



**Tender for Supply, Installation, Testing and
Commissioning of CNC Die Sinking machine with
C-Axis at Main Workshop CMTI, Bangalore
(Pre-Bid Conference)**

By
Central Manufacturing Technology Institute
Tumkur Road, Bangalore-560022

सेन्ट्रल मैन्युफेक्चरिंग टेक्नोलॉजि इंस्टिट्यूट 
**CENTRAL MANUFACTURING
TECHNOLOGY INSTITUTE**

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CMTI - CENTRAL MANUFACTURING TECHNOLOGY INSTITUTE
Tumkur Road, Bangalore - 560022, Karnataka, INDIA

INVITATION FOR BIDS

Tender No. CMTI/PUR/0202/2023-24/HBS/CMF

Date: 20 July 2023

1. CMTI - Central Manufacturing Technology Institute, Tumkur Road, Bangalore - 560022, Karnataka, India, Invites sealed Bids from Manufacturers and their Distributors / Indian Agents, if any, for purchase of items listed below.

Sl. No.	Tender No.	Description of items	Qty	Two Bid	Bid Security (EMD) (in Rs.)
1	CMTI/PUR/0202/2023-24/HBS/CMF	Tender for Supply, Installation, Testing and Commissioning of CNC Die Sinking machine with C-Axis at Main Workshop CMTI, Bangalore	One No.	Two Bid System [Technical &- Price bid]	2,00,000/-

2. Interested Bidders may obtain further information from the office of the Group Head, Purchase & Stores, CMTI - Central Manufacturing Technology Institute, Tumkur Road, Bangalore - 560022, Karnataka, India, mail: purchase@cmti.res.in
3. The Bidding Documents can be downloaded at www.tenderwizard.com/CMTI.
4. The Director, CMTI- Bangalore, reserves the right to accept any or all tenders either in part or in full or to split the order without assigning any reasons therefore.
5. **A Pre bid meeting shall be held with the interested bidders at Central Manufacturing Technology Institute, Tumkur Road, Bangalore-560022 at 11:00 hrs on 09/08/2023 to clear the doubt of intending bidders, if any. Vendors should send by email, all their queries, before pre- bid conference, latest by 10.00 hrs of 07/08/2023 to the Group Head (Purchase and stores), CMTI Email id: purchase@cmti.res.in**

**SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF CNC LATHE
WITH PROGRAMMABLE TAILSTOCK AT MAIN WORKSHOP CMTI, BANGALORE**

BID REFERENCE	CMTI/PUR/0202/2023-24/HBS/CMF
DATE OF PREBID CONFERENCE	09-08-2023 11.00 hrs
DEADLINE FOR RECEIPT OF BIDS	Will be Intimated after the Pre-bid Conference.
DATE AND TIME OF OPENING OF BIDS (TECHNICAL BID ONLY)	Will be Intimated after the Pre-bid Conference.
DATE AND TIME OF OPENING OF PRICE BIDS	Will be Intimated after the Pre-bid Conference.
VENUE FOR BID OPENING	E-Tender online opening
ADDRESS FOR COMMUNICATION	Group Head, (Purchase & Stores) Central Manufacturing Technology institute, Tumkur Road, Bangalore - 560022, Karnataka, India Email ID: purchase@cmti.res.in

N.B.:

1. All the pages of the Bidding Document should be signed, stamped and submitted with the offer.
2. This Bidding Document is non-transferable.
3. Bidding Document can be downloaded free of cost from our website www.cmti.res.in

CHAPTER 1
INSTRUCTIONS TO BIDDER

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A-Introduction

1.1 Eligible Bidders

1.1.1 This Invitation for Bids [IFB] is open to all Suppliers.

1.1.2 In a tender, either the Indian agent on behalf of the Principal / OEM or Principal / OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.

If an agent submits bid on behalf of Principal / OEM, The same agent shall not submit a bid on behalf of another principal /OEM in the same tender for the same item / product.

1.1.3 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting Services for the preparation of the design, specifications, and other documents to be used for the procurement of the Goods to be purchased under this Invitation For Bids.

1.2 Cost of Bidding

1.2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

1.3 Fraud and corruption

1.3.1 The Purchaser requires that the Bidders, Suppliers and Contractors observe the highest standard of Ethics during the procurement process and execution of such contracts. In pursuit of this policy, the following are defined:

“Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

“Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

“collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Purchaser, designed to establish bid prices at artificial, non- competitive levels; and

“Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

1.3.2 The Purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

B - The Bidding Documents

1.4 Cost of Bidding Documents

1.4.1 The Bidding Documents can be downloaded from Purchaser's website as indicate in the Invitation for Bids [IFB] free of cost.

1.5 Content of Bidding Documents

1.5.1 The Goods required, bidding procedures and contract terms are prescribed in the Bidding Documents which should be read in conjunction. The Bidding Documents, apart from the Invitation For Bids have been divided into 8 chapters as under:

- | | |
|------------|---|
| Chapter 1: | Instructions to Bidder (ITB) |
| Chapter 2: | General Conditions of Contract (GCC) and Special Conditions of Contract (SCC) |
| Chapter 3: | Schedule of Requirements |
| Chapter 4: | Specifications and Allied Technical Details
PART A: Qualifying Criteria
PART B: Detail Specifications |
| Chapter 5 | Price Schedule Forms |
| Chapter 6 | Contract Form |
| Chapter 7: | Other Standard Forms comprising:
(a) Bidder Information Form;
(b) Manufacturer's Authorization Form(MAF)
(c) Bid Security Form;
(d) Performance Statement Form;
(e) Deviation Statement Form;
(f) Service Support details;
(g) Bid Form;
(h) Performance Security Form;
(i) Acceptance Certificate Form;
(j) Eligibility Certificate Form
(k) Non Black-Listed Self Certification Form |

1.5.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

1.6 Clarification of Bidding Documents

1.6.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address specified in the Special Conditions of Contract (SCC). The Purchaser will respond in writing to request for clarification, provided that such request is received not later than ten (10) days prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under clause relating to amendment of Bidding Documents and Clause relating to Deadline for Submission of Bids. The clarifications and amendments issued would also be hosted on the website of the Purchaser for the benefit of the other prospective Bidders.

1.7 Amendment of Bidding Documents

1.7.1 At any time prior to the deadline for submission of Bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by an amendment.

1.7.2 All prospective Bidders who have received the Bidding Documents will be notified of the amendment in writing or by cable or by fax, or by e mail and the said amendment will be binding on them. The same would also be hosted on the website of the Purchaser and all prospective Bidders are expected to surf the website before submitting their Bids to take cognizance of the amendments.

1.7.3 In order to allow prospective Bidders reasonable time to take the amendment into account, while preparing their Bids, the Purchaser, at its discretion, may extend the deadline for the submission of Bids and host the changes on the website of the Purchaser.

C - Preparation of Bids

1.8 Language of Bid

1.8.1 The Bidder shall bear all costs of translation, if any, to the English language and all risks of the accuracy of such translation, for documents provided by the Bidder.

1.9 Documents Comprising the Bid

1.9.1 The Offer is to be submitted in two parts. One part will be the Un-Priced Techno-Commercial Bid and the other shall be the Priced Bid in the manner described at ITB Clause 1.18.

1.9.2 The Un-Priced Techno-Commercial Bid prepared by the Bidder shall include, among other Documents [like Technical Literature, brochures, drawings, all relevant commercial terms, data sheets etc.] the following:

- (a) Bidder Information Form;
- (b) Bid Security as specified in the Invitation For Bids;
- (c) Service support details form;
- (d) Deviation Statement Form;
- (e) Performance Statement Form;
- (f) Manufacturer's Authorization Form (MAF);
- (g) Documentary evidence establishing that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
- (h) Documents establishing Good eligibility and conformity to Bidding Documents;
- (i) Current solvency certificate
- (j) Eligibility Certificate
- (k) Non-Blacklisted self-certificate

1.9.3 The Price Bid prepared by the Bidder shall include, among other Documents the following:

- (a) Bid form.
- (b) Applicable Price Schedule Form (this forms shall be mandatorily be uploaded in the price bid)

1.10 Bid Form and Price Schedule Form

1.10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule Form furnished in the Bidding Documents. These forms must be completed without any alterations to its format and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

1.11 Bid Prices

1.11.1 The Bidder shall indicate on the appropriate Price Schedule Form, the unit prices and total bid prices of the Goods it proposes to supply under the contract.

1.11.2 Prices indicated on the Price Schedule Form shall be entered separately in the following manner:

(a) For Goods manufactured within India

- (i) The price of the Goods quoted ex - works including taxes already paid.
- (ii) GST and other taxes & duties which will be payable on the Goods if the contract is awarded.
- (iii) The charges for inland transportation, insurance and other local Services required for delivering the Goods at the desired destination.
- (iv) The installation, commissioning and training charges including any incidental Services, if any.

(b) For Goods manufactured abroad

- (i) The price of the Goods, quoted on EXW/ FCA (named place of delivery abroad) or FOB (named port of shipment), as specified in the Price Schedule Form.
- (ii) The charges for insurance and transportation of the Goods to the port/place of destination. The agency commission charges, if any.
- (iii) The installation, commissioning and training charges including any incidental Services, if any

1.11.3 The terms FOB, FCA, CIF, CIP etc. shall be governed by the rules prescribed in the current edition of the INCOTERMS published-by the International Chambers of Commerce, Paris.

1.11.4 The price quoted shall remain fixed during the contract period and shall not vary on any account.

1.11.5 All lots and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Lots or items not listed in the Price Schedule shall be assumed to be not included in the bid.

1.12 Bid Currencies

1.12.1 Prices shall be quoted in Indian Rupees for offers received for supply within India and in freely convertible foreign currency in case of offers received for supply from foreign countries.

1.13 Documents Establishing Bidder's Eligibility and Qualifications

1.13.1 The Bidder shall furnish as part of its bid, documents establishing the Bidder's eligibility to bid and its qualification to perform the contract if its bid is accepted.

1.13.2 The documentary evidence of the Bidder's qualification to perform the contract if the bid is accepted shall establish to the Purchaser's satisfaction that;

- (a) Bidder meets the qualification Criteria listed in Bidding Documents, if any.
- (b) Bidder that doesn't manufacture the Goods it offers to supply shall submit the Manufacturer's Authorization Form (MAF)/ OEM authorization form using the form specified in the Bidding Documents to demonstrate that it has been duly authorized by

the Manufacturer of the Goods to quote and / or supply the Goods.

- (c) In case of a Bidder not doing business with in India, it shall furnish the certificate to the effect that the Bidder is or will be represented by an agent in India equipped and able to carry out the supply, maintenance, repair obligations etc. during the warranty and post-warranty period or ensure a mechanism at place for carrying out the supply, maintenance, repair obligations etc. during the warranty and post - warranty period.

1.13.3 Conditional tenders shall not be accepted.

1.14 Documents Establishing Goods Eligibility and Conformity to Bidding Documents

1.14.1 To establish the Goods eligibility, the documentary evidence of the Goods and Services eligibility shall consist of a statement on the country of origin of the Goods and Services offered which shall be confirmed by a certificate of origin issued by a local chamber of commerce at the time of shipment.

1.14.2 To establish the conformity of the Goods and Services to the specifications and schedule of requirements of the Bidding Documents, the documentary evidence of conformity of the Goods and Services to the Bidding Documents may be in the form of literature, drawings and data, and shall consist of:

- (a) A detailed description of the essential technical and performance characteristics of the Goods;
- (b) A list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods following commencement of the use of the Goods by the Purchaser in the Priced - bid ; and
- (c) An item-by - item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the Goods and Services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

1.14.3 For purposes of the commentary to be furnished pursuant to above, the Bidder shall note that standard workmanship, material and equipment, designated by the Purchaser in its Technical Specifications are intended to be descriptive only not restrictive The Bidder may substitute these in its bid, provided that it demonstrates to the Purchaser's satisfaction that the Substitutions ensure substantial equivalence to those designated in the Technical Specifications.

1.15 Bid Security / Earnest Money Deposit (EMD)

1.15.1 The Bidder shall furnish, as part of its bid, a Bid Security (BS) / Earnest Money Deposit [EMD] for an amount as specified in the Invitation for Bids. In the case of foreign Bidders, the BS shall be submitted either by the Principal or by the Indian agent and in the case of indigenous Bidders; the BS shall be submitted by the Manufacturer or their specifically authorized dealer / Bidder.

1.15.2 The Bid Security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture.

1.15.3 The Bid Security shall be in Indian Rupees for offers received for supply within India and denominated in the currency of the bid or in any freely convertible foreign exchange in the case of offers received for supplies from foreign countries in equivalent Indian Rupees. The Bid Security shall be in one of the following forms at the Bidder's option:

- (a) A Bank Guarantee [BG] issued by a Nationalized/Scheduled bank in the form provided in the Bidding Documents and valid for 45 days beyond the validity of the bid. In case a Bidder desires to submit a BG issued from a foreign bank, then the same should be

confirmed by a Nationalized/Scheduled Indian bank, with all confirmation charges to Bidder's account. Purchaser reserves the right to verify the authenticity of the Bank Guarantees from the issuing/confirming/controlling bank; or

- (b) Fixed Deposit Receipt pledged in favour of the Purchaser ; or
- (c) Online payment in favour of the Purchaser.

1.15.4 The Bid Security shall be payable promptly upon written demand by the Purchaser in case the conditions listed in the ITB Sub-Clause 1.15.8 are invoked.

1.15.5 The Bid Security should be submitted in its original form. Copies shall not be Accepted.

1.15.6 The Bid Security of unsuccessful Bidder will be discharged / returned as promptly as possible positively within a period of 30 days after the expiration of the period of bid validity or placement of order whichever is later, without any interest.

1.15.7 The successful Bidder's Bid Security will be discharged upon the Bidder furnishing the Performance Security, without any interest. Alternatively, the BS could also be adjusted against PS, if it is paid through DD/BC.

1.15.8 The Bid Security may be forfeited:

- (a) If a Bidder withdraws or amends or impairs or derogates its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- (b) In case of a successful Bidder, if the Bidder fails to furnish Order Acknowledgement within 15 days of the order or fails to sign the contract and/or fails to furnish Performance Security within 21 days from the date of contract/ order.

1.15.9 EMD exemption is applicable for appropriate MSME/NSIC registered vendors.

1.16 Period of Validity of Bids

1.16.1 Bids shall remain valid for a minimum period of 120 days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

1.16.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable, telex, fax or e-mail). The Bid Security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will not be required nor permitted to modify its bid.

1.16.3 Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

1.16.4 Pre bid meeting

A pre bid meeting shall be held with the interested bidders at Central Manufacturing Technology Institute, Tumkur road, Bangalore-560022 at 11:00 Hrs on 09/08/2023 to clear the doubt of intending bidders, if any. Vendors should send by email, all their queries, before pre-bid conference, latest by 13.00 hrs of 07/08/2023 to the Group Head (Purchase and store), CMTI Email id: purchase@cmti.res.in As a result of pre-bid conference, certain modifications may be issued to all eligible bidders, if felt necessary as corrigendum. The outcome of the pre-bid conference will become part of contract document.

1.17 Format and Signing of Bid

1.17.1 Bids are invited on two-bid system, the Bidder shall submit the Bids in two separate

parts. One part will be the Un-Priced Techno - Commercial Bid and the other shall be the Price Bid.

D – Submission of Bids

1.18 Submission of Bids

1.18.1 The Bidders may submit their Bids in Tender Wizard portal as two separate cover bids.

E - Opening and Evaluation of Bids

1.19 Opening of Bids by the Purchaser

1.19.1 The Purchaser will open all Bids at a time in Tender portal. The Price Bid shall be opened only after technical evaluation.

1.20 Confidentiality

1.20.1 Information relating to the examination, evaluation, comparison, and post qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract Award.

1.20.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the Bids or contract award decisions may result in the rejection of its Bid.

1.21 Clarification of Bids

1.21.1 To assist in the examination, evaluation, comparison and post qualification of the Bids, the Purchaser may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. However, no negotiation shall be held except with the lowest Bidder, at the discretion of the Purchaser. Any clarification submitted by a Bidder in respect to its bid which is not in response to a request by the Purchaser shall not be considered.

1.22 Preliminary Examination

1.22.1 The Purchaser shall examine the Bids to confirm that all documents and technical documentation requested in ITB Clause 1.9 have been provided, and to determine the completeness of each document submitted.

1.22.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.

- (a) Bid Form and Price Schedule Form, in accordance with ITB Clause 1.10. This condition pertains to opening of Price Bid only;
- (b) All the Bids received will first be scrutinized to see whether the Bids meet the basic requirements as incorporated in the Invitation for Bids [IFB]. The Bids, which do not meet the basic requirements, are to be treated as unresponsive and ignored. The following are some of the important points, for which a tender may be declared as unresponsive and to be ignored, during the initial scrutiny:
 - (i) The Bid is unsigned.
 - (ii) Bid Security/ Earnest Money Deposit has not been furnished
 - (iii) The Bidder is not eligible.
 - (iv) The Bid validity is shorter than the required period.
 - (v) The Bidder has quoted for Goods manufactured by a different firm without the

required authority letter from the proposed Manufacturer.

- (vi) Bidder has not agreed to give the required Performance Security.
- (vii) The Goods quoted are sub - standard, not meeting the required specification etc.
- (viii) Against the schedule of Requirement (incorporated in the tender enquiry), the Bidder has not quoted for the entire requirement as specified in that schedule.
- (ix) The Bidder has not agreed to some essential condition(s) incorporated in the tender enquiry.
- (x) Bidder has not mentioned charges related to packing, forwarding, freight, insurance charges, taxes etc. [as required under Instructions to Bidders Clause 1.11 thus rendering such offers as incomplete.

1.23 Responsiveness of Bids

1.23.1 Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each bid to the Bidding Documents. For purposes of this clause, a substantive responsive bid is one, which conforms to all terms and condition of the Bidding Documents without material deviations, reservations or omissions. A material deviation, reservation or omission is one that:

- (a) Affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
- (b) Limits in any substantial way, inconsistent with the bidding documents, the purchase's rights or the bidder's obligations under the contract; or
- (c) If rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

1.23.2 The purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

1.23.3 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.

1.24 Non-Conformity, Error and Omission

1.24.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

1.24.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

1.24.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

- (a) If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

1.24.4 Provided that a bid is substantially responsive, the Purchaser may request that a Bidder may confirm the correctness of arithmetic errors as done by the Purchaser within a target date. In case, no reply is received then the bid submitted shall be ignored and its Bid Security may be forfeited.

1.25 Examination of Terms & Conditions, Technical Evaluation

1.25.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.

1.25.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 1.14, to confirm that all requirements specified in Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.

1.25.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 1.23, it shall reject the Bid.

1.26 Conversion to Single Currency

1.26.1 To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to Indian Rupees at the selling exchange rate established by any bank in India as notified in the Newspapers on the date of bid opening in the case of single part bidding and the rates prevalent on the date of opening of the Price Bids in the case of two - part bidding. For this purpose, exchange rate notified in www.xe.com or www.rbi.org or any other website could also be used by the purchaser.

1.27 Evaluation and comparison of Bids

1.27.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

1.27.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined below. No other criteria or methodology shall be permitted.

1.27.3 The Bids shall be evaluated on the basis of final landing cost which shall be arrived as under:

For Goods manufactured in India.

- a. The price of the Goods quoted ex -works including all taxes already paid.
- b. GST and other taxes & duties like excise duty etc. which will be payable on the Goods if the contract is awarded.
- c. Charges for inland transportation, insurance and other local Services required for delivering the Goods the desired destination.
- d. The installation, commissioning and training charges including incidental Services, if any.

For Goods manufactured abroad

- a. The price of the Goods, quoted on EXW [duly packed] / FCA (named place of delivery abroad) or FOB (named port of shipment), as specified in the Bidding Documents.
- b. The charges for insurance and transportation of the Goods to the port/place of destination.
- c. The agency commission etc., if any.
- d. The installation, commissioning and training charges including incidental Services, if any.

1.27.4 The comparison between the indigenous and the foreign offers shall be made on FOB destination basis and CIF/ CIP basis respectively. However, the CIF/CIP prices quoted by any foreign Bidder shall be loaded further as under:

- a. Towards customs duty and other statutory levies as per applicable rates.
- b. Towards custom clearance, inland transportation etc.

1.27.5 In the case of Purchase of many items against one tender, which are not inter-dependent or, where compatibility is not a problem, normally the comparison would be made on ex works, (in case of indigenous items) and on FOB / FCA (in the case of imports) prices quoted by the firms for identifying the lowest quoting firm for each item.

1.27.6 Orders for imported stores need not necessarily be on FOB/FCA basis. Rather it can be on the basis of any of the INCOTERMS specified in ICC INCOTERMS 2010 as may be amended from time to time by the ICC

1.27.7 Wherever the price quoted on FOB/FCA and CIF/CIP basis are the same, the Contract would be made on CIF / CIP basis only.

1.27.8 The GCC and the SCC shall specify the mode of transport i.e whether by air/road/rail.

1.27.9 In case optional items are specified in the tendered specifications, the Purchaser reserves the right to buy or not to buy the optional items. In case the option is exercised to buy the optional items after Bid opening, then the cost of optional items would be included to ascertain the Lowest Evaluated Responsive Bid. In case, the option is exercised not to buy the optional items, then the cost of the optional items would not be included in ascertaining the Lowest Evaluated Responsive Bid.

NOTE: Bidders not quoting the optional items entail the risk of their offer being summarily ignored in the event of the Purchaser deciding to buy the optional items after Bid opening.

1.28 Comparison of Bids

The Purchaser shall compare all substantially responsive Bids to determine the lowest-evaluated responsive bid, in accordance with ITB Clause 1.27.

1.29 Contacting the Purchaser

Subject to ITB Clause 1.21, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

1.30 Post qualification

1.30.1 In the absence of pre - qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 1.13.

1.30.2 The determination will take into account the eligibility criteria listed in the Bidding Documents and will be based up on Examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.

1.30.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the bidder's bid.

F- Award of Contract

1.31 Negotiations

1.31.1 There shall not be any negotiation normally. Negotiations, if at all, shall be an exception and only in the case of items with limited source of supply. Negotiations shall be held with the lowest evaluated responsive Bidder. Counter offers tantamount to negotiations and shall be treated at par with negotiations in the case of one time purchases.

1.32 Award Criteria

1.32.1 Subject to ITB Clause 1.34 the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

1.33 Purchaser's right to vary Quantities at Time of Award

1.33.1 The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of Goods and Services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions. Further, at the discretion of the Purchaser, the quantities in the contract may be enhanced by 30% within the delivery period.

1.34 Purchaser's right to accept any Bid and to reject any or All Bids

1.34.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.

1.35 Notification of Award

1.35.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by cable or telex or fax or e-mail that the bid has been accepted and a separate Purchase Order shall follow through post.

1.35.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding contract.

1.35.3 Upon the successful bidder's furnishing of the signed contract form and performance security pursuant to ITB clause 1.38, the purchaser will promptly notify each unsuccessful bidder and will discharge its bid security

1.36 Signing of Contract

1.36.1 Promptly after notification, the Purchaser shall send the successful Bidder the Agreement/Purchase Order.

1.36.2 Within Fifteen (15) days of date of the Agreement / Purchase Order, the successful Bidder shall sign, date, and return it to the Purchaser.

1.37 Order Acknowledgement

1.37.1 The successful Bidder should submit Order Acknowledgement within 15 days from the date of issue of the Purchase Order, failing which it shall be presumed that the Supplier is not interested and his Bid Security is liable to be forfeited pursuant to clause 1.15.11 of ITB.

1.37.2 The Order Acknowledgement must be received within 15 days. However, the Purchaser has the powers to extend the time frame for submission of Order Acknowledgement and submission of Performance Security (PS). Even after extension of time, if the Order Acknowledgement /PS are not received, the contract shall be cancelled and limited tenders irrespective of the value shall be invited from the responding firms after

forfeiting the Bid Security of the defaulting firm, where applicable, provided there is no change in specifications. In such cases the defaulting firm shall not be considered again for re-tendering in the particular case.

1.38 Performance Security

1.38.1 Within 21 days of receipt of the notification of award/PO, the Supplier shall furnish Performance Security in the amount specified in SCC, valid till 60 days after the warranty period. Alternatively, the PS may also be submitted at the time of release of final payment in cases where part payment is made against delivery & part on installation. The PS, where applicable, shall be submitted in advance for orders where full payment is to be made on Letter of Credit (LC) or on delivery. In this case, submission of PS at the time of negotiation of documents through Bank would be stipulated as a condition in the LC and the BS should be kept valid till such time the PS is submitted.

1.38.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

1.38.3 The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India and denominated in the currency of the contract in the case of offers received for supply from foreign countries.

1.38.4 In the case of imports, the PS may be submitted either by the Principal or by the Indian agent and, in the case of purchases from indigenous sources, the PS may be submitted by either the Manufacturer or their authorized dealer/Bidder.

1.38.5 The Performance Security shall be in one of the following forms:

- a. A Bank Guarantee [BG] or Stand- by Letter of Credit [SLC] issued by a Nationalized/Scheduled bank located in India or a Foreign bank [i.e. a bank located outside India] with preferably its operating branch in India. The BG shall be issued in the form provided with the Bidding Documents. In case of Performance Security being furnished in the shape of Bank Guarantee or Stand - by Letter of Credit issued by any foreign bank, the said BG/SLC shall have to be confirmed. All confirmation and other bank charges in this respect shall be borne by the Supplier. Purchaser shall independently verify the authenticity of the BGs from the issuing / confirming / controlling banks. Or;
- b. Online payment in favour of the purchaser, or;
- c. A Fixed Deposit Receipt pledged in favour of the Purchaser.

1.38.6 The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in SCC, without levy of any interest.

1.38.7 In the event of any contract amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.

1.38.8 The Order Acknowledgement should be received within 15 days from the date of notification of award. However, the Purchaser has the powers to extend the time frame for submission of Order Acknowledgement and submission of Performance Security (PS). Even after extension of time, if the Order Acknowledgement /PS are not received, the contract shall be cancelled and limited tenders irrespective of the value would be invited from the responding firms after forfeiting the Bid Security of the defaulting firm, where applicable provided there is no change in specifications. In such cases the defaulting firm would not be considered again for re-tendering in the particular case.

CHAPTER- 2

CONDITIONS OF CONTRACT

A. GENERAL CONDITIONS OF CONTRACT (GCC)

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2.1 Definitions

2.1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments there to.
- (c) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments
- (d) "Day Means" calendar day
- (e) "Completion" means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) "GCC" means the General Conditions of Contract
- (g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (h) "Related Service", means the services incidental to the supply of the Goods, such as transportation, insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (i) "SCC" means the Special Conditions of Contract.
- (j) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (k) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (l) The "Institute" means CMTI, Central Manufacturing Technology Institute registered under the Societies Registration Act, 1860 of Govt. Of India having its registered office at Tumkur Road, Bangalore - 560022, Karnataka, India and the "Purchaser" also means the above Institute situated at the above address in India as specified in SCC.
- (m) "Final Destination", where applicable, means the place named in the SCC.

2.2. Contract Documents

Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

2.3 Fraud and Corruption

2.3.1 The Purchaser requires that Bidders, Suppliers, contractors and consultants, if any, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy,

- (a) The terms set forth below are defined as follows:
 - (i) "**Corrupt practice**" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - (ii) "**Fraudulent practice**" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
 - (iii) "**Collusive practice**" Means a scheme or arrangement between two or more

Bidders, with or without the knowledge of the Borrower, designed to establish bid prices at artificial, noncompetitive levels; and

(iv) “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their Property to influence their participation in the procurement process or affect the execution of a contract;

- (b) The Purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;

2.4 Joint Venture, Consortium or Association

2.4.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

2.5 Scope of Supply

2.5.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

2.6. Suppliers’ Responsibility

2.6.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with Scope of Supply Clause of the GCC, and the Delivery and Completion Schedule, as per GCC Clause relating to delivery and document.

2.7 Contract price

2.7.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.

2.8 Copyright

2.8.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including Suppliers of materials, the copyright in such materials shall remain vested in such third party

2.9 Application

2.9.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

2.10 Standards

2.10.1 The Goods supplied and Services rendered under this Contract shall conform to the standards mentioned in the Technical Specifications and Schedule of Requirements, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods’ country of origin and such standards shall be the latest issued by the concerned institution.

2.11 Use of Contract Documents and Information

2.11.1 The Supplier shall not, without the Purchaser’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample

or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

2.11.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated above except for purposes of performing the Contract.

2.11.3 Any document, other than the Contract itself, enumerated above shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

2.12 Patent Indemnity

2.12.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 2.12.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) The installation of the Goods by the Supplier or the use of the Goods in India; and
- (b) The sale in any country of the products produced by the Goods.

2.12.2 If any proceedings are brought or any claim is made against the Purchaser, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may as its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claims.

2.13 Performance Security

2.13.1 Within 21 days of receipt of the notification of award / PO, the Supplier shall furnish Performance Security in the amount specified in SCC, valid till 60 days after the warranty period. Alternatively, the PS may also be submitted at the time of release of final payment in cases where part payment is made against delivery & part on installation. The PS, where applicable, shall be submitted in advance for orders where full payment is to be made on Letter of Credit (LC) or on delivery. In this case, submission of PS at the time of negotiation of documents through Bank would be stipulated as a condition in the LC and the BS should be kept valid till such time the PS is submitted.

2.13.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

2.13.3 The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India and denominated in the currency of the contract in the case of offers received for supply from foreign countries.

2.13.4 In the case of imports, the PS may be submitted either by the principal or by the Indian agent and, in the case of purchases from indigenous sources, the PS may be submitted by either the Manufacturer or their authorized dealer/Bidder.

2.13.5 The Performance Security shall be in one of the following forms:

- (a) A Bank Guarantee [BG] or Stand - by Letter of Credit [SLC] issued by a Nationalized/Scheduled bank located in India or a Foreign bank with preferably its operating branch in India. The BG shall be issued in the form provided with the Bidding Documents. In case of Performance Security being furnished in the shape of Bank Guarantee or Stand - by Letter of Credit issued by any foreign bank, the said BG/SLC shall have to be confirmed by any nationalized bank of India. All confirmation and other bank charges in this respect shall be borne by the Supplier. Purchaser shall independently verify the authenticity of the BGs from the issuing / confirming / controlling banks. Or;
- (b) Online payment in favour of the Purchaser. Or;
- (c) A Fixed Deposit Receipt pledged in favour of the Purchaser.

2.13.6 The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in SCC, without levy of any interest.

2.13.7 In the event of any contract amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.

2.13.8 The order confirmation should be received within 15 days from the date of notification of award. However, the Purchaser has the powers to extend the time frame for submission of order confirmation and submission of Performance Security (PS). Even after extension of time, if the order confirmation /PS are not received, the contract shall be cancelled and limited tenders irrespective of the value would be invited from the responding firms after forfeiting the Bid Security of the defaulting firm, where applicable provided there is no change in specifications. In such cases the defaulting firm would not be considered again for re- tendering in the particular case.

2.14 Inspections and Tests

2.14.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC or as discussed and agreed to during the course of finalization of contract.

2.14.2 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. The Technical Specifications and SCC shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.

2.14.3 The inspections and tests may be conducted on the premises of the Supplier or its subcontract or(s), at the point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.

2.14.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or Manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

2.14.5 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the Goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

2.14.6 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at final destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

2.14.7 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

2.18.8 With a view to ensure that claims on insurance companies, if any, are lodged in time, the Bidders and /or the Indian agent shall be responsible for follow up with their principals for ascertaining the dispatch details and informing the same to the Purchaser and he shall also liaise with the Purchaser to ascertain the arrival of the consignment after clearance so that immediately thereafter in his presence the consignment could be opened and the insurance claim be lodged, if required, without any loss of time. Any delay on the part of the Bidder/ Indian Agent would be viewed seriously and he shall be directly responsible for any loss sustained by the Purchaser on the event of the delay.

2.15 Packing

2.15.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

2.15.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instruction ordered by the Purchaser.

2.16 Delivery and Documents

2.16.1 Delivery of the Goods and completion and related Services shall be made by the Supplier in accordance with the terms specified by the Purchaser in the contract. The details of shipping and/ or other documents to be furnished by the Supplier are specified in SCC.

2.16.2 The terms FOB, FCA, CIF, CIP etc. shall be governed by the rules prescribed in the current edition of the INCOTERMS published by the International Chambers of Commerce, Paris.

2.16.3 The mode of transportation shall be as specified in SCC.

2.17 Insurance

2.17.1 Should the Purchaser elect to buy on CIF/CIP basis, the Goods supplied under the Contract shall be fully insured in Indian Rupees against any loss or damage incidental to manufacture or acquisition, transportation, Storage and delivery in the manner specified in SCC.

2.17.2 Where delivery of the Goods is required by the Purchaser on CIF or CIP basis the Supplier shall arrange and pay for Cargo Insurance, naming the Purchaser as beneficiary

and initiate & pursue claims till settlement, on the event of any loss or damage.

2.17.3 Where delivery is on FOB or FCA basis, insurance would be the responsibility of the Purchaser.

2.17.4 With a view to ensure that claims on insurance companies, if any, are lodged in time, the Bidders and /or the Indian agent shall be responsible for follow up with their principals for ascertaining the dispatch details and informing the same to the Purchaser and he shall also liaise with the Purchaser to ascertain the arrival of the consignment after clearance so that immediately thereafter in his presence the consignment could be opened and the insurance claim be lodged, if required, without any loss of time. Any delay on the part of the Bidder/Indian Agent would be viewed seriously and he shall be directly responsible for any loss sustained by the Purchaser on the event of the delay.

2.18 Transportation

2.18.1 Where the Supplier is required under the Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the supplier, and the cost thereof shall be included in the Contract price.

2.18.2 Where the Supplier is required under the Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the Purchaser's country, as shall be specified in the Contract shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

2.18.3 In the case of supplies from within India, where the Supplier is required under the Contract to transport the Goods to a specified destination in India, defined as the Final Destination, transport to such destination, including insurance and storage, as specified in the Contract, shall be arranged by the Supplier, and the related costs shall be included in the Contract Price.

2.19 Incidental Services

2.19.1 The Supplier may be required to provide any or all of the Services, if any, specified in SCC.

2.20 Spare Parts

2.20.1 The Supplier shall be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) In the event of termination of production of the spare parts:
 - (i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.
- (c) In case of OEM Supplier companies merges, amalgamation, take over or bifurcation

etc., it is the responsibility of the Original Supplier to maintain the spare parts requirements for 10 years with the new Entity. Failing which Performance Security will be forfeited.

2.21 Warranty

2.21.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

2.21.2 The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India.

2.12.3 Unless otherwise specified in the SCC or technical specifications, the warranty shall remain valid as specified in the contract.

2.12.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

2.21.5 Upon receipt of such notice, the Supplier shall, within a reasonable period of time, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

2.21.6 If having been notified, the Supplier fails to remedy the defect within the reasonable period of time, the Purchaser expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

2.21.7 Goods requiring warranty replacements must be replaced on free of cost basis to the Purchaser at Purchaser site.

2.22 Terms of Payment

2.22.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as specified in the SCC.

2.22.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to Delivery and document Clause of the GCC and upon fulfillment of other obligations stipulated in the contract.

2.22.3 Payments shall be made promptly by the Purchaser within a reasonable time after submission of the invoice or claim by the Supplier.

2.22.4 Payment shall be made in currency as indicated in the contract.

2.23 Change Orders and Contract Amendments.

2.23.1 The Purchaser may at any time, by written order given to the Supplier pursuant to Clause on Notices of the GCC make changes within the general scope of the Contract in any one or more of the following:

- (a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) The method of shipping or packing;
- (c) The place of delivery; and/or
- (d) The Services to be provided by the Supplier.
- (e) The delivery schedule.

2.23.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within fifteen (15) days from the date of the Supplier's receipt of the Purchaser's change order.

2.23.3 No variation or modification in the terms of the contract shall be made except by written amendment signed by the parties.

2.24 Assignment

2.24.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

2.25 Sub contracts

2.25.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or duties or obligation under the Contract.

2.26 Extension of time

2.26.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser.

2.26.2 If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may, at its discretion, extend the suppliers time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.

2.26.3 Except as provided under the Force Majeure clause of the GCC, a delay by the Supplier in the performance of its delivery Obligations shall render the Supplier liable to the imposition of penalty pursuant to Penalty Clause of the GCC unless an extension of time is agreed upon pursuant to above clause without the application of penalty clause.

2.27 Penalty clause

2.27.1 Subject to GCC Clause on Force Majeure, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services or contract value for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the Percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause on Termination for Default. The SCC shall also indicate the basis for ascertaining the value on which the penalty shall be applicable.

2.28 Termination for Default

2.28.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part

(a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified

- in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause on Extension of Time; or
- (b) If the Supplier fails to perform any other obligation(s) under the Contract; or
 - (c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices as defined in GCC Clause on Fraud or Corruption in competing for or in executing the Contract.

2.28.2 In the event the Purchaser terminates the contract in whole or in part, he may take recourse to any one or more of the following action:

- (a) The Performance Security is to be forfeited;
- (b) The Purchaser may procure, upon such terms and in such manner as it deems appropriate, stores similar to those undelivered, and the Supplier shall be liable for all available actions against it in terms of the contract.
- (c) However, the Supplier shall continue to perform the contract to the extent not terminated.

2.29 Force Majeure

2.29.1 Notwithstanding the provisions of GCC Clauses relating to extension of time, penalty and Termination for Default the Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages 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.

2.29.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

2.29.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

2.29.4 If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of force majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussions on either side.

2.30 Termination for Insolvency

2.30.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

2.31 Termination for Convenience

2.31.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time. The notice of termination shall specify that termination is for the Purchaser’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

2.31.2 The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- (a) To have any portion completed and delivered at the Contract terms and prices
- (b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

2.32 Settlement of Disputes

2.32.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

2.32.2 If, after twenty - one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

2.32.3 The dispute settlement mechanism/arbitration proceedings shall be concluded as under:

- (a) In case of Dispute or difference arising between the Purchaser and a domestic Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re - enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director, Central Manufacturing Technology Institute and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.
- (b) In the case of a dispute between the Purchaser and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of sub - clause (a) above. But if this is not acceptable to the Supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

2.32.4 The venue of the arbitration shall be the place from where the purchase order or contract is issued.

2.32.5 Notwithstanding any reference to arbitration herein,

- (a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) The Purchaser shall pay the Supplier any monies due the Supplier.

2.33 Governing Language

The contract shall be written in English language which shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the English language only.

2.34 Applicable Law

The Contract shall be interpreted in accordance with the laws of the Union of India and

all disputes shall be subject to place of jurisdiction as specified in SCC.

2.35 Notices

2.35.1 Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by cable, telex, FAX, e-mail or and confirmed in writing to the other party's address specified in the SCC.

2.35.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

2.36 Taxes and Duties

2.36.1 For Goods manufactured outside India, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside India.

2.36.2 For Goods Manufactured within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred till its final manufacture/production.

2.36.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in India, the Purchaser shall make its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

2.37 Right to use Defective Goods

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the Goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such Goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the purchaser's operation.

2.38 Protection against Damage

The system shall not be prone to damage during power failures and trip outs. The normal voltage and frequency conditions available at site as under:

- a) Voltage 230 -V Single phase/ 415 V Three phase (+ 10%)
- b) Frequency 50 Hz.

2.39 Integrity Pact

The As per directive of CVC all organizations have to adopt an Integrity Pact (IP) to ensure transparency, equity and competitiveness in major Public procurement activities. The integrity Pact envisages an agreement between the prospective Bidders/Vendors with the buyer committing the persons/officials of both the parties with the aim not to exercise any corrupt influence on any aspect of the contract. Only these Bidders/Vendors who are willing to enter into such an Integrity Pact with the buyer i.e, CMTI would be competent to participate in the bidding.

B.SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 2.1(l)	The <i>Purchaser</i> is: CMTI - Central Manufacturing Technology Institute, Tumkur Road, Bangalore - 560022, Karnataka, India
GCC 2.1 (m)	The <i>Final Destination</i> is: CMTI - Central Manufacturing Technology Institute, Tumkur Road, Bangalore - 560022, Karnataka, India,
GCC 2.13.1	<i>Performance Security/ Performance Bank Guarantee</i> The amount of the Performance Security shall be 10% (Ten percent) of the contract value.
GCC 2.14.1	<p><i>Inspection and Acceptance Tests at Final Destination:</i></p> <p>The Inspection and Tests prior to shipment of Goods and at final acceptance are as follows:</p> <p>After the Goods are manufactured and assembled, Pre- Dispatch Inspection and testing of the Goods shall be carried out at the Supplier's plant by the Supplier, prior to shipment to check whether the goods are in conformity with the technical specifications. Manufacturer's Test Certificate with data sheet shall be issued to this effect and submitted along with the delivery documents. The purchaser reserves the options to be present at the Supplier's premises during such inspection and testing. The Technical Specifications shall specify whether any Pre- Dispatch inspection is required and the nature of such inspection.</p> <p>The Inspection and Acceptance Tests at Buyer's site (Final Destination) are as follows:</p> <p>The acceptance test will be conducted by the Purchaser, their consultant or other such person nominated by the Purchaser at its option after the equipment is installed at Purchaser's site in the presence of Supplier's representatives. The acceptance will involve trouble free operation. There shall not be any additional charges for carrying out acceptance test. No malfunction, partial or complete failure of any part of the equipment is expected to occur. The Supplier shall maintain necessary log in respect of the result of the test to establish to the entire satisfaction of the Purchaser, the successful completion of the test specified. In the event of the ordered item failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the Purchaser reserves the right to get the equipment replaced by the Supplier at no extra cost to the Purchaser. Successful conduct and conclusion of the acceptance test for the installed Goods and equipments shall also be the responsibility and at the cost of the Supplier. Before the Goods and equipments are taken over by the Purchaser, the Supplier shall supply operation and maintenance Manuals together with Drawings of the Goods and equipments built. These shall be in such details as will enable the Purchase to operate, maintain, adjust and repair all parts of the works as stated in the specifications. The Manuals and Drawings shall be in the ruling language (English) and in such form and numbers as stated in the Contract. Unless and otherwise agreed, the Goods and equipment shall not be considered to be completed for the purposes of taking over until such Manuals and Drawing have been supplied to the Purchaser. On successful completion of acceptability test, receipt of deliverables, etc. and after the Purchaser is satisfied with the working of the equipment, the acceptance certificate signed by the Supplier and the representative of the Purchaser will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the equipment.</p>

GCC 2.15.2	<p><i>Packing</i></p> <p>The marking and documentation within and outside the packages shall be:</p> <p>Each package should have a packing list within it detailing the part No.(s), description, quantity etc.</p> <p>Outside each package, the contract No., the name and address of the Purchaser and the final destination should be indicated on all sides and top.</p> <p>Each package should be marked as 1/x, 2/x, 3/xx/x, where “x” is the total no of packages contained in the consignment.</p> <p>All the sides and top of each package should carry an appropriate indication / label / stickers indicating the precautions to be taken while handling / storage</p>
GCC 2.16.1	<p><i>Shipping/Dispatch documents</i></p> <p>Details of Shipping and other Documents to be furnished by the Supplier are</p> <p><u>A. For Goods manufactured within India</u></p> <p>Within 24 hours of dispatch, the Supplier shall notify the Purchaser the complete details of dispatch and also supply following documents by registered post / speed post and copies thereof by FAX/E-mail.</p> <p>(a) Two copies of Supplier’s Invoice indicating, inter - alia description and specification of the Goods, quantity, unit price, total value;</p> <p>(b) Packing list;</p> <p>(c) Certificate of country of origin;</p> <p>(d) Insurance certificate, if required under the contract;</p> <p>(e) Railway receipt/Consignment note;</p> <p>(f) Manufacturer’s guarantee certificate and in- house inspection certificate;</p> <p>(g) Inspection Certificate issued by Purchaser’s inspector, if any and</p> <p>(h) Any other document(s) as and when required in terms of the contract.</p> <p>Note: 1. The nomenclature used for the item description in the invoices(s), packing list(s) and the delivery note(s) etc. Should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s)</p> <p>Note: 2. The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses</p> <p><u>B1 For Goods manufactured abroad</u></p> <p>Within 24 hours of dispatch, the Supplier shall notify the Purchaser the complete details of dispatch and also supply following documents by Registered Post/courier and copies thereof by FAX.</p> <p>(a) Two copies of Supplier’s Invoice giving full details of the Goods including quantity, value, etc.;</p> <p>(b) Packing list;</p> <p>(c) Certificate of country of origin issued by a local chamber of commerce;</p> <p>(d) Manufacturer’s guarantee and Inspection Certificate;</p> <p>(e) Inspection certificate issued by the Purchaser’s Inspector, if any;</p> <p>(f) Insurance Certificate, if required under the contract;</p> <p>(g) Name of the Vessel/Carrier</p> <p>(h) Port of Loading;</p>

	<p>(i) Date of Shipment;</p> <p>(j) Port of Discharge & expected date of arrival of Goods and</p> <p>(k) Any other document(s) as and when required in terms of the contract.</p> <p>Note: 1. The nomenclature used for the item description in the invoices(s), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s)</p> <p>Note: 2. The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses</p>
GCC 2.16.3	<p>Transportation/ Dispatch</p> <p>In case of supplies from within India, the mode of transportation shall be by Air/Rail/Road. In case of supplies from abroad, the mode of transportation shall be by Air. For supplies from abroad, Supplier shall ensure that the Goods are transported through the authorized freight forwarder of Purchaser, whose name and other contact details shall be made available to Supplier.</p> <p>Purchaser shall not accept dispatch / transportation of Goods through any other forwarder.</p> <p>Payment by L/C shall only be released against presentation of the House Air Way Bill issued by the authorized freight forwarder of Purchaser.</p>
GCC 2.17.1	<p>Insurance</p> <p>The Insurance shall be for an amount equal to the 110% of the CIF or CIP value of the contract from within “warehouse to warehouse (final destination)” on “ALL- RISKS basis including strikes, riots and civil commotion</p>
GCC 2.19.1	<p>Incidental Services</p> <p>The Incidental Services to be provided are:</p> <ol style="list-style-type: none"> 1. Pre- Dispatch Inspection. 2. Installation and Commissioning of Goods / Equipment. 3. Training on use/application. 4. Warranty Support [to be effective from the date of final acceptance at site , CMTI - Central Manufacturing Technology Institute, Tumkur Road, Bangalore, Karnataka, India-560022] <p>The Cost of the above incidental services shall be included in the Contract Price and a Price Break-up shall also be given</p>
GCC 2.21.3	<p>Warranty</p> <p>The period of validity of Warranty shall be effective from the date of acceptance of the Goods to the entire satisfaction of the Purchaser. The Warranty shall be Comprehensive in nature. The warranty period shall be for the period as stipulated in the Technical Specifications.</p>
GCC 2.22.1	<p>Payment</p> <p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><u>Payment for Goods supplied from abroad:</u></p> <p>Payment of foreign currency portion shall be made in the currency of the contract in the following manner:</p> <ol style="list-style-type: none"> 1. On Shipment: 80% (Eighty) percent of the Contract Price of the Goods shipped shall be paid through irrevocable letter of credit opened in favour of the Supplier in a bank in its country, upon submission of shipping documents specified in GCC Clause 2.16.1 2. On Acceptance: 20% (Twenty) percent of the Contract Price of Goods received shall be paid after successful installation & commissioning at CMTI upon submission of acceptance certificate. <p>The L/ C will be confirmed at the Suppliers cost, if requested specifically by the Supplier. All bank charges abroad shall be to the account of the beneficiary i.e. Supplier and all bank charges in India shall be to the account of the opener i.e. Purchaser. If L/C is requested to be extended/ reinstated for reasons not attributable to the Purchaser, the charges thereof would be to extended/ reinstated for reasons not attributable to the Purchaser; the charges thereof would be to the</p>

	<p>Suppliers' account. Payment of local currency portion shall be made in Indian Rupees within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed. The LC for 100% value of the contract shall be established after deducting the agency commission payable if any, to the Indian agent from the FOB/FCA/CIF value.</p> <p><u>[B] Payment for Goods and Services supplied from India:</u></p> <p>Payment for Goods and Services supplied from within India shall be made in Indian Rupees, as follows:</p> <p>On shipment: 80% (Eighty) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 2.16.1</p> <p>On Acceptance: The remaining 20% (Twenty) percent of the Contract value shall be paid to the Supplier upon submission of the acceptance certificate.</p>
GCC 2.27.1	<p>Liquidated Damages</p> <p>(i) The penalty shall be: [0.5%] Percent per week or part of a week towards late delivery and towards delay in installation and commissioning.</p> <p>The maximum amount of liquidated damages shall be: [10%] TEN Percent. The liquidated damages shall be levied on the delivered price of the delayed Goods or unperformed Services or contract value.</p>
GCC 2.34.1	The place of jurisdiction is BENGALURU [KARNATAKA]
GCC 2.35.1	<p>For notices, the Purchaser's address is:</p> <p>Attention: Group Head (Purchase & Stores)</p> <p>CMTI - Central Manufacturing Technology Institute, Tumkur Road, Bengaluru - 560022, Karnataka, India</p> <p>Email : purchase@cmti.res.in</p>

Additional conditions

1. The Tender is strictly on Item Rate basis.
2. Bidders are advised to visit the site at their cost, conduct survey of existing conditions so as to familiarize themselves with the site conditions, nature of works etc. and get all clarifications as may be necessary from CMTI before quoting the rates.
3. Quantities mentioned in the schedule of quantities may vary to any extent or may be deleted without assigning any reasons and as such, the rates quoted should be firm, workable, reasonable and should include all kinds of Taxes, Duties, Work Contract Tax, Octroi, GST etc. as applicable, overheads and profit etc. No separate charges for carriage or labor would be made. There is no question of extra payment above the quoted rate under any circumstance. In case of any variation in quantity or value, the same will not be made as a subject matter for dispute by the bidder.
4. No escalation shall be allowed on the rates of this contract.
5. The ISO11090-1-2014 specifications shall be followed as applicable and in the absence of the same the decision of CMTI shall be final. The work has to be carried out only by OEMs or principles who are possessing valid authorization from the OEMs.
6. The successful tenderer is bound to carry out any or all items of work necessary for the erection commissioning and testing of the machine even though such items are not included in the quantities and rates
7. The bidders should quote their rates strictly adhering to Terms and Conditions stipulated in the Tender Document. Unsolicited correspondence after opening of the Tender shall not be entertained.
8. No bidder will be allowed to withdraw his Tender during the validity period.
9. Rates should be filled in the Bidders Schedule of Quantity in the Price –Bid neatly and no correction shall be made. Corrections, if any should be duly authenticated by the signing authority. The rates quoted should be

written legibly in words and figures. If on check, differences are observed between the rates given by the Supplier in words and figures or in the amount worked out by him, the following procedure shall be followed.

a. When there is a difference between the rates in figures and in words, the rates, which corresponds to the amounts worked out by the Supplier shall be taken as correct.

b. When the amount of an item is not worked out by the Supplier or it does not correspond with the rate written either in figures or in words, then the rate quoted by the Supplier in words shall be taken as correct.

c. When the rates quoted by the Supplier in figures and in words tallies, but the amount is not worked out correctly, the rate quoted by the Supplier shall be taken as correct and not the amount.

10. No advance shall be paid towards mobilization and cost of materials.

11. No compensation shall be admissible for any loss suffered by the Supplier during the execution of the work. It shall be the Supplier's sole responsibility to protect CMTI's staff, his employees and property against accidents from any cause and he shall indemnify CMTI against any claims for damage for injury to person or property, resulting from any such accidents with necessary Insurance cover.

12. Any damages caused to the building / premises during the execution of the work shall be made good by the Supplier at his risk and cost and if necessary, through suitable Insurance cover.

13. The installation work is to be undertaken only during working days and during the office timings. The work cannot be undertaken on Saturday, Sunday and any declared holidays except with the written approval of the CMTI.

14. The Supplier has to make his own arrangement of stay for his employees outside the CMTI premises.

15. The Supplier shall use necessary safety equipment and maintain all safety measures during the execution of works and ensure compliance of Safety Code as per Rules and Regulations in force.

16. The Supplier shall engage necessary qualified and experienced supervisory staff at his cost during the execution of the work for attending to day to day affairs.

17. The Supplier should have necessary Contract License and comply with the Labor Laws as applicable.

18. Notwithstanding anything stated above, CMTI reserves the right to assess the bidder's capability and capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of CMTI.

19. The decision of CMTI in awarding the order shall be final and cannot be subjected to arbitration.

20. CMTI reserves the right to accept / negotiate / reject any Quotation either in whole or in part without assigning any reasons therefore whatsoever and without entering into any further correspondence and hence, CMTI shall be under no obligation to accept the lowest or any other Quotations received in response to this Quotation. The decision of CMTI in this regard shall be final and indisputable.

21. CMTI reserves the right of supersession of any of the conditions stipulated in the Quotation Document.

22. There will be other works being carried out by various Suppliers in the said office premises. Hence Care should be taken not to damage any other works and also to coordinate with the other work Suppliers.

26. Idle Labour Clause:

I. In case the proposed work is held up for any site conditions not attributable to the Supplier or for any decisions/ instructions/ want of details from CMTI or for any of the untoward situation, the Supplier shall be allowed reasonable extension of time by the CMTI but any additional/ extra claim for payment to idle labour/ tools/ establishment/ plant etc, during this period shall not be the liability of the CMTI. The quoted rates should include for all such contingencies.

II. Whatever the reasons be, no claim for idle labour, additional establishment, cost of labour charges of tools and plants would be entertained under any circumstances.

CHAPTER-3

SCHEDULE OF REQUIREMENTS

TO BE FILLED BY BIDDER AND ENCLOSED WITH THE TECHNO- COMMERCIAL BID

Brief Description of Goods and Services	Quantity
Supply, Installation, Testing and Commissioning of CNC die sinking machine with c- axis.at Main Workshop CMTI, Bangalore	As per Bill of quantity
Final Destination	CMTI - Central Manufacturing Technology Institute, Tumkur Road, Bangalore - 560022, Karnataka, India
Period of Delivery shall count from	< TO BE FILLED BY BIDDER>
Time period by which the goods shall be ready at manufacturer's site for pre-dispatch inspection	< TO BE FILLED BY BIDDER>
Delivery Period [Goods to be delivered in one lot at final destination CMTI - Central Manufacturing Technology Institute, Tumkur Road, Bangalore, Karnataka, India-560022]	< TO BE FILLED BY BIDDER>
Time frame required for conducting installation, commissioning of the Goods etc. after arrival of the Goods at Final destination	< TO BE FILLED BY BIDDER>

NOTE: The party has to offer their product/equipment strictly based on the specifications asked in the Bidding Documents.

CHAPTER- 4

PART-A

SPECIFICATIONS AND ALLIED TECHNICAL DETAILS

Supply, Installation, Testing and Commissioning of CNC Die Sinking machine with C-axis at Main Workshop CMTI, Bangalore

Note 1. These specifications are not meant to be exhaustive and prescribe the minimum acceptable standards. Where these do not cover certain items and aspects, the best engineering practice/CMTI engineer's instructions shall be followed.

Note 2. All codes and standards means the latest. Necessary I.S.O Codes are mentioned along with these specifications and all relevant codes with divisions published on date shall be applicable.

1. GENERAL

- 1.1 All the supply & work shall be in accordance with the relevant ISO Specifications, recognized standards, modern approved practice and shall meet the requirements of the latest issue of applicable codes, factory rules and regulations, supply codes.
- 1.2 **Purpose:** This CNC Die sinking machine is mainly intended for electrical discharge machining of prismatic and spiral or helical components
- 1.3 **Work Piece material :** Generally the material will be Alloy Steels, Carbon Steel and Cast Iron in ferrous metals ; Aluminium, Brass, Copper, Bronze etc. in Non Ferrous Metals, also special material like titanium alloys, Nickel alloys, and manganese alloys, Carbides, graphite and any electrically conductive material etc.

2. DETAILED TECHNICAL SPECIFICATIONS

Si No.	SPECIFICATIONS & Units	CMTI Requirements	Vendor Compliance	Vendor Specification
1	AXIS TRAVEL:			
1.1	X,Y,Z Travel (mm) :	X=350or more Y=250 or more, Z= 250 or more	Vendor to specify travel & Compliance	
1.2	X,Y Axes Speed (m/min)	3 or more	Vendor to specify Value & Compliance	
1.3	Z Axes Speed (m/min)	5 or more	Vendor to specify Value & Compliance	
1.4	Positioning resolution X,Y,Z (µm)	1 minimum	Vendor to specify Value & Compliance	
2	WORKING TANK:			
2.1	Work Tank Size (mm)	950x5250x350 or more	Vendor to specify size & Compliance	
2.2	Work Table Size (mm)	600 x 400 or more	Vendor to specify size & Compliance	
2.3	Distance from floor to table top(mm)	850 or higher	Vendor to specify Value & Compliance	
3	WORKPIECE & ELECTRODE:			

3.1	Max Work piece height: (mm)	250 or more	Vendor to specify size & Compliance	
3.2	Work Piece Weight: (kg) Minimum	200 or more	Vendor to specify Value & Compliance	
3.3	Max. Electrode Weight: (kg) Minimum	25 or more	Vendor to specify Weight & Compliance	
3.4	Minimum distance between table and electrode mounting chuck(mm)	170 or more	Vendor to specify Value & Compliance	
3.5	Maximum distance between table and electrode mounting chuck(mm)	420 or more	Vendor to specify Value & Compliance	
3.6	Bath level minimum	Less than 150mm	Vendor to specify Value & Compliance	
3.7	Bath level maximum	More than 300 mm	Vendor to specify Value & Compliance	
3.8	Fluid emission from spindle center	Essential	Compliance Yes/No	
4	Material Removal Rate :			
4.1	Copper to Steel (cubic mm/min) Minimum	150 or more	Vendor to specify Value & Compliance	
4.2	Graphite to Steel (cubic mm/min) Minimum	250 or more	Vendor to specify Value & Compliance	
4.3	Best achievable Surface Finish (micron Ra) for copper to steel combination	0.15 or better	Vendor to specify Value & Compliance	
4.4	Tool & Electrode Holder- Suitable Standard holding arrangement for Tool & Electrode to be provided	3R or Erowa MAKE Desirable	Vendor to specify Make& Compliance	
4.5	Spindle Nose- Standardized Spindle nose suitable to erowa or 3 R make electrode holders	Essential	Compliance Yes/No	
5	C-Axis Features:			
5.1	Rotation Speed Range (rpm)	0-35 or more	Vendor to specify Value & Compliance	
5.2	Positioning Resolution (degree)	0.001	Vendor to specify Value & Compliance	
6	Cutting Technology:			
6.1	Copper to Steel	Essential	Compliance Yes/No	
6.2	Copper to Aluminum	Essential	Compliance Yes/No	
6.3	Copper to Copper	Essential	Compliance Yes/No	
6.4	Copper to Carbide	Essential	Compliance Yes/No	
6.5	Copper to Titanium Alloy	Essential	Compliance Yes/No	
6.6	Graphite to Steel	Essential	Compliance Yes/No	
6.7	Graphite to Graphite	Essential	Compliance Yes/No	
6.8	Graphite to Carbide	Essential	Compliance Yes/No	

6.9	Graphite to Copper	Essential	Compliance Yes/No	
6.11	Graphite to Titanium Alloy	Essential	Compliance Yes/No	
6.12	Steel to Steel	Essential	Compliance Yes/No	
6.13	Tungsten copper to Titanium Alloy	Essential	Compliance Yes/No	
6.14	Tungsten copper to Copper	Essential	Compliance Yes/No	
6.15	Tungsten copper to Carbide	Essential	Compliance Yes/No	
6.16	Tungsten copper to Steel	Essential	Compliance Yes/No	
6.17	Tungsten copper to Tungsten copper	Essential	Compliance Yes/No	
7	Control Axes:	4 axis simultaneous control(X, Y, Z and C)	Compliance Yes/No	
7.1	Positional Accuracy :	0.005 mm / 200 mm in all axes or better	Compliance Yes/No	
7.2	Repeatability:	0.003 mm / 300 mm or better	Compliance Yes/No	
7.3	The machine accuracies are to qualified as per ISO 11090-1:2014, If the manufacturer follows any other standards such as VDI/DGQ, JIS, ASME/ANSI for these measurements, the values should be reported as per the respective standard.	Essential	Compliance Yes/No	
7.4	Note: Positional accuracy and repeatability values should be reported as per ISO 230-2 standard. If the manufacturer follows any other standards such as VDI/DGQ 3441, JIS, ASME/ANSI for these measurements, the values should be reported as per the respective standard.	Essential	Compliance Yes/No	
7.41	Accuracy Test(as per ISO 230-2-2014) : POSITIONING & REPEATABILITY ACCURACIES EQUIVALENT AS PER ISO: 230-2-2014 USING LASER INTERFEROMETER.		Compliance Yes/No	
7.42	Bidirectional Positioning accuracy for entire travel of X axis	≤0.015 mm	Vendor to specify & compliance	
7.43	Bidirectional Positioning accuracy for entire travel of Y axis	≤0.012 mm	Vendor to specify & compliance	
7.44	Bidirectional Positioning accuracy for entire travel of	≤0.025 mm	Vendor to specify & compliance	

	vertical axis(Z axis)			
7.47	Bidirectional Positioning accuracy for C-axis	≤15 Arc sec	Vendor to specify & compliance	
7.5	Feedback system			
7.5.1	Linear scales for linear axes(X,Y and Z axis)	Essential	Compliance Yes/No	
7.5.2	Rotary encoders for C- axis	Essential	Compliance Yes/No	
8	Power Supply Unit:			
8.1	Max. Working current:	80 A min.	Vendor to specify Compliance	
8.2	Power Supply:	3-phase, 400V or more AC, 50 Hz.	Vendor to specify Compliance	
8.3	Allowable variation in power supply	+/-10%	Vendor to specify Compliance	
9	Dielectric Unit			
9.1	Tank Capacity (min.)	Specify	Vendor to specify	
9.2	Filtration System	Specify	Vendor to specify details	
9.3	Dielectric Cooling	Specify	Vendor to specify details	
9.4	Dielectric specification	Specify	Vendor to specify	
9.5	Total dielectric requirement for machine	Specify	Vendor to specify	
10	CNC Controller:			
10.1	The CNC control system should be closed loop control type and should be latest version of OEM control with CAD/CAM software part programming and with below mentioned control features:	Essential	Vendor to specify Compliance	
10.2	CNC Machining Features :			
10.2.1	Vector based machining(in X,Y and Z directions)	Essential	Compliance Yes/No	
10.2.2	2d and 3d orbital machining	Essential	Compliance Yes/No	
10.2.3	Expand machining	Essential	Compliance Yes/No	
10.2.4	Contour machining	Essential	Compliance Yes/No	
10.2.5	Spherical machining	Essential	Compliance Yes/No	
10.2.6	Helical machining(for machining of Threads and Helical features)	Essential	Compliance Yes/No	
10.2.7	Diagonal machining	Essential	Compliance Yes/No	
10.2.8	Equidistant 3 axis gap machining	Essential	Compliance Yes/No	
10.2.9	Customizable geometry definition for orbital machining of unique shapes	Essential	Compliance Yes/No	
10.2.10	Cone machining	Essential	Compliance Yes/No	

10.3	Controller:			
10.3.1	Automatic repositioning after cycle interruption	Essential	Compliance Yes/No	
10.3.2	Background programming and simulation	Essential	Compliance Yes/No	
10.3.3	Auto power recovery	Essential	Compliance Yes/No	
10.3.4	Mirror image on X or Y axis	Essential	Compliance Yes/No	
10.3.5	Programmer manipulation like move, rotation, copy etc.	Essential	Compliance Yes/No	
10.3.6	Pitch error & backlash compensation	Essential	Compliance Yes/No	
10.3.7	Menu driven dialogue box	Essential	Compliance Yes/No	
10.3.8	Self-diagnostics	Essential	Compliance Yes/No	
10.3.9	Display of electrode path during machining	Essential	Compliance Yes/No	
10.3.10	Auto edge find and centre find feature (Inner and Outer)	Essential	Compliance Yes/No	
10.3.11	Definable erosion axis	Essential	Compliance Yes/No	
10.3.12	Programmable auto flushing	Essential	Compliance Yes/No	
10.3.13	Facility for Dry Run	Essential	Compliance Yes/No	
10.3.14	Data Input / Output : USB 3.0/USB 2.0/Key Board / Mouse/ RS232C/ LAN Port	Essential – relevant types in the machine to be mentioned	Compliance Yes/No	
10.3.15				
11	Accessories:			
11.1	Automatic Voltage Regulator	Optional	Vendor to quote for item and necessary spec of the voltage regulator to be mentioned for machine operation	
11.2	Ultra Isolation Transformer	Optional	Vendor to quote for item and necessary spec of the ultra-isolation transformer to be mentioned for machine operation	
11.3	Dielectric cooling device (Chiller)	Essential	Compliance Yes/No	
11.4	X & Y Axis Glass Scale	Essential	Compliance Yes/No	
11.5	Auto Vertical Alignment jig/Master gauge suitable for c-axis	Essential	Compliance Yes/No	
11.6	Standard tool kit (Hand Tools)	Essential	Compliance Yes/No	
11.7	Quick setup Work holding fixture for rectangular and round jobs	Optional	Vendor to quote for item	

11.8	CF card reader/USB option for data backup/data transfer	Essential	Compliance Yes/No	
11.9	All other Standard accessories necessary for the operation of the machine	Essential	Compliance Yes/No	
11.10	Offline programming software	Optional	Vendor to quote for item	
12	TECHNICAL DOCUMENTION (All technical documentation to be in ENGLISH Language)	Essential, Two sets of hardcopy in English language and one set of soft copy in English language (One CD/DVD/pen-drive) of the documents shall be provided.	Compliance Yes/No	
12.1	Complete Technical specifications of the machine	Essential	Compliance Yes/No	
12.2	Machine operation manual	Essential	Compliance Yes/No	
12.3	Programming manual	Essential	Compliance Yes/No	
12.4	EDM machining technology manuals	Essential	Compliance Yes/No	
12.5	Maintenance and spare parts manual for hydraulic, mechanical, electric servos and control systems manual	Essential	Compliance Yes/No	
12.6	Electronic and electrical circuit diagrams	Essential	Compliance Yes/No	
12.7	Machine test charts	Essential	Compliance Yes/No	
12.8	Check list, troubleshooting charts and guidelines manual	Essential	Compliance Yes/No	
12.9	Machine installation drawings and instructions manual	Essential	Compliance Yes/No	
12.11	Drives Manual, PLC manuals, PLC data. Inputs and outputs configuration details and their traceability & PLC Reading, Editing, Debugging, Downloading and uploading feature, alarms and remedies	Essential	Compliance Yes/No	
12.12	Backup of the machine software in USB drive	Essential	Compliance Yes/No	
13	SAFETY FEATURES			
13.1	The machine should be provided with all safety features to protect all parts of the machine as well as	Essential	Compliance Yes/No	

	ensure safety of operator.			
13.2	Safety interlocks for dielectric level and temperature	Essential	Compliance Yes/No	
13.3	Machine shall be provided with adequate guarding and doors	Essential	Compliance Yes/No	
13.4	Collision protection with warning message.	Essential	Compliance Yes/No	
13.5	Automatic machine shutoff in case of lubrication failure with warning message	Essential	Compliance Yes/No	
13.6	Over travel limit for all axes with pop up message.	Essential	Compliance Yes/No	
13.7	Emergency Stop Switch	Essential	Compliance Yes/No	
13.8	Automatic extinguisher feature	Essential	Compliance Yes/No	
14	SERVICE SUPPORT			
14.1	The bidder should have sales and service office in India and should be capable of attending within 2 working days and resolving the problem within 10 working days (depending on the complexity of the problem) from the date of intimation. The intimation of the problem shall be through E-Mail/ Phone/ Fax.	Essential	Compliance Yes/No	
14.2	Full service support of Machine shall be available for at least 10(Ten) years from the date of commissioning of the machine.	Essential	Compliance Yes/No	
14.3	Spare support of all mechanical, electronic, electrical parts, etc., shall be available at least for 10 years from the date of commissioning of the machine at site.	Essential	Compliance Yes/No	
14.4	Vendor to provide the details of Service Providers with contact address and phone numbers.	Essential	Compliance Yes/No	
15	Warranty			

15.1	Warranty for Machine & its Accessories to be provided for 12 months from the date of acceptance of the machine at CMTI. In case the equipment or system remains non-operational for more than 30 days then the warranty period will be extended for the equivalent period for which the equipment or system remained non-operational. Warranty extension in such case shall be done without prejudice too any other terms and conditions of the contract. During the warranty period, the vendor shall replace defective items/parts of the machine and CNC controller as a whole depending on degree of defect noted, free of cost.	Essential	Compliance Yes/No	
16	Erection & Commissioning			
16.1	Vendor to take full responsibility for carrying out the erection, start up, testing of machine, it's control system & all types of other supplied equipment, machining of test pieces. Service requirement like power, air, and water will be provided by CMTI.	Essential	Compliance Yes/No	
17	Tools for Erection	Essential	Compliance Yes/No	
17.1	Tools and Equipment required for erection of the machine shall be brought by the vendor	Essential	Compliance Yes/No	
17.2	Test Mandrel for checking Spindle run-out & alignment for installation to be arranged by vendor	Essential	Compliance Yes/No	
17.3	Pneumatic connection details & conditions of air supply	Specify	Vendor to specify	

Annexure-II: Acceptance Criteria				
1	Should meet all the technical specifications mentioned in Annexure-I and Annexure-II. Please mention the testing method for each line of specifications mentioned in serial no.2 in Annexure-1.	Essential	Compliance Yes/No	
2	Installation & Commissioning Site: CMTI, Bangalore	Essential	Compliance Yes/No	
3	Training: Five days training at CMTI premises, after commissioning of the machine, will have to be delivered by the Engineers of the supplier. Training should include operation, maintenance and programming, safety aspects free of cost. The training should also include training on suppliers CAM software.	Essential	Compliance Yes/No	
4	Pre Dispatch Inspection:			
4.1	A pre-dispatch inspection shall be carried out at vendor's premises for a period of 2-3 working days unless explicitly exempted/waived by written intimation.	Essential	Compliance Yes/No	
4.2	Two Personnel will be deputed for the pre-shipment inspection from CMTI, Bangalore. All component functions will be tested and approved at supplier's premises during PDI by CMTI, any subsequent modifications if required shall be executed free of cost. Dispatch is subject to approval by CMTI engineers after PDI and modifications, if any.	Essential	Compliance Yes/No	
4.3	All the systems functions will be tested and demonstrated to the satisfaction of CMTI, Bangalore as per the technical specification in the tender document. The	Essential	Compliance Yes/No	

	vendor to provide test chart for machine accuracies and same to be demonstrated during the time of commissioning.			
4.4	Verification of all documentation including operation & maintenance manual, as built- technical drawings, QA etc.	Essential	Compliance Yes/No	
4.5	All the inspection charges like Airfare, lodging and Boarding will be borne by the Purchaser. However, the vendor shall extend all the required assistance and testing facilities. The vendor shall notify the readiness of stores at least 15 days prior to delivery schedule.	Essential	Compliance Yes/No	
5	Installation, Commissioning and Factory Acceptance test (FAT):			
5.1	Installation and commissioning to be carried out by the supplier at CMTI site for free of cost	Essential	Compliance Yes/No	
5.2	Upon completion of installation & commissioning work at the purchaser premise, the supplier has to again test and prove the machine as per the FAT test requirement. Purchaser will run the machine in presence of supplier's staff to check for the performance of machine as per the scope of supply. The vendor to provide test chart for machine accuracies and same to be demonstrated during the time of commissioning.	Essential	Compliance Yes/No	
5.3	The Supplier shall arrange all the necessary material handling equipments Crane/forklift and manpower for installation of the machine at the designated site at CMTI at no cost to CMTI	Essential	Compliance Yes/No	
5.4	The foundation work(Civil work/electrical power	Essential	Compliance Yes/No	

	supply)if any, shall be carried out by CMTII as per the drawing provided by the supplier			
5.5	Any Portable equipment, if not available with the customer/ not ordered by the customer, may have to be arranged by the supplier for proving the Acceptance Criteria	Essential	Compliance Yes/No	
5.6	To conform to All functionality checks as laid out in the Detailed Specification	Essential	Compliance Yes/No	
5.7	To conform to All Geometrical Accuracy checks as per ISO 11090:2014 for Die sinker-EDM machine	Essential	Compliance Yes/No	
5.8	To conform to Positional Accuracy Checks as per ISO-230-2 as laid out in the Detailed Specification	Essential	Compliance Yes/No	
5.9	To conform to Ball Bar Circular test as given in the Detailed Specification	Essential	Compliance Yes/No	
5.11	The Machine should be able to demonstrate Test Piece Component machining and Accuracies thereof as per ISO 11090 for Die sinker EDM machine	Essential	Compliance Yes/No	

PART-B
QUALIFYING CRITERIA

BID QUALIFICATION CRITERIA FOR SUPPLY OF CNC DIE SINKING MACHINE WITH C- AXIS.

Bidders who are qualifying/meeting following Technical and Financial capabilities are eligible to participate in the bid for supply of CNC. Bidder shall furnish all the requirements asked in these criteria with documentary proof and submit along with quotation. Bids of the parties which are not meeting the following criteria will not be considered for evaluation and will be rejected without seeking any further clarifications.

I. Technical Qualification Requirements:

The bidder should meet the following technical qualifying requirements and shall submit relevant certificates to establish his credentials.

1. The Bidder should be an organization with experience in having executed contracts for design, engineering, manufacture, supply, erection, testing and commissioning of CNC Die Sinking machine with C-axis
2. Generator max current of the pulse generator to be at least 80A to ensure high quality finish machining of Carbide material in the supplied machine.
3. The firm should have successfully completed Design, Manufacture, Installation, Testing and Commissioning of such CNC Die Sinking machine with C-axis during last 5 years. Bidders have to provide details of installations with contact details.
4. The Machine to be a proven product of Bidder and is not a first time development. The Machine is preferably a Catalogue product of the Bidder.
5. Vendor to submit Laser Positioning accuracy report, Geometrical test report and Ball bar test report of the already supplied in operation machine of similar /higher capacity along with this Bid.
6. The Bidder should comply with Laser Position Accuracy requirement as per Surface finish for machining of steel with copper electrode with job of 50mm machining height to be 0.15Ra or better.
7. The Geometrical accuracy tests, Laser Positioning Tests and Ball bar test are to be conducted in an ambient temperature with deviation of +/- 2° C.

II. Financial Qualification Requirements:

The bidder should also meet the following financial qualification requirements:

1. The Bidder should provide company's Balance Sheet, profit & loss account statement of previous two years along with the bid.
2. Bidder should possess a current solvency certificate for an amount not less than 2crore

III. The following documents shall be submitted along with the application for prequalification of Bid:

1. Firm establishment certificate and nature of work (for Sln0.1).
2. Detail of work of similar type completed during the last 5 years.
3. Make & Model of the Machine
4. Month & Year of Commissioning
5. Application for which M/c is used
6. Machine Details
7. Work area size, Maximum job weight
8. Test chart of m/c accuracy (Essential), Laser Positioning accuracy report, Geometrical test report, Ball bar test report.

IV. Bid Selection Procedure and Process of BID Qualification

Step - 1: Short listing based on documents submitted, satisfying the all eligibility criteria given above by the firm or individual along with their Bid / application. (Non- submission of any document as given in above list within stipulated time leads to rejection of Bid)

Step - 2: Subsequently Bidder's competency, their technical achievements and financial status will be evaluated suitable for his project. Feedbacks from Bidder's clients will be verified.

Step - 3: If required, Visit will be made to their factory/ firm by technical team (CMTI or third party) for accessing the capability of manufacturer.

Step - 4: Mean while technical Bids will be opened and scrutinized for meeting all technical specification and supply conditions.

CMTI reserves right to verify the information / data furnished by Bidder. If the same is found as fault or with any deviation the bid will be rejected.

Only those Bidders who are found suitable & meeting all the above qualification Criteria/requirements will qualify for opening the Price Bids for evaluation.

IMPORTANT NOTE

	Requirements	Supplier Comments
1.	Supplier should duly submit the layout drawings, technical specifications and other relevant documents along with the bid	
2.	ISO Certified Vendors should only participate in bid with relevant documents	
3.	Delivery Schedule: 6-8 months from date of Purchase Order	
4.	Bidder shall furnish all the above details fully and explicitly.	
5.	Please note that the "BID" without above mentioned the documents/information in support of the eligibility criteria will be summarily rejected	
6.	Vendor may clarify any technical doubts or issues before quote	

Chapter-5

TENTATIVE BILL OF QUANTITIES COMPLY LIST

a. Essential items

<u>Si No</u>	<u>Description of Item</u>	<u>Qty</u>	<u>Remarks</u>
1	Supply of Die Sinking EDM with c-axis as per detailed technical specifications in chapter -4 with dielectric filtration circuit, dielectric chiller unit inclusive of first time supply of filters , dielectric oil, lubrication oils and other consumable items required for operation of machine.	1 no	
2	Tool & Electrode Holder- Suitable Standard holding arrangement for Tool & Electrode to be provided 3R or Erowa make compatible with c- axis	1 no	
3.	Glass scales for X,Y and Z axis	1 set	
4.	Fire detection and auto extinguisher feature	1 no.	
5.	Operation, technology and maintenance manuals in simple English	2 nos.	
6.	Standard tools and toolbox for machine operation and maintenance	1 set	

All other standard supply items to be mentioned in the quote by the vendor

b. Optional items

Si No	Description of Item	Qty	Remarks
1	Work holding and setup fixtures for prismatic and cylindrical work pieces	1 set	
2	Ultra isolation transformer	1 no	
3.	Automatic voltage regulator	1 set	
4.	Offline programming software	1 no.	
5.	Touch probe for measurement and setup.	1 nos.	

CHAPTER-6
CONTRACT FORM

Contract No. _____ Date: _____

THIS CONTRACT AGREEMENT is made
the [] day of [] month of, [] year

BETWEEN

The Central Manufacturing Technology Institute (CMTI), a registered Government of India Society under the administrative control of the Ministry of Heavy Industry and Public Enterprises, Government of India having its registered office at Tumkur Road, Bangalore - 560022, Karnataka, India represented by _____ [Insert complete name and address of Purchaser (hereinafter called “the Purchaser”), and

[Insert name of Supplier], a corporation incorporated under the laws of [insert: country of Supplier] and having its principal place of business at [insert: address of Supplier] (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited Bids for certain Goods and ancillary Services, viz., [insert brief description of Goods and Services] and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of [insert Contract Price in words and figures, expressed in the Contract currency (ies)] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Special Conditions of Contract
 - (c) General Conditions of Contract
 - (d) Technical Requirements (including Schedule of Requirements and Technical specifications)
 - (e) The Supplier’s Bid and original Price Schedules
 - (f) The Purchaser’s Notification of Award
 - (g) [Add here any other document(s)]
- 3 This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
- 4 In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 5 The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner

Prescribed by the Contract.

IN WITNESS where of the parties here to have caused this Agreement to be executed in accordance

with the laws of Union of India on the day, month and year indicated above.

For and on behalf of the Central Manufacturing Technology
Institute Signed: [insert signature]

In the capacity of [insert title or other appropriate designation] in the
presence of [insert identification of official witness]

Signed: [insert signature]

In the capacity of [insert title or other appropriate designation] in the
presence of [insert identification of official witness]

For and on behalf of the Supplier

Signed: [insert signature of authorized representative(s) of the Supplier] in the capacity of [insert title or
other appropriate designation] in the presence of [insert identification of official witness]

CHAPTER -7
OTHER STANDARD FORM

Table of Contents

SL. No.	Name
1.	Bidder Information form
2.	Manufacturing Authorization form
3.	Bid Security Form
4.	Performance Statement Form
5.	Indemnity bond
6.	Service support detail form
7.	Bid form
8.	Performance Security Form
9.	Acceptance certificate form
10.	Eligibility certificate form
11.	Non Black-listed Self certificate form
12.	Integrity Pact

BIDDER'S INFORMATION FORM

- a) [The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted. This should be done of the letter head of the firm]

Date: [insert date (as day, month and year) of Bid Submission] Tender No.: [insert number from Invitation for Bids]

Page 1 of _____ pages

1. Bidder's Legal Name [insert Bidder's legal name]
2. In case of JV, legal name of each party: [insert legal name of each party in JV]
3. Bidder's actual or intended Country of Registration: [insert actual or intended Country of Registration]
4. Bidder's Year of Registration: [insert Bidder's year of registration]
5. Bidder's Legal Address in Country of Registration: [insert Bidder's legal address in country of registration]
6. Bidder's Authorized Representative Information Name: [insert Authorized Representative's name] Address: [insert Authorized Representative's Address] Telephone/Fax numbers: [insert Authorized Representative's telephone/fax numbers] Email Address: [insert Authorized Representative's email address]
7. Attached are copies of original documents of: [check the box(es) of the attached original documents] Articles of Incorporation or Registration of firm named in 1, above.

Signature of Bidder _____ Name _____

Business Address

MANUFACTURERS' AUTHORIZATION FORM

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.

Date: [insert date (as day, month and year) of Bid Submission] Tender No.: [insert number from Invitation for Bids]

To: [insert complete name and address of Purchaser]

WHEREAS

We [insert complete name of Manufacturer], who are official Manufacturers of [insert type of Goods manufactured], having factories at [insert full address of Manufacturer's factories], do hereby authorize [insert complete name of Bidder] to submit a bid the purpose of which is to provide the following Goods, manufactured by us [insert name and or brief description of the Goods], and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 2.21 of the General conditions of Contract, with respect to the Goods offered by the above firm.

Signed: [insert signature(s) of authorized representative(s) of the Manufacturer]

Name: [insert complete name(s) of authorized representative(s) of the Manufacturer]

Title: [insert title]

Duly authorized to sign this Authorization on behalf of: [insert complete name of Bidder]

Dated on _____ day of _____, _____ [insert date of signing]

BID SECURITY FORM

Whereas (“hereinafter called the tenderer”)
has submitted their offer dated _____ for the supply of
 (“Hereinafter called the tenderer”)

Against the Purchaser's tender enquiry no. _____ Know all men by these
Presents that we _____ of _____ 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) If the tenderer fails to furnish the Performance Security for the due Performance of the contract.
 - (b) Fails or refuses to accept/execute the contract.

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 or conditions.

This guarantee will remain in force up to and including 45 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

PERFORMANCE STATEMENT FORM (For a Period of last 3 years)

Name of the Firm: _____

Order placed by (full address of purchaser)	Order No and date	Description and quantity of ordered equipment	Value of order	Date of completion of delivery as per contract	Date of actual completion of delivery	Remarks indicating reasons for late delivery, if any	Has the equipment been installed Satisfactory? (Attach a certificate from the purchaser/consignee)	Contact person along with telephone No: Fax No: And e-mail address

Signature and Seal of the Manufacturer/Bidder _____

Place:

Date

INDEMNITY BOND

(On Rs. 100/- Stamp Paper)

KNOW all men by these present that I,of

Shriexecute

M/s..... do hereby

Indemnity Bond in favour of Central Manufacturing Technology Institute, having their Registered Office at Tumkur Road, Bengaluru-560022 on this.....day..... of 2023.

Whereas CMTI have appointed M/s.....as the Contractor for their work relating to “Supply, Installation, Testing and Commissioning of 4T EOT Double Girder Crane”

THIS DEED WITNESSETH AS FOLLOWS:-

I/We M/s.....hereby do Indemnify, and same

Harmless CMTI against and from

1. Any third party claims, civil or criminal complaints liabilities, site mishaps and other accidents or disputes and/or damages occurring or arising out of any mishaps at the site due to faulty work, negligence, faulty construction and/or for violating any law, rules and regulations in force, for the time being while executing/executed works by me/us,
2. Any damages, loss or expenses due to or resulting from negligence or breach of duty on the part of me/us or any sub-contractor/s if any, servants or agents.
3. Any claim by an employee of mine/ours or of sub-contractor/s, if any, under the Workmen Compensation Act and Liability Act, 1939 or any other law, rules and regulations in force for the time being and any Acts replacing and/or amend the same or any of the same as may be in force at the time and under any law in respect of injuries to persons or property arising out of and in the course of the execution of the contract work and/or arising out of and in the course of employment of any workmen/employee.
4. Any act or omission of mine/ours of sub-contractor/s if any, our/their servants or agents which may involve any loss, damage liability, civil or criminal action.

IN WITNESS WHEREOF THE M/s..... has set

His / their hands on this day of 2023.

SIGNED AND DELIVERED BY THE AFORESAID

M/s IN THE PRESENCE OF WITNESS:

(1)

(2)

SERVICE SUPPORT DETAIL FORM

Sl. No.	Nature of training imparted	List of similar type of equipments serviced in the past 3 years	Address, Telephone No's , Fax No's, and Email address

Signature and seal of the Manufacturer/Bidder: _____

Place:

Date:

BID FORM

[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: [insert date (as day, month and year) of Bid Submission]
Tender No.: [insert number from Invitation for Bids]
Invitation for Bid No.: [insert No of IFB]

To: [insert complete name of Purchaser]

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: [insert the number and issuing date of each Addenda];
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules Specified in the Schedule of requirements the following Goods and Related Services [insert a brief description of the Goods and Related Services];
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: [insert the total bid price in words and figures, indicating the various amounts and the respective currencies];
- (d) The discounts offered and the methodologies for their application are:
Discounts. If our bid is accepted, the following discounts shall apply. [Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]
- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 1.16.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a Performance Security in accordance with ITB Clause 1.38 and GCC Clause 2.13 for the due performance of the Contract;
- (g) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: [insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate "none.")

- (h) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: [insert signature of person whose name and capacity are shown]
In the capacity of [insert legal capacity of person signing the Bid Submission Form]

Name: [insert complete name of person signing the Bid Submission Form]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on _____ day of _____

_____ [Insert date of signing]

PERFORMANCE SECURITY FORM

To: _____ (Name of Purchaser)

WHERE AS..... (Name of Supplier) hereinafter called "the Supplier" has under taken, in pursuance of Contract No dated, 20 _____ to supply (Description of Goods and Services) hereinafter called "the order".

AND WHEREAS it has been stipulated by you in the said order that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the order

AND WHEREAS we have agreed to give the Supplier a Guarantee:

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 order and without cavil or argument, any sum or sums within the limit 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.

This guarantee is valid until theday of..... 23.

Signature and Seal of Guarantors

.....
.....
.....

Date 23

Address:

.....
.....

All correspondence with reference to this guarantee shall be made at the following address:

(Name & address of the Purchaser)

ACCEPTANCE CERTIFICATE FORM

No.

Dated:

M/s

Sub: Certificate of commissioning of equipment

1. This is to certify that the equipment as detailed below has/have been received in good condition along with all the Standard and special accessories (subject to remarks in Para
2. The same has been installed and commissioned.
 - (a) Contract No. _____ Date _____
 - (b) Description of the equipment _____
 - (c) Name of the consignee _____
 - (d) Scheduled date of delivery of the consignment to the Institute _____
 - (e) Actual date of receipt of consignment by the Institute _____
 - (f) _____ Scheduled date for completion of installation/commissioning _____
 - (g) Actual date of completion of installation/commissioning _____
 - (h) Penalty for late delivery Rs. _____
 - (i) Penalty for late installation at Institute Rs. _____
3. Details of accessories/items not yet supplied and recoveries to be made on that account: SI. No. Description Amount to berecovered
4. The acceptance test has been done to our entire satisfaction. The Supplier has fulfilled his contractual obligations satisfactorily or The Supplier has failed to fulfill his contractual obligations with regard to the following:
 - (a) _____
 - (b) _____
 - (c) _____
 - (d) _____

The amount of recovery on account of failure of the Supplier to meet his contractual obligations is as indicated above.

For supplier signature _____ Name _____ Designation _____ Name of Firm _____ Date _____

For purchase signature _____ Name _____ Designation _____ Name of the Institute _____ Date _____

ELIGIBILITY CERTIFICATE FORM

[To be provided on the letterhead of the Bidder and should be signed by a person with the proper authority to sign documents that are binding on the Bidder]

This is to certify that we are not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting Services for the preparation of the design, specifications, and other documents to be used for the procurement of the Goods to be purchased under this Invitation of Bids /Tender No.

_____ Dated _____

Authorized Signatory

Name: _____

Designation: _____

NON-BLACK LISTED SELF CERTIFICATION FORM

[To be provided on the letterhead of the Bidder and should be signed by a person with the proper authority to sign documents that are binding on the Bidder]

This is to certify that M/s. _____ [Name of Bidder] has not been blacklisted by any Indian Central / State Government Department / any other Purchasing authority /organization in last 3 years.

Authorized Signatory

Name: _____

Designation: _____

INTEGRITY PACT

Tender Ref. No.& Date:.....

1. This Integrity pact Agreement is made at..... on this.....day of.....20..... BETWEEN **Central Manufacturing Technology Institute (CMTI)** represented by its **Purchase Officer/ Executive Engineering Services/ Chief Administrative Officer**, Hereinafter referred as the Buyer/ Owner, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns) AND **M/s** hereinafter referred to as the (Details of duly authorized signatory) **"Bidder/Contractor"** and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

2. Preamble

WHEREAS the Owner/ Buyer has floated the Tender under organizational procedures (hereinafter referred to as "Tender/Bid") and intends to procure/ award contract for..... hereinafter referred to as the Goods/ Services/ works/ Contract. AND WHEREAS the Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s). AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties. NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

3. **Commitment of the Buyer/ Owner**

3.1 The Buyer/ Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a. No employee of the Buyer/ Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Buyer/ Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Buyer/ Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
- c. The Buyer/ Owner shall endeavour to exclude from the Tender process all known prejudiced persons or any person, whose conduct in the past has been of biased nature.

3.2 If the Buyer/ Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or if there be a substantive suspicion in this regard, the Buyer/ Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

4. **Commitment of the Bidder(s)/ seller(s)/ Contractor(s)**

4.1 It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to CMTI all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

4.2 The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution.

- a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Buyer/ Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act Indian Legislation, Prevention of Corruption Act 1988 as amended from time to time. Further the Bidder(s)/ Contractor(s) will not use improperly, for the purpose of competition or personal gain, or pass on to others, any information or documents provided by the Buyer/ Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign principals/ agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
 - f. The Bidder(s)/Contractor(s) have not sold and will not sell the same material/equipment at prices lower than the bid price.
- 4.3 The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4.4 The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice (means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of CMTI's t interests).
- 4.5 The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).
- 4.6 The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.
- a. The Buyer/ Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
 - b. The Buyer/ Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Buyer/ Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

5. Previous Transgression

- a. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or

any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

- b. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Buyer/ Owner.
- c. If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Buyer/ Owner may, at its own discretion, revoke the exclusion prematurely.

6. Consequences of Breach

Without prejudice to any rights that may be available to the Buyer/ Owner under law or the Contract or its established policies and laid down procedures, the Buyer/ Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Buyer/ Owner's absolute right:

- a. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Clause 4 & Clause 5 above, or in any other form such as to put his reliability or credibility in question, the Buyer/ Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Buyer/ Owner. Such exclusion may be forever or for a limited period as decided by the Buyer/ Owner.
- b. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Buyer/ Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- c. Criminal Liability: If the Buyer/ Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Buyer/ Owner has substantive suspicion in this regard, the Buyer/ Owner will inform the same to law enforcing agencies for further investigation.

7. Compensation for Damages

- a. If the Buyer/ Owner has disqualified the Bidder(s) / Seller(s) from the tender process prior to the award according to Clause 8, the Buyer/ Owner is entitled to demand and recover the damages equivalent to Earnest Money Deposit in case of open tendering.
- b. If the Buyer/ Owner has terminated the contract according to Clause 6, or if the Buyer/ Owner is entitled to terminate the contract according to Clause 6, the Buyer/ Owner shall be entitled to encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the Bidder(s)/Seller(s), in order to recover the payments, already made by the Buyer/ Owner for undelivered Goods and / or Services and / or Works.
- c. The Bidder(s)/Seller(s) shall also be liable to refund to the Buyer/ Owner, the Agency Commission / payments made by the Seller(s) / Bidder(s) along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors).

8. Independent External Monitor(s)

- a. The Buyer/ Owner has appointed Independent External Monitor(s) for this Integrity Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- b. For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- c. The IEM is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The IEM would be provided access to all documents/ records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents/ records/ information having national Security Implications and those documents which have been classified as Secret/ Top Secret are not to be disclosed. He/ she reports to the Director, CMTI.
- d. If any complaint with regard to violation of the IP is received by the Buyer/ Owner in a procurement case, the Buyer/ Owner shall refer the complaint to the Independent External Monitor(s) for their report. Contact details of IEMs are given in the bid/ tender documents as well as in the website of CMTI <https://cmti.res.in>
- e. The Bidder(s)/Contractor(s) accepts that the IEM has the right to access without restriction to all Project documentation of the Buyer/ Owner including that provided by the Contractor. The Contractor will also grant the IEM, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- f. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The IEM has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising ell a later date, the IEM shall inform Director, CMTI and recuse himself / herself from that case.
- g. The Buyer/ Owner will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Buyer/ Owner and the Contractor. The parties offer to the IEM the option to participate in such meetings.
- h. As soon as the IEM notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Buyer/ Owner and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- i. The IEM will submit a written report to the Director, CMTI, within 4 weeks from the date of reference or intimation to him by the Buyer/ Owner and, should the occasion arise, submit proposals for correcting problematic situations
- j. If the IEM has reported to the Director, CMTI, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Director, CMTI has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the IEM may also transmit this information directly to the Central Vigilance Commissioner.
- k. The word 'Monitor' would include both singular and plural.

9. Duration of the Pact

- a. This Pact will be effective from the date of issue of tender (NIT).It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other unsuccessful bidders, within 6 months from date of placement of order / finalization of contract against this tender till the Contract has been awarded.
- b. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Director, CMTI.
- c. Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10. Other Provisions

- a. Changes and supplements need to be made in writing. Side agreements have not been made.
- b. After award of work, the IEMs shall look into any issues relating to execution of contract, if specifically raised before them.

- c. The Bidder(s)/Seller(s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers the report.
- d. In the event of any dispute between the management and the Bidder(s)/Seller(s), relating to those contracts where Integrity Pact is applicable, the same will be settled through mediation before the panel of IEMs within 4 weeks. In case the dispute remains unsolved even after mediation by the panel of IEMs, CMTI will take further action as per the terms and conditions of the contract in respect of dispute resolution/ arbitration.
- e. Nothing contained in this Integrity Pact shall be deemed to assure the Bidder(s)/ Seller(s) of any success or otherwise in the tendering process.
- f. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- g. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- h. This Integrity pact is subject to Indian Laws, and exclusive Jurisdiction of Courts at Bangalore, India.
- i. The Parties hereby sign this Integrity Pact at _____ on _____ (Bidder(s)/contractor) and at _____ on _____ (Buyer/ Owner)

11. LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following

witnesses:

(For and on behalf of Buyer/ Owner)

(For and on behalf of Bidder/Contractor)

WITNESSES: 1.....

(signature, name and address)

2.....

(signature, name and address)

Place:

Date