196, Raja S C Mullick Road, Kolkata - 700 032, India

### REQUEST FOR QUOTATION

D/MC/00/DD/DD/CIZM)/CCO/00

	Ref. No.	23
	Date	07/02/2023
M/s. Yokogawa India Limited	Bid Securing	
Plot No. 96, 3rd Cross,	Declaration	To be submitted
Electronic City Complex, Hosur Road,	Form	
Bangalore- 560 100, India	PBG	Not Applicable
Tel: +91-80-41586000 E-mail: sangeeta.banerjee@yokogawa.com	Last Date of Submission	Last Date of submission: 18/02/2023 (3.30 pm)  Bid opening date & time: 20/02/2023 (3.30 pm)

#### Dear Sir/s,

Director, CGCRI invites your offer for the following item/s. Kindly send your offer in Single Bid Format through NIC's CPP Portal by way of URL <a href="http://etenders.gov.in/eprocure/app">http://etenders.gov.in/eprocure/app</a> as per schedule mentioned in the Tender document.

S1. No.	Material Description	Quantity
01	Optical Spectrum Analyzer (OSA) [Specification as per Annexure-A] (Model: AQ6360)	1 No.

- Installation commissioning & demonstration of the equipment, in the present case, will be the sole responsibility of the supplier/ Indian Agent. Required through Indian agent or through online from OEM.
- Offer is to be quoted in Foreign Currency (i.e. multicurrency)/INR
- Acceptance Certificate is to be provided by IO as per format and duly signed by the supplier.
- Installation certificate will be provided by the firm and duly signed by the user of CSIR-**CGCRI** for effecting payment.
- Delivery is to be completed within 180 days from the date of establishment of LC/ILC, failing which LD Clause will be applicable as per clause No.31
- Delay on installation beyond 30 days from the date of receipt of materials CSIR-CGCRI will also attract the LD clause.
- Firm will also provide the following information in their bid/quotation for offered item:
- (i) Country of Origin
- (ii) Country of Shipment
- (iii) Mode of Transportation (Air/Sea/Road/Rail).

## ANNEXURE-'A'

Item Name: Optical Spectrum Analyser (OSA) Specification:

Specification details	Range/Value
Model No.	AQ6360
Applicable fiber	SM (9.5/125 μm), GI (50/125 μm, 62.5/125 μm)
Wavelength range	1200 to 1650 nm
Wavelength accuracy	Min: ±0.02 nm , Max: ±0.10 nm
Wavelength linearity	≤±0.025 nm (1520-1620 nm)
Wavelength repeatability	≤±0.015 pm (1-2 min.)
Wavelength resolution setting	Min: 0.1 nm, Max: 2 nm
Sampling resolution	~ 0.001 nm ( min)
Number of sampling points	≤ 101 to ≥ 40001 / AUTO
Level sensitivity setting in equipment	NORM_HOLD, NORM_AUTO, NORMAL, MID HIGH1, and HIGH2
Level sensitivity	<-75 dBm (1300 to 1620 nm)
Measurement range	< -75 dBm to ≥ +20 dBm
Input max power	≥ +20 dBm
Safe input max power	≥+24 dBm
Level accuracy	±0.5 dB (1310/1550 nm) or better
Level flatness	±0.2 dB (1520 to 1620 nm) or better
Polarization dependence	±0.1 dB (1550 nm) or better
Optical return loss	> 30 dB (with angled-PC connector)
optical input connector	FC/ Angled or flat polished
uilt-in calibration light source option)	Wavelength reference source (For wavelength calibration)
weep time	By level sensitivity selection:
	NORM_AUTO: 0.2 Sec or less NORMAL: 0.5 Sec or less, MID: 1sec or less, HIGH1: 2.5 Sec or less, HIGH2: 10 s or less

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Electrical interface	GP-IB, Ethernet, USB, any other
Remote control	GP-IB, Ethernet
Data storage	Internal storage: 512 MB (min)
	External storage: USB storage (memory/HDD), File types: CSV (text), Binary, BMP, TIFF
Display & User Interface	High resolution display with Touchscreen I Display + Suitable Key pad
Weight	Table top system ( max 20 kg)
Power requirements	100 to 240 V AC, 50Hz, ≤100 VA (approx)
Environmental operation conditions (temperature)	Temperature: $18 \le to \ge +28^{\circ}C$
Environmental operation conditions (Humidity)	+20 ≤ to ≥ 80% RH
Recommended calibration period	1year or more
Installation	As mentioned in point No. 29
Calibration certificate	Should be provided
software	Separate viewer software for remote operation

Technical specifications of CSIR-CGCRI will be the parameter of technical evaluation of the offered equipment by the vendor along with eligibility criteria and other terms & conditions mentioned in the tender enquiry of CSIR-CGCRI. Vendor is requested to offer the model which completely satisfies the technical specifications of CSIR-CGCRI.

Any clarification on technical points asked by the technical committee of CSIR-CGCRI will be for the clarity of the equipment for arriving at a proper decision. Any clarification from the vendor of such nature which modifies the original quote in order to suite the technical specifications of CSIR-CGCRI after opening of bids will not be accepted.

### Format:

- (i) Bidder information Form
- (ii) Code of Integrity & Conflict of Interest
- (iii) Manufacturer's Authorization
- (iv) Land Sharing Border
- (v) Bid Securing Declaration Form
- (vi) Price Schedule Form (PDF)[India(INR)/Foreign (Multicurrency)as applicable]
- (vii) BOQ
- (viii) Schedule of Requirements
- (ix) Bank Details Format

### Bidder should also submit the followings:

- Technical Commercial Bid
- Brochure Catalogue
- Past PO copies and Installation Certificates
- Documentary evidence about the status of the bidder i.e. whether MSE or not, owned by SC/ST or not and whether the MSE is owned by a women entrepreneur or not.
- Copy of GST Certificate and PAN.

#### TERMS & CONDITIONS FOR TENDERS

- 1. Please indicate the item serial numbers of our enquiry letter against the names of respective item quoted by you or quote in the same order as mentioned above.
- 2. Complete specifications of items should be given with the name of manufacturers. Offer of stores vaguely described or incomplete offers are liable to be ignored. Literature/Pamphlets of the quoted item/model should also be enclosed with the quotation.
- 3. The delivery of the item is needed **within 180 days** from the date of order. THE OFFERED DELIVERY PERIOD SHALL HAVE TO BE STRICTLY ADHERED TO INCASE AN ORDER IS PLACED.

**Denial Clause:** If delay in delivery is due to default by the seller, the buyer should protect himself against extra expenditure during the extended period by stipulating a denial clause (over and above levy of LD). In the denial clause, any increase in statutory duties and/or upward rise in prices or any adverse fluctuation in foreign exchange are to be borne by the seller during the extended delivery period, while the purchaser reserves his right to get any benefit of a downward revisions in statutory duties and foreign exchange rate.

- 4. All the above instructions and our standard terms and conditions printed must be complied failing which your offer may be liable for rejection.
- 5. CONDITIONAL tenders shall not be considered.
- 6. No GST exemption certificate at reduced rate will be issued.
- 7. Full GST will be applicable.
- 8. The prices are to be quoted in INR/Foreign Currency only.

- 9. Firm may kindly provide the copy of past purchase orders placed on the firm by various organizations for the items those are being quoted to CSIR-CGCRI in the present case or the price list of the quoted items as per CGCRI's enquiry.
- 10. If quote is provided by Indian Agent / Authorized Distributor then Manufacturer's authorization is to be submitted by the authorized distributor along with the bid.
- 11. The Bidder will assume total responsibility for the fault-free operation of equipment, application software, if any, and maintenance during the warranty period and provide necessary maintenance services for ten years after end of warranty period, if required. **Not applicable in this case.**
- 12. The Institute reserves the right to seek past purchase order copies from the user organizations. The past purchase order copies obtained from the user organizations will be kept entirely confidential & this will only be for tallying the prices for reaching at proper decision by Decision Making Committee of CSIR-CGCRI.
- 13. If there is any discrepancy in the cost quoted between PDF Financial bid and BOQ, then the cost mentioned in the BOQ will be final.
- 14. The Institute also may seek performance certificates from equipment manufacturers/the user organizations so as to confirm satisfactory functioning, installation & commissioning of the equipment, if applicable.
- 15. This lab./instt. is registered with Deptt. of Scientific & Industrial Research, Govt. of India and thus is entitled for payment of concessional rates of custom duty is leviable vide notification no. 51/96 dated 23.07.1996 respectively.
- 16. Submission of detailed requirements for installation & commissioning of the equipment: All Vendors / Agents must submit full details and requirements for installation & commissioning of the Equipment as per Technical Specifications submitted by them, if applicable.
  - (i) Water Supply (Filtered, Flow rate) Civil Works including Foundation, Flooring.
  - (ii) Mechanical and Fabrication work required.
  - (iii) Ambient Temperature Control (if required, as applicable).
  - (iv) Cooling requirement (if any).
  - (v) Electrical and Power requirements.
  - (vi) Space and Dimensions for Installation of the equipment as per the Quotation of the Vendor.
  - (vii) Requirements of Special Gases, if any.
- 17. (i) A Bid Security (BS) of **Rs. 00.00** is to be submitted along the bid as per our detail Terms & Conditions. : **NA** 
  - (ii) A Performance Security (PS) of <u>03%</u> of the ordered value/ contract value needs to be submitted as mentioned in our detail terms & conditions.
  - (iii) A bid securing declaration is to be submitted as per the provided format on your letter head as per the format by the bidder: Applicable
- 18. Bids of those tenders whose bid securing declaration are not received with the bids will be summarily rejected.

#### 19. The bidders should quote as under:

The price of the goods quoted ex works including all custom duties, if any and other taxes already paid. The percentage of GST/IGST which will be payable on the goods if the contract is awarded. The price for inland transportation, insurance and other local services required for delivering the goods to the ultimate destination.

- (a) Full GST/IGST will be applicable.
- (b) TDS will be applicable as per GST Rules.
- (c) Customs Duty Exemption Certificate (CDEC) may be provided.

Note: The offers of the firms who quote on Ex-works basis and do not mention the handling, documentation, packing, forwarding, transportation & insurance charges etc. separately shall be rejected as incomplete.

- 20. The mode of despatch of the items must be mentioned clearly in the quotation. Please indicate the approx. weight & measurements of the consignments also.
- 21. All offers should be **valid for 120 days** from the date of opening of the quotations.
- 22. The printed terms & conditions, if any, sent along with the tender shall not be binding on us.
- 23. The (Lab) reserves the right to reject or accept any or all the quotations received either in part or in full without assigning any reasons.
- 24.Bidder is requested to submit their offers in Single Bid Format through NIC's CPP Portal by way of URL <a href="http://etenders.gov.in/eprocure/app">http://etenders.gov.in/eprocure/app</a>
- 25. The firms must provide the Technical Compliance Statement that they comply with the tendered technical specifications of CSIR-CGCRI.
- 26. The Bidder shall indicate the unit prices and total bid prices of the goods it proposes to supply under the order and enclose it with the priced bid. CSIR-CGCRI is a public funded scientific R&D centre and institute of higher studies (PhD). Please consider quoting special *prices applicable to academic institutions* as per your company policies.

### 27. Payment: (Firm may kindly confirm CSIR-CGCRI payment terms in their BID)

### a) For payment in Foreign Currency:

Payment of foreign currency portion shall be made in currency of the Contract in the following manner:

- (i) On Shipment: NINETY percent (90%) of the Contract Price of the Goods shipped shall be paid through irrevocable letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified.
- (ii) On Acceptance: TEN percent (10%) of the Contract Price of Goods received shall be paid through Wire Transfer within thirty (30) days of receipt of Goods and successful installation, commissioning and training including completion of all contractual obligations upon submission of claim supported by the acceptance certificate issued by the Purchaser along with the Performance security.

The Performance Security of 03% (Three percent) of value of Purchase Order should be valid till 60 (Sixty) days beyond the date of expiry of Warranty Period of 01 year.

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 the 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 90% value of the contract shall be established after deducting the agency commission payable if any, to the Indian agent from the FOB/FCA value.

### b) For payment in INR:

- i. Ninety Percent (90%) of the basic Price of the Goods + Hundred Percent (100%) GST of the basic price of the Goods shall be paid by way of Inland Letter of Credit (ILC).
- ii. Balance Ten Percent (10%) of the basic Price of Goods + Installation & Commissioning Charges alongwith 100% Hundred Percent (100%) GST on Installation & Commissioning Charges shall be paid within thirty (30) days of receipt of Goods, installation, commissioning and demonstration as applicable including completion of all contractual obligations on bill basis subject to submission of PBG @3% of the order value covering the period beyond 02 months from the warranty period (1 year). Payment will be made after the confirmation of PBG received from the issuing Bank.
- iii. All payment due under the contract shall be paid after deduction of statutory levies at source (like ESIC, Income Tax etc.), wherever applicable.
- c) No advance payment will be made.
- d) Advance payment can be made up to only 30% of material cost subject to submission of Bank Guarantee.

All the bidders are requested to furnish the following details in your letter head with signature and also cancelled cheque for authenticity along with your bid for making e-payment (RTGS/NEFT)

- i) 11 digit core banking Account Number
- ii) Type of Account (Saving / Current)
- iii) Name of Account Holder
- iv) Name of Bank & Branch
- v) IFSC Code Number
- vi) MICR Number
- e) Foreign supplier, if quoted in foreign currency, will provide the Bank Details also in their letter head along with their offer.

#### 28. Warranty:: Required

The period of validity of the Warranty shall be **01 Year** from the date of installation including all contractual obligations.

The Supplier must warrant that the goods supplied under the Contract are new, unused and the most recent or current and incorporate all recent improvements in design, materials as per specifications in this Tender Document. All Vendors (Manufacturers / Agents) must submit offers with as per OEM from the date of successful and complete installation, commissioning, demonstration and testing in all respects at Site, i.e., (CSIR-CGCRI, 196, Raja S C Mullick Road, Jadavpur, Kolkata – 700 032). The compliance of this clause by the vendor would be the part of the evaluation criteria.

### 29. Installation, Commissioning, Integration and Demonstration: (Required)

Installation, Commissioning, integration and demonstration will be the sole responsibility of the Supplier / Indian Agent. Installation, Commissioning, integration and demonstration with all infrastructural works have to be done by the supplier. The vendor and Indian Agent will complete the installation & commissioning within **30 days** from the date of receipt of equipment/items at CSIR-CGCRI. Installation of the of the equipment, in the present case, will be the sole responsibility of the supplier / Indian Agent.

Vendor has to arrange the demonstration of the offered equipment at their cost if desired by CSIR-CGCRI failing which your offer will be considered as non-responsive and non-compliance to the terms and conditions of the tender document. Such demonstration, if arranged by the vendor on CGCRI's request, must establish the technical specifications and parameters of the tendered technical specifications of CSIR-CGCRI for the acceptance of your offer.

It will be done through Indian agent or through online from OEM.

**Training:** (Not required)

Training is required for 02 nos. of persons for 01 day at CSIR-CGCRI, Kolkata. Training is to be provided within 15 days of the receipt of materials in CSIR-CGCRI. Delay in training will attract Liquidated Damage clause.

•Calibration is to be done by the firm: Not applicable

### 30. Force Majeure Clause:

1) A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not including negligence or wrongdoing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it

occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organization only. In such a situation, the purchase organization is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.

2) Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/ or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

# 31. Penalty Clause: (Firm may kindly provide their acceptance/confirmation in their Bid/Quotation)

Subject to 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 0.5% of the delivered price of the delayed Goods or unperformed Services or contract value in case the delivered price of the delayed goods or unperformed services cannot be ascertained from the contract, for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10%. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to Clause on Termination for Default. Delay in supply and installation will attract this clause. Delay in installation beyond deadline as mentioned in Clause No. 29 will also attract the penalty Clause.

### 32. Denial clause:

If delay in delivery is due to default by the seller, the buyer should protect himself against extra expenditure during the extended period by stipulating a denial clause (over and above levy of LD). In the denial clause, any increase in statutory duties and/or upward rise in prices or any adverse fluctuation in foreign exchange are to be borne by the seller during the extended delivery period, while the purchaser reserves his right to get any benefit of a downward revisions in statutory duties and foreign exchange rate.

### 33. Termination for Default:

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 on Extension of Time; or

- (b) If the Supplier fails to perform any other obligation(s) under the Contract.
- (c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices etc.

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; if applicable.
- (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.

#### 34. Extension of time:

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. If at any time during performance of the Contract, the Supplier 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 Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

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

### 35. Applicable Law:

The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be resolved as per Point No. 36 (Settlement of Disputes).

### 36. Settlement of Disputes:

- i) The Purchaser and the supplier/service provider 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.
- (ii) 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/Service Provider 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/service under the Contract.

- (iii) 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/service provider 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 and Arbitration & Conciliation (Amendment) Act 2015, 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 Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi.
- (b) "Arbitration Clause" in the domestic agreement will be as under:

#### "ARBIRATION"

- 1. In the event of any question/dispel/difference arising under the agreement or in connection herewith (except as to matters the decision of which is especially provided under this agreement) the same shall be referred to the Delhi International Arbitration Centre for appointment of Arbitrator to adjudicate the dispute.
- 2. The award of the Arbitrator shall be final and binding on the parties. The Arbitrator may give interim awards(s) and /or directors, as may be required.
- 3. Subject to the aforesaid provision, the arbitration and conciliation act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the Arbitration proceeding under this clause.
- (c) 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.
- (iv) The venue of the arbitration shall be the place from where the purchase order or contract is issued.
- (v) 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.

### 37. Performance Security: (Applicable)

PBG @3 % of the Purchase Order Value covering the period beyond two months of the warranty period.

- 38. CSIR-CGCRI reserves the right to ask the vendors / suppliers to submit the shortfall documents pertaining to their eligibility criteria etc. as mentioned in the tender document after opening of the offer within the stipulated time failing which their technical offer may be considered as non-responsive.
- 39. In pursuant of the OM bearing No. F.N. 6/18/2019-PPD dated 23.07.2020 issued by Public Procurement Div., Department of Expenditure, Ministry Of Finance, Govt. of India regarding restrictions on procurement from a bidder of a country which shares a land border with India, firms are required to submit the "Certificate" as per format provided as mandatory eligibility criteria for acceptance of their offers. If this certificate is not provided by the firm then their offer will be rejected. No such certificate from the firm will be accepted after opening of the bids.

### Clauses:-

- (i) Any bidder from a country which shares a land border with India will be eligible to bid in this tender/enquiry only if the bidder is registered with the Competent Authority.
- (ii) "Bidder" (including the term 'tendered', 'consultant' or 'service provider' in certain (contexts) means means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
- (iii) "Bidder from a country which shares a land border with India" for the purpose of this Order (i.e. OM bearing No. F.N. 6/18/2019-PPD dated 23.07.2020 issued by Public Procurement Div., Department of Expenditure, Ministry Of Finance, Govt. of India means:
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- (iv) The "Beneficial Owner" for the purpose of (iii) above will be as under:-
  - 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

### Explanation -

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five percent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their

shareholding or management rights or shareholders agreements or voting agreements;

- 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- 4. Where no natural person is identified (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control of ownership.
- (v) An Agent is a person employed to do any act for another, or to represent another in dealings with third persons.
- (vi) The successful bidder shall not be allowed to sub-contract the Purchase Order (in full or in part) or any work/services mentioned in the contract/Purchase Order to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Thanking you,

Yours' faithfully,

(Anjani Kr. Pandey)

Stores and Purchase Officer

(For and on behalf of the Council of Scientific & Industrial research)

अंजनी कुमार पाण्डेय/Anjani Kumar Pandey मण्डार एवं क्रय अधिकारी/Stores & Purchase Officer सीएसआईआर - केन्द्रीय काँच एवं सिरामिक अनुसंघान संस्थान CSIR - CENTRAL GLASS & CERAMIC RESEARCH INSTITUTE 196, राजा एस. सी. मल्लिक रोड / 196, Raja S. C. Mullick Roed कोलकाता / Kolkata-700 032

## **General Conditions of Contract**

For General Conditions of Contract please see the CSIR-CGCRI's website (Please refer to our website with a link <a href="https://www.cgcri.res.in/tender-notices">https://www.cgcri.res.in/tender-notices</a>)

## **SPECIAL CONDITIONS OF CONTRACT**

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## 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.

S.N.	GCC Clause	Condition
	Ref	
1	GCC 2.1.1(I)	The Purchaser is: Director, Central Glass & Ceramic Research Institute, 196, Raja S. C. Mullick Road, Jadavpur, Kolkata-700032.
2	GCC 2.1.1(m)	The Final Destination is:
		Central Glass & Ceramic Research Institute, 196, Raja S. C. Mullick Road, Jadavpur, Kolkata-700032
3	GCC 2.13.1	The amount of the Performance Security shall be 3% of the contract value.
4	GCC 2.15.2	The marking and documentation within and outside the packages shall be:
		(a) Each package should have a packing list within it detailing
		the part No(s), description, quantity, HSN Code, Gross &
		Net Weight, Volume of goods etc.
		(b) 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.
		(c) 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.
		(d) All the sides and top of each package should carry an Appropriate indication/ label/ stickers indicating the precautions to be taken while handling/storage.

5 GCC 2.16.1 Details of Shipping and other Documents to be furnished by the Supplier are :

### For goods manufactured within India-Not applicable in this case

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/Email.

(a) Two copies of Supplier's Invoice indicating, *inter-alia* description and specification of the goods, quantity, unit price, total value, HSN Code, Gross & Net Weight, Volume

of goods;

- (b) Packing list;
- (c) Certificate of country of origin;
- (d) Insurance certificate, if required under the contract;
- (e) Railway receipt/Consignment note;
- (f) Manufacturer's guarantee certificate and in-house inspection certificate;
- (g) Inspection certificate issued by purchaser's inspector, if any; and
- (h) Any other document(s) as and when required in terms of the contract.

#### Note:

- 01. 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).
- 02. 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.

### For goods manufactured abroad- Applicable

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/Email.

- (a) Two copies of supplier's Invoice giving full details of the goods including quantity, value, etc.;
- (b) Packing list;
- (c) Certificate of country of origin issued by supplier;
- (d) Manufacturer's guarantee and Inspection certificate;
- (e) Inspection certificate issued by the Purchaser's Inspector, if any;
- (f) Insurance Certificate, if required under the contract;

		(g) Name of the Vessel/Carrier;
		(h) Bill of Lading/Airway Bill;
		(I) Any other document(s) as and when required in terms of the
		Contract.
		Note:
		O1. 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).
		02. 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.
		Delivery of Materials :
		Delivery of all ordered materials is to be made within 180 days from the date of receipt of order / establishment of Letter of Credit.
		Denial Clause (over and above levy of Liquidated Damage): any increase in statutory duties and/or upward rise in prices due to the PVC (Price Variation Clause) clause and/or any adverse fluctuation in foreign exchange are to be borne by the seller during the extended delivery period, while the purchaser reserves his right to get any benefit of a downward revisions in statutory duties, PVC and foreign exchange rate.
		Installation & Commissioning including other contractual obligation is to be done within 30 days of delivery of goods.
6	GCC 2.16.3	In case of supplies from within India, the mode of transportation shall be by <i>Road</i> .
		In case of supplies from abroad, the mode of transportation shall be by <i>Air</i> .
7	GCC 2.17.1	The Insurance shall be for an amount equal to 110% of the CIF or CIP value of the contract from within "warehouse to warehouse (final destination)" on "all risk basis" including strikes, riots and civil commotion.
8	GCC 2.21.3	The period of validity of the Warranty shall be <b>1</b> (One) Year from the date of acceptance, installation and commissioning including all contractual obligations.
9	GCC2.22.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:
		Payment for quote in foreign currency:
		Payment of foreign currency portion shall be made in currency of the Contract in the following manner:
L	1	

- (a) On Shipment: **Ninety percent (90 %)** of the Contract Price of the Goods shipped shall be paid through irrevocable letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 2.16.
  - (b) On Acceptance: **Ten percent ( 10 %)** of the Contract Price of Goods received shall be paid by Wire Transfer within thirty (30) days of receipt of Goods and successful installation & commissioning including completion of all contractual obligations upon submission of claim supported by the acceptance certificate issued by the Purchaser along with the Performance security.

OR

Hundred percent (100%) of the Contract Price of Goods received shall be paid through Wire Transfer within thirty (30) days of receipt of Goods and successful installation & commissioning upon submission of claim supported by the acceptance certificate issued by the Purchaser along with the Performance security, if any.

All bank charges abroad, if any, 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.

<del>OR</del>

Hundred percent (100%) of the Contract Price of Goods received shall be paid through Wire Transfer within thirty (30) days of receipt of Goods.

(WHICHEVER IS APPLICABLE)

The Performance Security of 3% (Three percent) of value of Purchase Order should be valid till 60 (Sixty) days beyond the date of expiry of Warranty of 01 (one) year.

GCC 2.22.1

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 the 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 90% value of the contract shall be established after deducting the agency commission payable if any, to the Indian agent from the FOB/FCA value.

		Payment for quote in INR:	
		i. Ninety Percent (90%) of the basic Price of the Goods + Hundred Percent (100%) GST of the basic price of the Goods shall be paid by way of Inland Letter of Credit (ILC).	
		ii. Balance Ten Percent (10%) of the basic Price of Goods + Installation & Commissioning Charges alongwith 100% Hundred Percent (100%) GST on Installation & Commissioning Charges shall be paid within thirty (30) days of receipt of Goods, installation, commissioning and demonstration as applicable including completion of all contractual obligations on bill basis subject to submission of PBG @3% of the order value covering the period beyond 02 months from the warranty period (1 year). Payment will be made after the confirmation of PBG received from the issuing Bank.	
iii. All payment due under the contract shall be paid after deduction of levies at source (like ESIC, Income Tax etc.), wherever applicable.			
		OR	
		Hundred percent (100%) of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of Goods and successful installation & commissioning upon submission of claim supported by the acceptance certificate issued by the Purchaser along with the Performance security, if any.	
		-(WHICHEVER IS APPLICABLE)	
		<del>OR</del>	
		Hundred percent (100%) of the Contract Price of Goods received shall be paid within thirty (30) days of receipt and acceptance of goods.	
The Performance Security of 3% (Three percent) of value of Purchas should be valid till 60 (Sixty) days beyond the date of expiry of Warranty F 1 (One) Year comprehensive Warranty from the date of inst commissioning and acceptance.			
		Note:	
		All payments due under the Contract shall be paid after deduction of statutory levies at source (like ESIC, Income Tax, TDS etc.), wherever applicable.	
		Payments will be made through e-payment mode, i.e. RTGS. Bills for partial supply (if any) should not be raised. Bills can only be raised after completion of the entire supply.	
10	GCC 2.27.1	The penalty shall be 0.5% per week or part of a week towards late delivery and installation, commissioning, training etc. including all contractual obligations beyond contractual deadlines.	
11	GCC 2.27.1	The maximum amount of penalty shall be 10%	
12	GCC 2.34.1	The place of jurisdiction is Kolkata, West Bengal, India.	
		20	

13	GCC 2.35.1	For notices, the Purchaser's address is
		The Director
		Attention: Stores & Purchase Officer
		Location: CSIR- Central Glass & Ceramic Research Institute, 196, Raja S. C. Mullick Road, Jadavpur, Kolkata-700032
		Telephone:+ 91 33 2473-0957/3478/3453/3479
		EPABX: Tel:+91 33 2473 3469
		Electronic mail address : purchase@cgcri.res.in
14	GCC 2.43.1	The integrity pact is not to be signed.
15	GCC 2.43.2	The name and contact details of the IEMs are as under:
		(NOT APPLICABLE)
16	GCC 1.32.3	Purchase Preference Make in India – <b>Not Applicable</b>
17	GCC 1.32.3	Purchase Preference MSE -Not Applicable

### **Conditions of Contract**

A. General Conditions of Contract (GCC) -

Please refer to our website with a link <a href="https://www.cgcri.res.in/tender-notices">https://www.cgcri.res.in/tender-notices</a> .

Thanking you,

Yours faithfully,

( अंजनी कुमार पाण्डे ) (Anjani Kumar Pandey) Stores & Purchase Officer (For and On behalf of The CSIR-CGCRI) Ph.: (033) 2322-3453 / 2322-3478

Email: spo@cqcri.res.in, purchase@cqcri.res.in

अंजनी कुमार पाण्डेय/Anjani Kumar Pandey भण्डार एवं क्रय अधिकारी/Stores & Purchase Officer सीएसआईआर - केन्द्रीय काँच एवं सिरामिक अनुसंघान संस्थान CSIR - CENTRAL GLASS & CERAMIC RESEARCH INSTITUTE 196, राजा एस. सी. मल्लिक रोड / 196, Raja S. C. Mullick Road कोलकाता / Kolkata- 700 032

### **Bidder 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

01.	Bidder's Legal Name [insert Bidder's legal name]
02.	In case of JV, legal name of each party: [insert legal name of each
	party in JV]
03.	Bidder's actual or intended Country of Registration: [insert actual or
	intended Country of Registration]
04.	Bidder's Year of Registration: [insert Bidder's year of registration]
05.	Bidder's Legal Address in Country of Registration: [insert Bidder's
	legal address in country of registration]
06.	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]
07.	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		

## Format for declaration by the Bidder for Code of Integrity & Conflict of <u>Interest</u>

## (On the Letter Head of the Bidder)

Ref. No:	Date	
То,		
(Name & address of the Purcha	user)	
Sir,		
	Tender No dated the Code of Integrity for Public Procurement as mo- conflict of interest.	
	ous transgressions of the code of integrity with a years or of being debarred by any other Procuri	•
a		
b		
С		
We undertake that we scontravention of this code.	shall be liable for any punitive action in case o	f transgression/
Thanking you,		
	Yours since	cerely,
	Signatu	ıre
	(Name of the Autho	orized Signatory)
	Compar	ny Seal

### **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 and be enclosed with the technical bid.

## **Land Sharing Border Certificate**

[To be submitted by the bidding/participating firm in their letter Head] (Certificate is to be addressed to the Director, CSIR-CGCRI)

[For details for OM bearing No. F.N. 6/18/2019-PPD dated 23.07.2020 issued by Public Procurement Div., Department of Expenditure, Ministry Of Finance, Govt. of India may be referred to CSIR-CGCRI's website http://www.cgcri.res.in under tender notice

То							
196, Raj		ck Road,		stitute (CGCI	RI)		
Sir							
			CGCRI's				
certified		•••••		dated	u	••••••	. tills is
(i)	Public Procu India and th of CSIR-C procuremen India;	rement I le Notice CGCRI t/services I	pearing No. F.N Div., Departme bearing No pertaining s from a bidde hereby a country and	to clause r of a country certify	regarding which share that	y of Finance, dated restriction es a land bor bidder	Govt. of  ns on der with M/s.
(ii)	The manufa		the offered it ith India.	em does not	pertain to s	uch a countr	y which
(iii)	found to be legal action	false, the	d as per certificies would be a dance with law Delhi) may be to	ground for in v by the prod	nmediate ter	mination and	l further
			Fo	or and on bel	half of M/s.		•••••
[Seal of	the firm]						
Place:	•••••						
Date:	•••••	•					

## **Bid-Securing Declaration Form**

Date: Bid No
Γο (insert complete name and address of the purchaser)
I/We. The undersigned, declare that:
I/We understand that, according to your conditions, bids must be supported by a Bi Securing Declaration.
I/We accept that I/We may be disqualified from bidding for any contract with you for period of one year from the date of notification if I am /We are in a breach of an obligation under the bid conditions, because I/We
<ul> <li>(a) have withdrawn/modified/amended, impairs or derogates from the tender my/our Bid during the period of bid validity specified in the form of Bid; or having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fa or refuse to furnish the Performance Security, in accordance with the Instruction to Bidders.</li> </ul>
I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/ou Bid.
Signed: (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration).
Name: (insert complete name of person signing he Bid Securing Declaration)
Duly authorized to sign the bid for an on behalf of : (insert complete name of Bidder)
Dated on day of(insert date of signing)
Corporate Seal (where appropriate)
(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of

all partners to the Joint Venture that submits the bid)

## PRICE SCHEDULE FORM FOR GOODS BEING OFFERED FROM ABROAD

Nam	e of the Bidd	ler					TEN	IDER No			
1	2	3	4	5	6	7	8	9	10	11	12
S1.	Item	Countr	Unit	Qty.	Unit price	Total price	Charges for	Total	Indian	Approx.	Indian
No.	Descriptio	y of			Indicating	(5x6)	Insurance &	price	Agents	Ship-	Custom
	n	origin			currency		transportatio	CIF/CIP	Commission	ment	s
							n to	(retain	as a percent	weight	Tariff
					FOB	FOB	port//place	one only)	of FOB /FCA	and	No and
					(named port	(named port	of destination	(7+8)	price	volume	HSN No.
					of shipment	of shipment)			included in		
					or FCA	or FCA			the Quoted		(ICT &
					(named	(named			price		HSN
					place of	place of					No.)
					delivery)	delivery)					
L											

Note		
Curr	rency	Total Bid price in foreign currency
		ds
(a)	Indian agents name & address	G:
(b)	Installation, commissioning & training charges, if any	Signature of Bidder
		Name
(c)	Cost of Spares, if any	Business Address
(d)		ees only based on the Exchange Rate prevailing on the date of negotiation of
(e)	Approx. Gross Weight & Net Weight	
(f)	Volume of goods	

## PRICE SCHEDULE FORM FOR GOODS BEING OFFERED FROM INDIA

Name of the Bidder	Tender
No	

T4				6	7	8	9	10	11	12
Item	Countr			Unit Rate	Total price	GST &	Packing	Charges	Total	Installatio
Descri	y of	Uni	Quanti	Ex-Works,	Ex-Works,	other	&	for inland	Price	n,
p-tion	origin	t	ty	Ex-	Ex-ware-	taxes	forwardin	transport		Commissi
With				warehouse,	house, Ex-	payabl	g up to	ation,		oning and
HSN				Ex-show	show room	e, if	station of	insurance		training
code				room off	off the shelf	contra	dispatch,	up to Lab.		charges,
				the shelf	price	ct is	If any	/ Instt.by		if any
				price	(inclusive of	awarde		air/road/		
				(inclusive	all taxes	d		rail		
				of all taxes	already			(retain		
				already	paid) 5x6			one only)		
				paid)						
D W H	Descri tion Vith ISN	Descri y of origin With	Descri y of Uni origin t	Descri y of Uni Quanti t-tion origin t ty	Descri y of origin t ty Ex-Works, Ex- With ISN ode Ex-show room off the shelf price (inclusive of all taxes already	Descri y of origin t ty Ex-Works, Ex-ware-warehouse, house, Ex-show room off the shelf the shelf price (inclusive of all taxes already paid) 5x6	Descri y of origin t ty Ex-Works, Ex-Works, between taxes warehouse, house, Expayable Ex-show show room off the shelf contrate the shelf price (inclusive of all taxes already paid) 5x6	Descri y of origin t ty Ex-Works, Ex-Works, Ex-ware-taxes forwardin warehouse, house, Ex-payabl g up to station of off the shelf contra of the shelf price (inclusive of all taxes already paid) 5x6  Uni Quanti ty Ex-Works, Ex-ware-taxes forwardin g up to station of off the shelf contra of dispatch, If any	Descri y of origin t ty Ex-Works, Ex-ware-taxes forwardin transport warehouse, house, Ex-payabl g up to station of insurance room off the shelf price (inclusive of all taxes already paid) 5x6  Uni ty Ex-Works, Ex-ware-taxes forwardin transport ation, insurance other contra dispatch, up to Lab. If any air/road/rail (retain one only)	Descri y of origin t t ty Ex-Works, Ex-ware- taxes forwardin transport ation, insurance warehouse, bode ode

Note:	Total Bid price in Indian	
(a)Cost of Spares, if any (b) Approx. Gross Weight & Net Weight	currency in words	
(c) Volume of goods	Signature of Bidder  Name	
	Business Address	

### **SCHEDULE OF REQUIREMENT**

S1.	Brief Description of	Quantity	Physical	Final	Delivery	Time frame	required	for
No.	Goods & Services along		Unit	destination/	Schedule	conducting	install	ation,
	with HSN Codes			Place	(to be filled by	commissioning	of the	eqpt.,
					the bidder)	acceptance test	t, etc. after	r the
						arrival of consig	nment	
						(to be filled by the	ne bidder)	

Term of delivery: FOB/FCA/CIF/CIP	(named port of shipment or named place of delivery)
(Retain only one)	
Period of delivery shall count from:	Country of Shipment:
(to be filled by the bidder)	Country of Origin:
Scope of Supply:	Approx. Gross & Net Wt. with volume:
Training requirement:	
(Location, no. of persons, period of training, nature of training	)
Date :	
Place:Signature of the Bidder	
Notes for Bidders:	

- (1) The delivery schedule shall clearly indicate the time period within which the successful bidder must deliver the consignment in full from the date of establishment of LC or from the date of contract etc. It should also indicate separately the time period desired for installation and commissioning of the equipment after arrival of the consignment at the premises of the Purchaser.
- (2) The date or period for delivery should be carefully specified, taking into account
- (a) The implications of delivery terms stipulated in the Instructions to Bidders pursuant to the Incoterms rules (i.e., EXW, or CIF, CIP, FOB, FCA terms—that "delivery" takes place when goods are delivered to the carriers), and
- (b) The date prescribed herein from which the delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit, date of releasing advance payment etc.).

## **BANK DETAILS**

### TO BE SUBMITTED ON COMPANY'S LETTERHEAD

### NEFT/RTGS/ECS DETAILS FOR CONTRACTORS

Bank Account No.
Beneficiary Name:
Address:
BANK & Branch Name:
Address:
MICR Code:
Branch Code
IFSC Code:
VAT NO.
PAN No.
SERVICE TAX REGISTRATION NO.
GST No.
EPF REGN. NO
ESI REGN. NO.
CONTACT NO. & E MAIL ID:
NAME OF THE CONTACT PERSON WITH
DESIGNATION, ADDRESS & CONTACT NO. :

IF THE PARTY HAS AN ACCOUNT WITH ANY BRANCH OF SBI WITHIN KOLKATA THEN NO SERVICE CHARGE WILL BE REQUIRED. THE OTHERS HAVE TO PAY FOR RTGS TRANSFER. A DECLARATION TO THAT EFFECT IS REQUIRED.

LESS THAN Rs.1 lakh Rs.5/-

LESS THAN Rs.5 LAKH Rs.25/-

MORE THAN Rs.5 LAKH Rs.50/-

SIGNATURE (WITH OFFICE SEAL)