) are not more than as charged to other Govt. /PSU's for similar supplies made in recent past. Copies of the supply orders received from other Govt/PSU's are enclosed alongwith the technical bid.

Signature of Tenderer_____

Name_____

Business Address_____

Seal of the Tenderer_____

SECTION -VIII
TENDER FORM

Section –VIII

TENDER FORM

Date _____

To
The Administrative Officer
C-MET, IDA Phase-III
Cherlapally, HCL Post
Hyderabad – 500 051
Andhra Pradesh, India

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, 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, read with modification, if any, for due performance of the contract.

We agree to keep our tender valid for acceptance as required in the TED, read with modification 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 statutory Authorities as per govt. rules/procedures.

Further, we confirm that the documents submitted by us for getting qualified in the bid are genuine. If any fake/ forged documents are submitted, C-MET has right to reject their offer altogether.

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 for and on behalf of

SECTION -IX
BANK GUARANTEE FORM
FOR EMD

Section– IX**BANK GUARANTEE FORM FOR EMD**

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

_____ (hereinafter called the “tender”) against the purchaser’s tender enquiry No. _____ Know all persons by these presents that we _____ of _____ (Hereinafter called the “Bank”) having our registered office at _____ are bound unto _____ (hereinafter called the “Purchaser) in the sum of _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20____. The conditions of this obligation are:

- (1) If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the Tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - a) fails or refuses to furnish the performance security for the due performance of the contract.
 - or
 - b) fails or refuses to accept/execute the contract.
 - or
 - c) if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

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

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

(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

SECTION -X

SPECIAL CONDITIONS FOR ERECTION & COMMISSIONING

Section- X**SPECIAL CONDITIONS FOR ERECTION & COMMISSIONING****1. Scope**

The Tenderer shall prepare, in consultation with C-MET, a programme for the completion of the work, which may be carried by agreement in writing between the C-MET and the Tenderer. The Tenderer shall maintain progress throughout the contract period so as not to delay other traders or Tenderers.

2. DIMENSIONS

Dimensions are to be adhered to as stated in the specifications or as figured on the drawings. Large scale details and written particulars furnished by the C-MET are to be used in preference to small scale drawings and are to be strictly followed as to their true intent and meaning. However, Tenderer should check physical dimensions before proceeding with any work. Any discrepancies between drawings and physical dimensions are to be brought to the notice of C-MET's Engineers.

3. INCLEMENT WEATHER

The Tenderer shall take note of the climatic conditions as pertaining to the areas in which the works are located and shall be deemed to have included all costs for protecting from injury by weather all works and materials that may be so affected.

4. SUPERVISION OF WORK

The C-MET reserves the right to interview the Tenderer's nominated site representative and skilled tradesmen either prior to the award of the contract or prior to commencing work on site. Should the nominated representative not be considered suitable, the Tenderer shall provide further representatives and skilled tradesmen for interview until such time as the C-MET is satisfied that a competent man will be appointed. That the C-MET may have approved the appointment will in no way relieve the Tenderer of any responsibility under the terms of contract. All costs including travelling expenses etc., incurred by the Tenderer in following the above procedure shall be borne by the Tenderer.

5. LABOUR DISPUTE

The Tenderer shall keep C-MET fully informed on all matters concerning labour disputes, strikes, etc., involving the Tenderer's labour force and the effects on the progress of work. C-MET shall be kept fully informed of the course of action proposed to remove or alleviate the cause of the dispute.

6. PHOTOGRAPHS

The Tenderer shall not take photographs of any part of the works without the written permission of the C-MET.

7. CONSUMABLES

All Consumables required for the erection and commissioning shall be under the scope of the tenderer.

8. OTHER TENDERERS

The Tenderer shall take fully into account the effect of other concurrent work being carried out in the area or on the same site by other Tenderers on the site will be expected from the Tenderers to ensure that the works are completed in a trouble free, efficient and neat manner.

ADDITIONAL CONDITIONS

1. Please note all required tools tackles, ladders, scaffolding etc. for execution / completion of site shall be organized by the successful Tenderer for carrying out their work.
2. Main incoming supply 3 phase/ 1phase, 415V/230V, 50hz, will be provided by the buyer at one point. The successful Tenderer shall carry out further distribution between the electrical panel and equipments with necessary cabling.
5. All required labour and material handling equipment required for execution at site shall be organized by the successful Tenderer for carrying out their work.
6. Please note all the labour engaged at site for execution of work shall be covered under ESI/PF as per the government rules, and all necessary details shall be submitted to C-MET before starting the execution work at site.
7. The Tenderer shall have a comprehensive all risk (CAR) & Workman Compensation (WC) of the full amount of the contract value.
8. In general, C-MET working starts from 9.00 am to 5.30 p.m. For carrying out extra work or if the Tenderer decides to work after duty hours, special permission shall be taken from the authorities before doing so.
9. Safety of the labour employed at site shall be at the responsibility of the Tenderer. Tenderer should ensure that labors use all the required safety equipments and takes precautions. If any of the Tenderer found not adhering to the safety precautions, his work at site would be stopped immediately & a penalty of Rs.1,000/- per day will be charged to him. However this delay should not reflect in the overall project delay, as it might lead to penalty as per the LD clause. Client/C-MET shall not be held responsible for any accidents / Mishap that may happen on site due to negligence / overlook of safety precautions.

STATUTORY OBLIGATIONS

1. The Tenderer shall observe that the working as intended in the document is adhered to or conforming to and NOT NECESSARILY BE LIMITED to the following standard regulations:
 - i) Factories Act as amended (latest)
 - ii) Explosive Act.
 - iii) Safety regulations laid down by Central Government and state Authorities and the C-MET.
 - iv) Indian Electricity Rules and Regulations.
 - v) Standard Codes for Pressure Piping (ASA B31.3.1973)
 - vi) Statutory requirements for inspection and test of all lifting appliances and auxiliary lifting gear.
 - vii) Labour Act.
 - viii) Local-Bye-Laws.
 - ix) Regulations laid by the Fire Safety Committee, Insurance Association of India.
2. In case of conflict between these specifications and the standards, which come into force, shall be considered as included and applicable to the work covered here and elsewhere in this document.

SECTION -XI

PRE-QUALIFICATION CRITERIA

Section – XI

(In the company's letter head)
PRE-QUALIFICATION CRITERIA

Firm should have Proof of experience in execution of similar works in Govt. Dept, R&D organizations, PSUs or Private companies during last 5 years ending last day of the month previous to the one in which application invited .

(Purchase orders/work completion certificate issued on or after 01.03.2007 to 29.02.2012 will be considered)

S No	Prequalification criteria	No of works	Minimum amount of Purchase order	Amount of Purchase order	Date of commencement/ completion of work	Copies of POs* and certificates	Remarks
1	Three similar completed works each costing not less than `11,08,000/-	1	11,08,000				
		2	11,08,000				
		3	11,08,000				
2	Two similar completed works each costing not less than `13,85,000/-	1	13,85,000				
		2	13,85,000				
3	One similar completed work costing not less than `22,16,000/-	1	22,16,000				

*Note: 1. The copies of work orders & performance/ completion certificates duly attested for proof of experience to be submitted along with tender.

(Signature with date)

(Name and designation) Duly authorized to sign tender for and on behalf of _____

SECTION -XII

ANNUAL FINANCIAL TURNOVER

Section – XII**(In the company's letter head/official stationery)**

To
 The Administrative Officer
 C-MET, IDA Phase-III
 Cherlapally, HCL Post
 Hyderabad – 500 051
 Andhra Pradesh, India

Date _____

Subject: Annual Financial Turnover for the years from 2008-09 to 2010-11

Reference: Your TE document No. _____ dated _____

Sir,

With reference to your Tender Enquiry Srl No 1 (a) (x) regarding average annual financial turnover of the firm during the above period shall be atleast 30% of the estimated costs. Accordingly, please find below information in respect of our firm supported by IT Return for the period as enclosure:

S No.	Nomenclature	Year	In Rupees	Remarks
1	Gross Sales	2008-09		
	Net Profit			
	Net Profit after Tax			
2	Gross Sales	2009-10		
	Net Profit			
	Net Profit after Tax			
3	Gross Sales	2010-11		
	Net Profit			
	Net Profit after Tax			

2. Also please find enclosed Annual Financial Accounts of the firm duly certified by a Chartered Accountant for the last 3 years, ending 31st March of the previous financial year from 2008-09, 2009-10 and 2010-11.

(Signature with date)
 (Name and designation) Duly authorized to sign tender for and on behalf of
