

BID DOCUMENT

(e - Procurement)

Tender/Project No: TC/Lab/Cochin & JNPT/16/18- (13-16) dated: 15.01.2019

**TENDER FOR PROCUREMENT OF FOURIER TRANSFORMATION INFRA RED
SPECTROPHOTOMETER (FTIR) FOR LABORATORIES OF TEXTILES COMMITTEE AT
1.COCHIN INTERNATIONAL CONTAINER FREIGHT STATION (CICFS), , COCHIN AND
2. JAWAHARLAL NEHRU PORT TRUST (JNPT), NAVI MUMBAI**

Issued On: [15th January 2019]

**TEXTILES COMMITTEE
LABORATORY DIVISION
P BALU ROAD, PRABHADEVI
MUMBAI- 400 025
Tel: +91 22 66527520 Fax: +91 22 66527588
Email: dlab.tc@nic.in
Website: www.textilescommittee.gov.in**

LIST OF IMPORTANT DATES

Website: <https://eprocure.gov.in/eprocure/app>

List of Important Dates of Submission of Online Bids:-

1	Name of Project :	Procurement of Fourier Transformation Infra Red Spectrophotometer (FTIR) for laboratories of textiles committee at COCHIN & JNPT, Navi Mumbai
2	Completion Period :	6 months
3	Mode of submission of Tender	To be submitted on-line at https://eprocure.gov.in/eprocure/app
4	Period & Time for download of Bidding Documents from e-Procurement portal	21 days, up to 3rd February 2019
5	Date, Time & Place of Pre-Bid Meeting	22nd January 2019 , 11.00 hrs. at Board Room, 5 th Floor, Textiles Committee, P. Balu Road, Prabhadevi, Mumbai-400 025
6	Date & Time of online submission of Bids	4th February 2019 up to 12.00 hrs.
7	Date & Time of opening of online Technical Bids	4th February 2019 , 15.00 hrs. at Board Room, 5 th Floor, Textiles Committee, P. Balu Road, Prabhadevi, Mumbai-400 025
8	Date & Time of opening of online Commercial Bids	11th February 2019 , 15.00 hrs.
9	Last Date of Bid validity	180 days up to 9th July 2019 or extended validity period as agreed upon mutually by the purchaser and the bidder.
10	Officer Inviting Bids :	Shri KARTHIKAY DHANDA, Director (Laboratories), Textiles Committee, Mumbai

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TEXTILES COMMITTEE
(Govt. of India, Ministry of Textiles)

LABORATORY Division,
P. Balu Road, Prabhadevi Chowk, Prabhadevi, Mumbai- 400 025
Tel: 91-22-66527519/520/545/625, Fax: 91-22-66527588
E-mail: dlab.tc@nic.in Website <https://eprocure.gov.in/eprocure/app>

TC/Lab/Cochin & JNPT//16/18 (13-16)

Date: 15.01.2019

TENDER NOTICE
FOR PROCUREMENT OF FOURIER TRANSFORMATION INFRA RED SPECTROPHOTOMETER
(FTIR) – 2 NOS.
FOR LABORATORIES OF TEXTILES COMMITTEE AT
1.COCHIN & 2.JNPT, NAVI MUMBAI

Tenders in two covers viz. Technical and Commercial is invited by Textiles Committee from bonafide manufacturers or authorized agents for the supply of Fourier Transformation Infra Red Spectrophotometer (FTIR) -2 nos. to Textiles Committee for its laboratories at Cochin & JNPT, Navi Mumbai (one each). Interpretation of the terms & conditions and other related issues in the tender would rest with Textiles Committee only. Tenders can be downloaded from <https://eprocure.gov.in/eprocure/app>.

Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-Procurement/e-tender portal are prerequisite for e-tendering. The bidders are to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA). An Earnest Money Deposit (EMD) along with Tender Document fee has to be submitted along with the tender. Tenders without EMD and Tender Document fee shall not be considered. Schedule of Tendering process is given below:

1	Starting date of issue of Tender document.	15th January 2019
2	Last date of issue of Tender document.	3rd February 2019
3	Date and time for Pre-bid meeting (Briefing Session) in order to clarify any points related to the tender.	22nd January 2019, 11.00 hrs.
4	Last date and time of submission of Tender (Both Technical & Commercial)	4th February 2019, 12.00 hrs.
5	Date and time of opening of Technical Bids	4th February 2019, 15.00 hrs
6	Date and time of opening of Commercial Bids (only for successful technical bidders)	11th February, 2019 15.00 hrs.
7	Earnest Money Deposit (Bid Security)	Rs. 1.00 lacs

The bidders have to quote instruments for supply of the instruments at the respective Textile Committee laboratories.

1: **Issue of Tender documents:**

Tender document is available and can be downloaded from <https://www.eprocure.gov.in/eprocure/app>

2. **A pre-bid meeting (Briefing Session)** for bidders will be held at Textiles Committee, Board room, 5th Floor, Textiles Committee, P. Balu Road, Prabhadevi, Mumbai-400 025, on **22nd January 2019 11.00 hrs.** in order to clarify any points related to the Tender. The bidders or their authorized representatives may attend this meeting, if desire so.

3: **Submission of Tender documents:**

Bidder shall submit the bids online through the Central Public Procurement Portal for e Procurement at <https://www.eprocure.gov.in/eprocure/app> as per instructions given at Section III along with the required documents as per instructions given at the check list for bidders.

Last date & time for submission of sealed tender at Textiles Committee, Mumbai is **4th February 2019 at 12.00 hrs.** The Technical bids will be opened online same day at **15.00 hrs** online at the Central Public Procurement Portal for e Procurement at <https://www.eprocure.gov.in/eprocure/app>. Bidders can access the tendering process at the portal.

After the scrutiny of Technical bids, the only bidders who are found to be technically responsive will be considered for commercial bids. The Commercial bids will be opened online on **11th February 2019 at 15.00 hrs.** The result of the screening of Commercial bids shall be accessible to the bidders on the Central Public Procurement Portal for e Procurement at <https://www.eprocure.gov.in/eprocure/app>

Address for Communication: The Director (Laboratories), Textiles Committee, Laboratory Division, P. Balu Road, Prabhadevi Chowk, Prabhadevi, Mumbai– 400025. Tel: 022-66527520/519/625, Fax: 022-66527588, 66527542 e-mail: dlab.tc@nic.in

INTRODUCTION:

The Textiles Committee is a statutory body under the Ministry of Textiles, Government of India. The Committee was established by the Textiles Committee Act 1963 by the Parliament. The laboratory is one of the important functional divisions of Textiles Committee which provides Textile Testing & Technical services throughout India. Textiles Committee has established 17 laboratories in various centers spread across India. Textiles Committee has established two new laboratories one each at Cochin & JNPT, Navi Mumbai and this tender is floated to invite suppliers for the supply of 2 nos. of Fourier Transformation Infra Red Spectrophotometer (FTIR) instrument required for these two laboratories.

PART 1 – BIDDING PROCEDURES

Section I: Instructions for Online Bid Submission

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>

1. Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-Procurement/e-tender portal are prerequisite for e-tendering.
2. Bidder should register for the enrollment in the e-Procurement site using the –Online Bidder Enrollment option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide only valid and true information including valid email id. All the correspondence shall be made directly with the contractors/bidders through email id as registered.
3. Bidder need to login to the site through their user ID/ password chosen during enrollment/registration.
4. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any other Certifying Authority recognized by Controller of Certifying Authorities (CCA) India on eToken/SmartCard, should be registered.
5. The registered DSC only should be used by the bidder in the transactions and should ensure safety of the same.
6. Contractor/Bidder may go through the tenders published on the site and download the tender documents/schedules for the tenders.
7. After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as required, otherwise bid will be rejected.
8. Any clarifications may be sought online through the tender site, through the contact details or during pre-bid meeting if any. Bidder should take into account the corrigendum if any published before submitting the bids online.
9. Bidder may log in to the site through the secured login by the user id/ password chosen during enrolment/registration and then by submitting the password of the e-Token/Smartcard to access DSC.
10. Bidder may select the tender in which he/she is interested in by using the search option and then move it to the “my tenders” folder.
11. From “my tender” folder, bidder may select the tender to view all the details uploaded there.
12. It shall be deemed that the bidder has read and understood all the terms and conditions before submitting the offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the incomplete bid shall stand rejected.
13. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and ordinarily it shall be in PDF/xls/rar/jpg/dwf formats. If there is more than one document, all may be clubbed together and provided in the requested format. Bidders Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same if permitted may be uploaded. The file size being less than 1 MB the transaction is ideal for uploading.
14. The Bidders can update well in advance, the documents such as certificates, annual report details etc., under –My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
15. Bidder should submit the EMD as specified in the tender. The hard copy should be posted/couriered/given in person to the Tender Inviting Authority, within bid submission due date and time as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
16. While submitting the bids online, the bidder shall read the terms and conditions and may accept the same to proceed further to submit the bid packets.
17. The bidder has to select the payment option as offline to pay the EMD as applicable and enter details of the instruments.
18. The details of the DD/any other accepted instrument, physically delivered, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise submitted bid shall not be acceptable or liable for rejection.

19. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read, understood and agreed with all clauses of the bid document including General conditions of contract without any exception.
20. The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid may be rejected.
21. If the price bid format is provided in a spread sheet file like BoQ_XXXX.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid/BOQ template shall not be modified / replaced by the bidder; else the bid submitted is liable to be rejected for the tender.
22. The bidders are advised to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission due date and time (as per Server System Clock). The TIA shall not be held responsible for any delay or the difficulties faced during the submission of bids online by the bidders.
23. After the bid submission (i.e. after Clicking –Freeze Bid Submission in the portal), the acknowledgement number indicated by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and also be used as entry pass to participate in the bid opening.
24. The time settings fixed in the server side and displayed at the top of the tender site, shall remain valid for all actions of requesting, bid submission, bid opening etc., in the e-Tender system. The bidders should follow such time during bid submission.
25. All the data being entered by the bidders would be encrypted using Public Key Infrastructure (PKI) encryption techniques to ensure the secrecy of the data. The data entered is not retrievable by unauthorized persons during the bid submission and until the time of bid opening by any person.
26. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
27. The confidentiality of the bids is maintained with the use of Secured Socket Layer (SSL) 128 bit encryption technology. Data storage encryption of sensitive fields is done.
28. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
29. For any queries regarding e-Tendering process, the bidders may contact at address as provided in the tender document. Parallely for any further queries, the bidders are advised to contact over phone: 1-800-233-7315 or send a mail to – cphp-nic@nic.in.

Section II. Instructions to Bidders Contents

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35. Performance Security	

Section II. Instructions to Bidders

A. General

- 1 Scope of Bid
 - 1.1 Supply of goods and related services as per Specifications in BDS
 - 1.2 Throughout these Bidding Documents unless the context otherwise requires:
 - “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;
 - “singular” means —“plural” and vice versa; and
 - “day” means calendar day.
- 2 Corrupt and Fraudulent practices
 - 2.1 The Purchaser requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section V.
 - 2.2 Further in pursuance of this policy, Bidder shall permit and cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers to provide access to purchaser to all the accounts, records and other documents relating to submission of the applicant, bid submission (in case prequalified), and contract performance (in case of award), to inspect and to have them audited by auditors appointed by the purchaser.
- 3 Eligible Bidders
 - 3.1 A Bidder may be a firm, a company, a limited liability partnership (LLP), a government-owned entity or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent.
 - 3.2 In the case of a joint venture, all members shall be jointly and severally liable for the execution of the contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and during the contract execution in the event the JV is awarded the contract
 - 3.3 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:
 - (a). directly or indirectly controls, is controlled by or is under common control with another Bidder; or
 - (b). receives or has received any direct or indirect subsidy from another Bidder; or
 - (c). has the same legal representative as another Bidder; or
 - (d). has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
 - (e). Participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid shall result in the disqualification of all Bids in which such Bidder is involved. This, however does not limit the inclusion of the same subcontractor in more than one bid; or
 - (f). any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
 - (g). any of its affiliates has been hired (or is proposed to be hired) by the Purchaser for the contract implementation; or
 - (h). would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project that it provided or

was provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or

- (i). has a close business or family relationship with a Professional staff of the Purchaser (or of the project implementing agency, or of a recipient of a part of the contract/loan/grant) who:

- (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or
- (ii) would be involved in the implementation or supervision of such contract.

- 3.4 A foreign firm and individual may be ineligible if as a matter of law or regulations, India prohibits commercial relations with the country of bidder
- 3.5 A Bidder shall provide such evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request

B. Contents of Bidding Document

- 4 Sections of Bidding Document

4.1 The Bidding Documents consist of Parts 1, 2, 3 and 4, which include all the Sections indicated below, and should be read in conjunction with any Addenda if any, issued.

PART 1 Bidding Procedures

Section I. Instructions for Online Bid Submission

Section II. Instructions to Bidders

Section III. Bid Data Sheet (BDS)

Section IV. Prequalification

Section V. Policy of Textiles Committee against the Corrupt and fraudulent Practices

PART 2 Supply Requirements

Section VI. Schedule of Requirements

PART 3 Contract

Section VII General Conditions of Contract

Section VIII. Special Conditions of Contract

PART 4 Bidding and Contract Forms

Section IX. Bidding Forms

Section X. Contract Forms

- 4.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.

- 4.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the Bidding Document. In case of any contradiction, documents obtained directly from the Purchaser shall prevail

- 4.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as required by the Bidding Documents

- 5 Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting

- 5.1 Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address specified in the BDS or raise its enquiries during the pre-bid meeting if provided. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids within a period specified in the BDS. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Documents, including a description of the inquiry but without identifying its

source. If so specified in the BDS, the Purchaser shall also promptly publish its response at the web page identified in the BDS. Should the clarification results in changes to the essential elements of the Bidding Documents, the Purchaser shall amend the Bidding Documents following the due procedure.

5.2 If so specified in the BDS, the Bidder is advised to visit and examine the project site and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for procurement of Goods. The costs of visiting shall be at the Bidder's own expense

5.3 The Bidder and any of its personnel or agents shall be granted permission by the Purchaser to enter upon its premises and lands upon the express condition that the Bidder, its personnel, and agents shall indemnify the Purchaser against all liability in respect thereof

5.4 If so specified in the BDS, the Bidder's designated representative is invited to attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage

5.5 The Bidder is advised to submit any questions in writing to reach the Purchaser not beyond one week preceding the meeting

5.6 Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Documents. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Purchaser exclusively through the issue of an addendum and not through the minutes of the pre-bid meeting. Absence in the pre-bid meeting shall not be a cause for disqualification of a Bidder.

6 Amendment of Bidding Document

6.1 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 corrigendum. In case of e-procurement, corrigendum / amendment shall be published on <http://eprocure.gov.in/eprocure/app>.

6.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Purchaser. The Purchaser shall also promptly publish the addendum on the Purchaser's web page

6.3 The Purchaser may, at its discretion to give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, extend the deadline for the submission of bids

C. Preparation of Bids

7 Cost of Bidding

7.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

7.2 The Purchaser will not be responsible for any typographical errors/ambiguity/additions/omissions committed while filling up of the tender by the bidder

8 Language of Bid

8.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern

- | | | | |
|----|--|------|--|
| 9 | Documents Comprising the Bid | 9.1 | <p>The tender/Bid shall be submitted online in two parts, viz., Technical Bid and Commercial Bid.</p> <p>9.1.1 TECHNICAL BID:</p> <p>The documents specified in the BDS are to be scanned and uploaded as part of the Technical Bid as per the tender document:</p> <p>All the original documents as well as the original payment instrument like Demand Draft/Bank Guarantee /Pay order or banker cheque of any scheduled bank against EMD, samples as specified in this tender document have to be sent to the address of the Purchaser mentioned in Bid Data Sheet (BDS) by post/speed post/courier/by hand on or before bid Submission closing date & time. Beyond that the tender shall be summarily rejected without assigning any reason.</p> <p>9.1.2 COMMERCIAL BID:</p> <p>The commercial bid comprises of :</p> <ul style="list-style-type: none"> (a). Scanned copy of Tender Form (Price Bid) (b). Price bid in the form of BoQ_XXXX.xls. (c). Scanned copy of item-wise break up of price bid. <p>The Price bid format is provided as BoQ_XXXX.xls along with this Tender Document at https://eprocure.gov.in/eprocure/app. Bidders are advised to download this BoQ_XXXX.xls and quote their offer/rates in the prescribed column. Bidders can quote Basic Price in INR or CURRENCY (for other than INR), in the prescribed column and upload the same in the commercial bid.</p> |
| | | 9.2 | In addition to the above requirements, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement, there to. |
| | | 9.3 | The Bidder shall furnish in the Tender Forms information on Commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid. |
| 10 | Tender Forms and Price Schedules (BOQ) | 10.1 | Tender Forms and Price Schedules (Bill of Quantity-BOQ) shall be prepared using the relevant forms furnished in Section IX, Bidding Forms and BOQ provided. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. |
| 11 | Alternative Bids | 11.1 | Unless otherwise specified in the BDS, alternative bids shall not be considered. |
| 12 | Bid Prices and Discounts | 12.1 | <p>The prices and discounts quoted by the Bidder in the Tender Forms and in the Price Schedules (BOQ) shall cover all his obligations under the tender and conform to the requirements specified as under.</p> <ul style="list-style-type: none"> (a). All lots (contracts) and items must be listed and priced separately in the Price Schedules (BOQ). (b). The price to be quoted in the Tender Forms shall be the total price of the bid, excluding any discounts offered. (c). The Bidder shall quote any discount and indicate the methodology for their application in the Tender Forms. (d). Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid |

submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

- 12.2 If so bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the BDS, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted provided the bids for all lots (contracts) are opened at the same time.
- 12.3 Prices shall be quoted as specified in each Price Schedule (BOQ) as provided. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible country. Prices shall be entered in the following manner:
- (a). For Goods manufactured in India:
 - (i). the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
 - (ii). any taxes payable on the Goods, if the contract is awarded to the Bidder; and
 - (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) as specified in the BDS.
 - (b). For Goods manufactured outside India, to be imported:
 - (i). the price of the Goods quoted under Carriage and Insurance Paid (CIP) Model up to named place of destination in India as specified in the BDS;
 - (ii). the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the BDS;
 - (c). For Goods manufactured outside India, already imported: Not allowed.
- 13 Currencies of Bid and Payment 13.1 The currency (ies) of the bid and the currency (ies) of payments shall be as specified in the BDS. The Bidder shall quote in Indian Rupees the portion of the bid price that corresponds to expenditures incurred in Indian Rupees, unless otherwise specified in the BDS.
- 14 Documents Establishing the Eligibility and Qualifications of the Bidder 14.1 To establish Bidder's their eligibility, Bidders shall complete : The Tender Form (Techno Commercial Un-Priced Bid & Priced Bid), included in Section-IX, Bidding Forms. The submitted documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction

- (a). that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IX, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in India;
 - (b). that, if required in the BDS, in case of a Bidder not doing business within India, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
 - (c). that the Bidder meets each of the qualification criterion.
- 15 Period of Validity of Bids 15.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non responsive.
- 15.2 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. A Bidder may refuse the request without forfeiting its Earnest Money Deposit (EMD). A Bidder acceding to the request will neither be required nor permitted to modify the bid.
- 15.3 Bid evaluation will be based on the bid prices without taking into consideration the above modifications.
- 16 Bid Security 16.1 The Bidder shall furnish as part of its bid, a bid security, as specified in the BDS, in original form the amount and currency as specified in the BDS
- 16.2 If a bid security is specified , the bid security shall be a demand guarantee in any of the following forms at the Bidder's option :
- (a). an unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company);
 - (b). an irrevocable letter of credit;
 - (c). a banker's cheque or Demand Draft ; or
 - (d). any other security as specified in the BDS of a reputed source from an eligible country. If the unconditional guarantee is issued by a financial institution located outside India, the issuing financial institution shall have a correspondent financial institution located in India to make it enforceable The bid security shall be valid for forty five (45) days beyond the original validity period of the bid, or beyond the extended period
- 16.3 If a Bid Security is specified, any bid not accompanied by a substantially responsive Bid Security, shall be rejected by the Purchaser as non-responsive
- 16.4 If a Bid Security is specified, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security
- 16.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security
- 16.6 The Bid Security of the bidder may be forfeited or the Bid Securing Declaration executed:
- (a). if he withdraws from the bid during the period of bid validity specified by the Bidder on the Tender Forms, or any extension thereto provided by the Bidder ; or
 - (b). if he being successful Bidder fails to:
 - (i). sign the Contract; or
 - (ii). furnish a performance security.

		16.7	The bid security of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable entity at the time of bidding, the bid security shall be in the names of all members as named in the letter of intent.
		16.8	The Micro Small and Medium Enterprises registered with NSIC for the particular trade/item for which the items is relevant are exempted from paying of tender fees and bid security provided that the registration is current. Copy of the registration certificate to be uploaded.
D. Submission and Opening of Bids			
17	Sealing and Marking of Bids	17.1	The Bidder shall submit the bids electronically, through the e-procurement system (https://eprocure.gov.in/eprocure/app). Any document submitted through any other means will not be considered as part of the Bid except for the Originals as asked for in this tender. The bids shall be signed digitally by person who can be held responsible to fulfill all the obligations of the tender.
18	Deadline for Submission of Bids	18.1	The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended
19	Late Bids	19.1	The e-Procurement system would not allow any late submission of bids after due date and time as per server system. After electronic online proposal submission, the system generates a unique identification number which is time stamped. This shall be treated as acknowledgement of the proposal submission
20	Withdrawal, Substitution, and Modification of Bids	20.1	A Bidder may withdraw, substitute, or modify its bid on the e-procurement system before the date and time specified but not beyond.
		20.2	No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Tender Forms or any extension thereof Modification/Withdrawal of the Bid sent through any other means shall not be considered by the Purchaser
21	Bid Opening	21.1	The Purchaser shall open the bids as per electronic bid opening procedures specified in Central Public Procurement Portal (CPPP) at the date and time specified. Bidders can also view the bid opening by logging on to the e-procurement system. Specific bid opening procedures are laid down at https://eprocure.gov.in/eprocure/app under the head –Bidders Manual Kit. The bidder will be at liberty to be present either in person or through an authorized representative at the time of opening of the Bid or they can view the bid opening event online at their remote end. Price Bids of only those bidders shall be opened whose technical bids qualify
		21.2	The withdrawn bid will be available in the system therefore will not be considered, If bidder once withdraws the bid then he will not be able to participate in the respective tender again. Modification to the bid shall be opened and read out with the corresponding bid. Only bids that are opened and read out at bid opening shall be considered further.
		21.3	The Purchaser shall prepare a record of the bid opening that shall include the name of the Bidder; whether there is a withdrawal substitution, or modification; the Bid Price including any discounts and alternative bids; and the presence or absence of a bid security, if one was required. The Bidders' representatives who are present in the office of the Purchaser to witness the bid opening shall be requested to sign the record. The omission/refusal of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be made available on the e-procurement system.

E. Evaluation and Comparison of Bids

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| 22 | Confidentiality | 22.1 | Information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with the bidding process until information on Contract Award is communicated to all Bidders. |
| | | 22.2 | 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. If the Bidder wishes to bring additional information to the notice of the Purchaser it should be done in writing. |
| | | 22.3 | Any effort by a Bidder to influence the purchaser in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid. |
| 23 | Clarification of Bids | 23.1 | To assist in the examination, evaluation, comparison of the bids, And qualification of the Bidders, the Purchaser may, at its Discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids. |
| | | 23.2 | If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected |
| 24 | Determination of Responsiveness | 24.1 | The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself |
| | | 24.2 | A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
(a). if accepted, would
(i). affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
(ii). limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
(iii). if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids |
| | | 24.3 | The Purchaser shall examine the technical aspects of the bid submitted in accordance with instructions specified in tender document, in particular, to confirm that all requirements enumerated in the Schedule of Requirements' Section-VI have been complied with, without any material deviation or reservation or omission. |
| | | 24.4 | If a bid is not responsive to the requirements of Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation or omission |
| 25 | Conversion to Single Currency | 25.1 | For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as specified in the BDS |
| 26 | Margin of Preference | 26.1 | Unless otherwise specified in the BDS, a margin of preference shall not apply. |
| 27 | Evaluation of Bids | 27.1 | The Purchaser shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted |
| | | 27.2 | To evaluate a Bid, the Purchaser shall consider the following:
(a). evaluation will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price
(b). price adjustment due to discounts offered;
(c). converting the amount resulting from above, if relevant, to a single currency; |

			(d). price adjustment due to quantifiable nonmaterial nonconformities in bids
		27.3	The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
		27.4	The Purchaser's evaluation of a bid shall exclude and not take into account: <ul style="list-style-type: none"> (a). in the case of Goods manufactured in the India, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder; (b). in the case of Goods manufactured outside India, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder; (c). any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
		27.5	The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids.
28	Comparison of Bids	28.1	The Purchaser shall compare the evaluated prices of all Bid substantially responsive bids established to determine the lowest evaluated bid. The comparison shall be on the basis of CIP- Carriage and Insurance Paid to (place of destination) prices for imported goods and EXW – Ex Works (named place of delivery)prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within India, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods.
29	Qualification of the Bidder	29.1	The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria.
		29.2	The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder
		29.3	An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily
30	Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids	30.1	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 contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders
F. Award of Contract			
31	Award Criteria	31.1	The Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided the Bidder is determined to be qualified to perform the Contract satisfactorily.
32	Purchaser's Right to Vary Quantities at Time of Award	32.1	At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI, Schedule of Requirements, provided

- this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents
- 33 Notification of Award
- 33.1 Prior to the expiration of the period of bid validity, the Purchaser shall, notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the –Letter of Acceptance) shall specify the sum that the Purchaser will pay the Supplier in consideration of the supply of Goods (hereinafter and in the Conditions of Contract and Contract Forms called –the Contract Price). At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding
- 33.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract
- 33.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after notification of award, requests in writing the grounds on which its bid was not selected.
- 34 Signing of Contract
- 34.1 Promptly after notification, the Purchaser shall send the Contract successful Bidder the Agreement. Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
- 34.2 Notwithstanding anything contained in clause 34.2, in case signing of the Contract Agreement is prevented by any export/import restrictions attributable to the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser that signing of the Contact Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract
- 35 Performance Security
- 35.1 Within twenty eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the General Conditions of Contract (GCC), using for that purpose the Performance Security Form included in Section-X, Contract Forms, or another Form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in India. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.
- 35.2 The performance security shall remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations including warranty obligations, if any.

Section III. Bid Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). In case of inconsistency, the provisions herein shall prevail over those in ITB.

Clause no of Section II	A. General
1.Scope of work	<p>e-TENDER FOR PROCUREMENT OF FOURIER TRANSFORMATION INFRA RED SPECTROPHOTOMETER (FTIR) FOR LABORATORIES OF TEXTILES COMMITTEE AT COCHIN INTERNATIONAL CONTAINER FREIGHT STATION (CICFS), COCHIN AND JAWAHARLAL NEHRU PORT TRUST,(JNPT) NAVI MUMBAI</p> <p>1. Site address for Cochin: Textiles Committee (Ministry of Textiles, Govt. of India), International Container Fright Station(CICFS), Old Anavathil Junction, ICTT Road, Udyog Mandal (PO), Kalmasseri, COCHIN- 683 501.</p> <p>2. Site address for JNPT, Navi Mumbai: Textiles Committee (Ministry of Textiles, Govt. of India), Ground Floor Port Users Building, Jawaharlal Nehru Port Trust, Nhava Sheva, NAVI MUMBAI- 400 707.</p> <p>The Purchaser is</p> <p style="text-align: center;">TEXTILES COMMITTEE (Govt. of India, Ministry of Textiles) Laboratory Division, P. Balu Road, Prabhadevi Chowk, Prabhadevi, Mumbai- 400 025 Tel: 022-66527519/520 Fax: 022-66527588 E-mail: tclabmumbai@gmail.com & dlab.tc@nic.in Website: www.textiles committee.gov.in</p>
3.1. Eligible Bidders	A bidder can be a manufacturer / authorized agent of Fourier Transformation Infra Red Spectrophotometer (FTIR) and who fulfils all the conditions as laid down in the prequalification.
	B. Contents of Bidding Documents
4.4 Sections of Bidding Document	The bidder shall be deemed to have full knowledge of documents and no extra charges consequent on any misunderstanding or otherwise shall be allowed.
5. Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting	<p>Any question regarding the tender document and discrepancies shall be directed to the Tender Issuing Authority i.e. The Director (Laboratories), Laboratory Division, Textiles Committee, Mumbai in writing any time before 3 days prior to the due date of submission of tender. Alternatively, it can be clarified in the pre-bid meeting. The clarifications received one day before the pre-bid meeting will be clarified during the pre-bid meeting. The Tender Issuing Authority will issue all clarifications, interpretations, meanings and specific directions, if any, through the Central Public Procurement Portal for e Procurement i.e. https://eprocure.gov.in/eprocure/app.</p> <p>Pre Bid meeting: 22nd January 2019, 11.00 hrs. Venue: Board Room, 5th Floor, Textiles Committee, P. Balu Road, Prabhadevi, Mumbai- 400 025</p>
6. Amendment of Bidding Document	Modifications, if any, made in the above documents will be done by addenda / corrigenda, which will be uploaded on the Central Public Procurement Portal for e Procurement i.e. https://eprocure.gov.in/eprocure/app . Same can be downloaded by the bidder. Bidder shall take into account the corrigendum/addendum before submitting bids online. The bidder shall not make any additions/ deletions to or amend the text of the documents except in so far as may be necessary to comply with any addenda / corrigenda issued. The bidders shall comply to various terms and conditions given at Section III for submitting the bids online.

	C. Preparation of Bids
7. Cost of Bidding	No claim for costs, charges, expenses incurred by the bidder in connection with preparation & submission of tender and for subsequent clarifications of their tender shall be accepted. Textiles Committee will not be responsible for any typographical errors/ambiguity/ additions /omissions committed while filling up of the tender by the bidder.
8. Language of Bid	The language of the bid is: English . All correspondence exchange shall be in English language. Language for translation of supporting documents and printed literature is English .
9. Documents Comprising the Bid	The Bidder shall submit the following documents along with the bids: 1. Technical bid <ol style="list-style-type: none"> 1. Statement confirming the Compliance to Technical specifications: 2. Details of the test Control Systems like computer and printer, compatible to the main instrument, which are to be supplied indigenously. 3. Brochure / catalogue giving the technical / specification details of the specific model of the Fourier Transform Infra Red Spectrophotometer (FTIR) /instruments quoted. 4. Letter indicating assumptions, criterion, technical alternative etc., if any. 5. Details of any special pre-installation requirements 6. List of Minimum required essential spares for next 2 years 7. Letter stating that the supply of spare parts for the model quoted is to be guaranteed at least for a period of 10 years after the supply & Installation of the Fourier Transform Infra Red Spectrophotometer (FTIR) at Textiles Committee. 8 Letter stating the down time in case of breakdowns during the warranty / post warranty AMC and the suggested alternatives in case of failures to put the system into working condition within the specified down time. 9 Full details of the person authorized to file the tender. 10 Profile of Manufacturer or Authorized agent. 11 Proof that the bidder is either i) manufacturer or ii) authorized agent for the instruments. 12 List of the customers of the same instrument preferably of the same model quoted during last 2 years. Provide name of the customer, contact person's name, address, phone No; fax No; etc. 13 Self attested copy of Power of Attorney in favor of the signatory signing the Tender documents. It is not required in case of proprietary firm if the proprietor himself signs the documents. 14 Financial statement duly certified by a bonafide Chartered Accountant of the bidder incorporating the turnover of business for the last 3 financial years. (15-16, 16-17 & 17-18) 15 Copy of current and Valid Income Tax PAN No. 16 Copy of GST Registration No. 17 Details of the Training and Hand holding support offered -clearly indicating the duration of activities. 18 Any other documents in compliance with the Tender. (To specify) 2. Commercial Bid <ol style="list-style-type: none"> 1. Covering letter along with Commercial Tender. 2. Instrument Price details in the format specified.
12.1 Bid Prices and Discounts	The rates quoted should be the Total landing cost of the Fourier Transform Infra Red Spectrophotometer (FTIR) including accessories to be supplied by import / indigenously, inside the laboratories of Textiles Committee at Cochin and JNPT, Navi Mumbai including installation cost, freight, agency commission, packing, forwarding, insurance, local taxes, custom clearing charges etc. Note: <u>Textiles Committee will provide the custom duty exemption certificate for the imported Fourier Transform Infra Red Spectrophotometer (FTIR)s. The supplier has to make the payment of applicable customs duties payable at the time of customs clearance. The actual customs duty paid by the supplier shall be reimbursed by Textiles Committee on submission of Tax payment receipt.</u> <u>Payment will be made for the rates quoted and no addition in terms of taxes will be admissible to these rates under any circumstances.</u>

	<p>The bidder shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender and about the rates quoted by him and cover all his obligations under the tender.</p> <p>The tender shall be verified by the bidder for accuracy in the arithmetical calculations, prior to submission.</p> <p>Rates quoted by the bidder shall be valid till 6 months from the date of opening of the Commercial bid.</p> <p>The Bidder shall not withdraw or revise or alter any conditions, rate(s) quoted within this stated period, unless he is called upon to do so on mutual agreement / negotiations.</p> <p>The Competent Authority of Textiles Committee reserves the right to forfeit the security deposit (EMD & Performance Security) if the bidder revokes or withdraws the tender within this stated period.</p>
13 Currencies of Bid and Payment	<p>The bidder shall quote in USD for items to be imported: viz. main instrument, important spares etc</p> <p>The bidder shall quote in Indian Rupees (INR) for the items etc. to be supplied indigenously viz. Computer, UPS, Voltage Stabilizer etc.</p>
14 Documents Establishing the Eligibility and Qualifications of the Bidder	<p>The following documents are to submitted as documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted.</p> <ol style="list-style-type: none"> 1. Statement confirming the Compliance to Technical specifications: 2. Letter stating that the supply of spare parts for the model quoted is to be guaranteed at least for a period of 10 years after the supply & Installation of the Fourier Transform Infra Red Spectrophotometer (FTIR) at Textiles Committee. 3. Letter stating the down time in case of breakdowns during the warranty / post warranty AMC and the suggested alternatives in case of failures to put the system into working condition within the specified down time. 4. Full details of the person authorized to file the tender. 5. Profile of Manufacturer or Authorized agent. 6. Proof that the bidder is either i) manufacturer or ii) authorized agent for the instruments. 7. List of the customers of the same instrument preferably of the same model during Last 2 years. Provide name of the customer, contact person's name, address, phone No; fax No; etc. 8. Self attested copy of power of attorney in favor of the signatory signing the Tender documents. It is not required in case of proprietary firm if the proprietor himself signs the documents. 9. Financial statement duly certified by a bonafide Chartered Accountant of the bidder incorporating the turnover of business for the last 3 financial years (15-16, 16-17 & 17-18). 10. Copy of current and Valid Income Tax PAN No. 11. Copy of GST Registration Certificate. 12. Details of the Training and Hand holding support offered - clearly indicating the duration of activities.
15. Period of Validity of Bids	180 days or extended validity period as agreed upon mutually by the purchaser and the bidder.
16. Bid Security	<p>Bidder shall submit interest free Earnest Money Deposit (EMD) of Rs 1.00 lacs. The instrument should carry the Tender ID, Tender Ref. No. generated from the Central Public Procurement Portal for e Procurement i.e. https://eprocure.gov.in/eprocure/app on the reverse side.</p> <p>Bidder shall submit Earnest Money Deposit (EMD) either in the form of Demand Draft / Pay Order / Banker's Cheque in favour of "Textiles Committee" payable at Mumbai and it shall be interest free. The Demand Draft / Pay Order / Banker's Cheque towards EMD submitted should be valid for at least 60 days from the date of opening of the Commercial bid.</p> <p>The EMD of the unsuccessful bidders will be returned within 2 months from the date of opening the technical bids.</p>
	D. Submission and opening of Bids
17 Sealing and Marking of Bids	<p>The tender shall be digitally signed by the authorized person uploading the bid on the Central Public Procurement Portal for e Procurement i.e. https://eprocure.gov.in/eprocure/app.</p> <p>If the tender is submitted by a proprietary firm, it shall be signed by the proprietor with company seal. If the tender is submitted by a partnership firm, it shall be signed by all the partners of the firm or by a partner holding the power of attorney for the firm for signing the tender with the company seal, in which case, a self attested copy of power of attorney shall accompany the technical tender.</p>

	If the tender is submitted by a limited company or a corporation, it shall be signed by a duly authorized person or the person holding the power of attorney for signing the tender with the company seal, in which case a self attested copy of the power of attorney shall accompany the technical tender.
25. Conversion to Single Currency	For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into INR. The conversion rate of USD will be the RBI rate Prevailing on the date of opening of the commercial bid.
27. Evaluation of Bids	The price of the main instrument converted to INR including + indigenously supplied accessories like computer, printer, UPS + Non Comprehensive AMC cost etc. will be taken for evaluation and comparison.
	E. Award of Contract
32.1 Purchaser's Right to Vary Quantities at Time of Award	The Purchaser reserves the right to increase or decrease the quantity of items originally specified in Section VI, Schedule of Requirements, by 50% of the originally specified quantity.
34. Signing of Contract	The successful bidder shall sign and return copy of Award of contract placed with him, as a token of acceptance of the terms and conditions. The bidder shall also enclose the applicable performance security in the form of DD or BG in favour of Textiles Committee payable at Mumbai. The successful bidder shall submit the agreement in the prescribed format as given at section contract forms for release of purchase order.
35. Performance Security	The successful bidder shall have to deposit an amount of 10% of the total value of the contract towards interest free Security Deposit and retention money, in the form of Demand Draft (DD) or Bank Guarantee (BG) as per the format given at Enclosure-2. This performance security shall be submitted along with the acceptance of the Award of contract. The Performance Security shall remain valid for a period of <u>60 (sixty) days</u> beyond the date of completion of all contractual obligations including warranty obligations.

Section IV. Prequalification:

1. The bidder is i) either manufacturer or ii) an authorized agent of the instrument for which the Tender is submitted.
2. Compliance to all the technical specifications as specified under PART 2 – Supply Requirements - Section VI. Schedule of Requirements - 2. Technical Specifications should be confirmed with the details of the specifications offered against the requirement and the authorized person should sign the same.
3. Submitted the following documents :
 1. List of the customers of the same instrument preferably of the same model during Last 2 years The list should Provide name of the customer, contact person's name, address, phone No; fax No; etc
 2. Financial statement of the bidder incorporating the turnover of business for the last 3 years and it should be submitted along with the Technical bid. (Business turnover of the bidder should be Rs.15.00 lakhs in case of bidders who are the authorised agents/company agents and Rs.150.00 lakhs in case of the bidders who are manufacturers of the instrument).
 3. Current and Valid Income Tax PAN No.
 4. Copy GST registration certificate.
 5. Power of attorney authorizing the person who has filed the tender, wherever applicable.
 6. **Brochure / catalogue giving the technical details** of the specific model of the Fourier Transform Infra Red Spectrophotometer (FTIR) / instruments quoted.
 7. Letter stating that **the supply of spare parts for the model quoted is guaranteed at least for a period of 10 years after the supply & Installation of the Fourier Transform Infra Red Spectrophotometer (FTIR) at Textiles Committee.**
 8. Letter stating that after successful installation, in case of breakdowns during the warranty / AMC post warranty, the minimum down time of Fourier Transform Infra Red Spectrophotometer (FTIR)/instrument is to be specified. If the identified firm or person fails to put the system into working condition within the specified down time, alternatives to be provided to maintain the specified minimum down time.
 9. Letter specifying the details of the Test Control Systems like computer and printer, compatible to the main instrument, are to be supplied indigenously. (The items are to be branded ones with latest configuration and with licensed operating system. **Assembled models and unlicensed operating system will not be accepted**).
 10. Letter containing the details of Training & Handholding support offered.
4. The successful bidder of the Fourier Transform Infra Red Spectrophotometer (FTIR) should provide adequate training for at least 2 technical personnel of the laboratories per Fourier Transform Infra Red Spectrophotometer (FTIR) including trouble shooting etc. and making them confident of operating the Fourier Transform Infra Red Spectrophotometer (FTIR) independently. In case of major and sophisticated instruments specified under Category –I, the successful bidder should give training in the following 3 phases:
 - i. **Phase-1: - Basic theory, application (Textiles testing) and operational technique of the Fourier Transform Infra Red Spectrophotometer (FTIR):** The purpose is to train Textiles Committee officials in fundamental aspects on the above. This will be an open house classroom training of 1 – 2 days duration at a mutually convenient venue and dates, to & fro (including local conveyance), lodging and boarding charges for minimum 2 persons per Fourier Transform Infra Red Spectrophotometer (FTIR) is to be borne by the successful bidder.
 - ii. **Phase-2: - Installation and application training:** This will be conducted for a period of 5 days at the time of actual installation of the instrument. This involves hands on experience on the instrument, customized applications related to textile testing explaining complete capabilities of the software and brief trouble shooting, routine maintenance including application technique, if any.
Phase-3: - Advanced training on Instrument operation and application: This will be conducted at the application / training centre after completion of the 2nd stage training for at least two persons per equipment/instrument for a period of 5 days. Boarding, lodging, to & fro local conveyance, airfare and training expenses of the trainee has to be borne by the successful bidder.
In addition to above training, continuous ongoing support in application area from the supplier and their principal abroad are to be provided. Further any information update on the advancements in research / publications / journals should be provided at least for a minimum period of five years.

Section V. Policy of Textiles Committee against the Corrupt and Fraudulent Practices

Textiles Committee strictly adheres to its policy against corruption and requires that bidders and their agents, subagents, sub-contractors, suppliers etc. shall not indulge in any kind of corrupt practices, fraudulent practices, collusive practices, coercive practices, obstructive practices or other kinds of corruption declared as crimes under Indian law.

- a) If bidder or their agents, subagents, sub-contractors, suppliers etc. are found, directly or indirectly, involved in such practices, bid or agreement and execution thereof at any stage may be rejected or cancelled as the case may be by the Textiles Committee and besides it , Textiles Committee may initiate legal actions including civil and criminal proceeding.

For the purpose of this provision the terms are defined as follows:

- (i) –“Corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;¹;
- (ii) –“Fraudulent Practices” is any act or omission including a misrepresentation which knowingly or recklessly made to mislead another party to obtain financial or other benefit or to avoid an obligation;²
- (iii) –“Collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;³
- (iv) –“Coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;⁴

- 1 For the purpose of this sub-paragraph, –*another party* refers to a public official acting in relation to the procurement process or contract execution. In this context, –*public official* includes Textiles Committee staff and employees of other organizations taking or reviewing procurement decisions.
- 2 For the purpose of this sub-paragraph, –*party* refers to a public official; the terms –*benefit* and –*obligation* relate to the procurement process or contract execution; and the –*act or omission* is intended to influence the procurement process or contract execution.
- 3 For the purpose of this sub-paragraph, –*party* refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.
- 4 For the purpose of this sub-paragraph, –*party* refers to a participant in the procurement process or contract execution.

- (v) –“Obstructive practice” is: deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

- b) Besides actions under clause (a) Textiles Committee may also take action to blacklist such bidder either indefinitely or for a specified period.

PART 2 – Supply Requirements

Section VI. Schedule of Requirements

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- 1. List of Goods and Delivery Schedule
- 2. Technical Specifications

1. List of Goods and Delivery Schedule

Line Item No.	Description of Goods	Quantity	Physical Unit	Final (Project Site) Destination as specified in BDS	Delivery Date	
					Earliest Delivery Date	Latest Delivery Date
1	Fourier Transformation Infra Red Spectrophotometer (FTIR)	2	Nos.	Laboratories of Textiles Committee at 1.Cochin international container freight station (CICFS), old Aanavathil Junction, ICTT Road, Kalamassery, Cochin and 2. PUB building, Jawaharlal Nehru Port Trust,(JNPT) Navi Mumbai		

Note:

- 1. The number of instruments being procured is tentative and liable to change without assigning any reason. It may be increased or decreased depending on demand.

2. Technical Specifications:

TECHNICAL SPECIFICATIONS OF FOURIER TRANSFORMATION INFRARED SPECTROPHOTOMETER (FTIR):

Sr. No.	Particulars	Technical Specification / Requirement
1.	Basic Features	<p>This Fourier Transform Infra Red Spectrophotometer (FTIR) is required for the qualitative analysis of fibres, polymers, polymer quoting and other analytical applications based on the needs from time to time. The specifications of the Fourier Transform Infra Red Spectrophotometer (FTIR) should be as follows: FTIR Spectrophotometer covering specified spectral range. Moisture-free and controlled atmosphere within the sealed optical compartment to ensure rapid and trouble free access to higher range without the need for purging is required. The beam splitter of Germanium coated with Zinc Selenide (Zn Se).</p> <p>The interferometer windows to be coated with moisture resistant Zn Se material so as to be completely air sealed for efficient protection.</p> <p>The interferometer must be permanently aligned. Interferometer design. System that require alignment (either manual or automatic) are not acceptable.</p> <p>The interferometer bearing mechanism must be wear-free (frictionless) design to ensure unlimited lifetime. Bearings with wear are not acceptable as they require frequent maintenance and costly exchange. Warranty of the interferometer, Laser should be for 10 years and source 5 years .</p>
2	Spectral range (Wave number)	500 to 6000 cm ⁻¹ or better
3	Signal to noise	signal-to-noise ratio (Peak to Peak value): 50000:1 or better
4	Wave number accuracy	0.7 cm ⁻¹ or better over entire range
5	Spectral resolution	1.0 cm ⁻¹ or better over entire range
6	Detector	High intensity Ceramic infra-red source with high sensitivity recovery - Deuterated Triglycine Sulfate (DTGS) detector.
7	Source	High intensity source.
8	Software and data handling	<p>I. Latest / windows10 operating system compatible software to control all the instrument functions and Communication interface. Required system controlled through using appropriate software and interphases for quick and reliable data acquisition and analysis, Require software able to perform operations like Qualitative and Quantitative analysis of spectra perform Scan background scan, File save, display spectrum in different colours, Spectral calculator, spectral comparison, Processes, difference, derivative smooth, interpolation, normalize and baseline correction etc. Printing basic export like export to ASCII and EPS format in both Mid IR and NIR region. The software having PLS/PCR/CLS/Beer's law as standard featured is required.</p> <p>II. Processing 1st – 4th derivative with a variable filter, smooth (Savitsky-Golay, moving average and triangular), difference, normalization, A, %T, %R, KM, LOG (1/Processing R), ordinate modes, cm-1, nm and micron abscissa modes, +, -, *, /, difference, baseline correction, smooth, deconvolution, normalize, apex, interpolate, blank, Kubelka-Munk conversion, Kramers-Kronig, ATR correction, film thickness, spectral purity measurement peak table, peak height and peak area.</p>

Sr. No.	Particulars	Technical Specification / Requirement
		<p>III. Spectrometer components like source, laser, detector, and interferometer must be continuously monitored for operation within factory specifications. The operator must be immediately notified by system software if any of the factory specifications are not met. The software must offer detailed information about the nature of the failure and suggest possible remedy.</p> <p>IV. Optical components like detector and source must be electronically coded, so that these components are automatically recognized when placed in the spectrometer. Appropriate parameter must be automatically transferred to the application software.</p> <p>V. Software to control all the functions required for infrared analyses, instrument control, data manipulation & analysis.</p> <p>VI. Spectral comparison algorithm and Euclidean searching available. Spectral searching against commercially available or customer developed libraries. Software should be fully GLP, GMP compliant with audit trails, multilevel password protection and report generation in Acrobat format.</p> <p>VII. Software to have provision for multilevel validation which should include measurement of energy of background spectra, wavelength accuracy, resolution check, repeatability of wave number and transmittance.</p> <p>VIII. The system should come with inbuilt NIST traceable Polystyrene film along with calibration and IQ & PQ with 3 years validity certificate.</p> <p>IX. Should provide library of, organic, inorganic Polymer compounds, Textiles, Plastic, Rubber, Paints & coating (min: 10,000 compounds)</p>
9	Accessories	ATR (Attenuated Total Reflectance) with mono lithic diamond crystal along with exchangeable germanium crystal plate. Sampling accessories for measurement of liquid, films, pastes, mulls, volatiles and powder samples without making pellets. Hydraulic Pellet Press 15 ton, Agate & Pestle etc, KBr Die set.
10	Additional accessories	Suitable / 2 KVA UPS with minimum 30 min backup and essential spares as applicable for at least two years (should be quoted separately).
11	Computer	Latest configuration PC: PC/Laptop Windows10, 500 GB HD, 4 GB RAM; Adobe Acrobat and suitable Laserjet Printer (hp) of authorized suppliers (should be quoted separately). Assembled PC with unlicensed software will not be accepted.
12	Training & Hand holding Support	<p>Training should be imparted to at least 2 technical personnel in 3 phases as follows</p> <ul style="list-style-type: none"> i) Basic technique – 1-2 day. ii) During installation – 5 days. iii) Application centre/training centre- 5 days. <p>In addition to the training, handholding support to minimum 2 of the Technical personnel per FTIR should be provided as and when required throughout the warranty period of 2 years by online / deployment of Service engineer so as to make the Technical personnel efficient in handling the instrument.</p>
13	Warranty	Minimum 2 years for the whole unit, can quote for more. Should provide Hardware support up to 10 years and source 5 years.
14	Suitability of power supply	Suitable for 230V ± 10V, 50 Hz
15	AMC	Non Comprehensive AMC for 5 years after 2 years warranty.

PART - 3 Contract

Section VII. General Conditions of Contract

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1	Definitions	1.1	<p>The following words and expressions shall have the meanings hereby assigned to them:</p> <p>“Textiles Committee” means Textiles Committee established under the Textiles Committee Act 1963.</p> <p>“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.</p> <p>“Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.</p> <p>“Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.</p> <p>“Day” means calendar day.</p> <p>“Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.</p> <p>“GCC” means the General Conditions of Contract.</p> <p>“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.</p> <p>“The Project Site,” term where applicable, means the place of work named in the Special Conditions of Contract (SCC).</p> <p>“Purchaser” means Textiles Committee, and other entities of the Textiles Committee competent for purchasing Goods and Services, as specified in the SCC.</p> <p>“Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.</p> <p>“SCC” means the Special Conditions of Contract.</p> <p>“Subcontractor” means any 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.</p> <p>“Supplier” means the 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.</p>
2.	Contract Documents	2.1	<p>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.</p>
3	Corrupt and Fraudulent Practices	3.1	<p>The Textiles Committee requires compliance with its policy against the corrupt and fraudulent practices as set forth Section- V.</p>
		3.2	<p>The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include the name and address of the agent or other party, the amount and currency and the purpose of the commission, gratuity or fee.</p>
4	Interpretation	4.1	<p>Unless the context requires otherwise, singular means plural and vice versa</p>
		4.2	<p>The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.</p>
		4.3	<p>Amendment</p> <p>No amendment or other variation of the Contract shall be valid unless it is reduced to writing, dated, expressly refers to the Contract, and is signed by the duly authorized representative of each party thereto.</p>
		4.4	<p>Nonwaiver</p> <p>(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of</p>

the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

		4.5	Severability If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
5	Language	5.1	The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in any language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, such translation shall govern
		5.2	The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.
6	Joint Venture, Consortium or Association	6.1	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.
7	Eligibility	7.1	The Bidder should not have been declared insolvent by the competent court.
		7.2	The Bidder should not be disqualified for contract under the law of the land.
		7.3	The Bidder should not be adjudged defaulter of Tax Payment under Income Tax Law or any other Law for the time being in-force
		7.4	The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. Nationality must be disclosed by the supplier
		7.5	All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
8	Notices	8.1	Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term –in writing means communicated in written form with proof of receipt.
		8.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
9	Governing Law	9.1	The Contract shall be governed by and interpreted in accordance with the laws of India, unless otherwise specified in the SCC.
		9.2	Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in India when (a) as a matter of law or official regulations, India prohibits commercial relations with that country; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, India prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
10	Settlement of Disputes	10.1	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.
		10.2	If 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 settle the issue by arbitration, as hereinafter provided, as to the matter in dispute, no arbitration in respect of the matter be commenced unless such notice is given in accordance with this Clause for the final settlement of the matter. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.
		10.3	All questions, disputes and differences arising shall be referred by the Secretary, Textiles Committee to the sole arbitrator for arbitration under the provision of the Arbitrations and Conciliation Act, 1996.
11	Obligations during arbitrations	11.1	Notwithstanding any reference to arbitration in Clause 10, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Purchaser shall pay any amount due to the Supplier.
12	Scope of Supply	12.1	The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
13	Delivery and Documents	13.1	Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.
14	Supplier's Responsibilities	14.1	The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
15	Contract Price	15.1	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, with the exception of any price adjustments authorized in the SCC.
16	Terms of Payment	16.1	Ordinarily, payments for services rendered or supplies made shall be released only after the services have been rendered or supplies appropriate to the requirement made. However in following cases advance payments may be made if specified in SCC: (i) Advance payment demanded by firms holding maintenance contracts for servicing of Air-conditioners, computers, other costly equipment, etc. (ii) Advance payment demanded by firms against fabrication contracts, turnkey contracts etc.
			Such advance payment should not exceed the following limits :- (i) Thirty percent of the contract value to private firms; (ii) Forty percent of the contract value to a State or central Government agency or a Public Sector Undertaking; or (iii) In case of maintenance contract, the amount should not exceed the amount payable for six months under the contract.
		16.2	The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.
		16.3	Payments shall be made promptly by the Purchaser, within ninety (90) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
		16.4	The currencies in which payment shall be made to the supplier under this contract shall be Indian currency unless otherwise agreed
17	Taxes and Duties	17.1	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.
		17.2	For goods Manufactured within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
		17.3	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in India, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent or country or origin, the supplies shall provide benefit from any such tax saving to the purchaser.
18	Performance Security	18.1	If required as specified in the SCC, the Supplier shall, within twenty-one (21)

			days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC.
		18.2	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
		18.3	As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser.
		18.4	Performance security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligation.
		18.5	Bid security shall be refunded to the successful bidder within 30 days of receipt of performance security.
19	Copyright	19.1	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
20	Confidential Information	20.1	The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20
		20.2	The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.
		20.3	The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that: <ul style="list-style-type: none"> (a). now or hereafter enters the public domain through no fault of that party; (b). can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or (c). otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
		20.4	The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
		20.5	The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.
21	Subcontracting	21.1	The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later on shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract
		21.2	Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.
22	Specifications and Standards	22.1	Technical Specifications and Drawings <ul style="list-style-type: none"> (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section-VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin or India. (b) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the

			Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.
23	Packing and Documents	23.1	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. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, 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.
		23.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.
24	Insurance	24.1	Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or Damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.
25	Transportation and Incidental Services	25.1	The Supplier is required under the Contract to transport the Goods to a specified place of final destination within India, defined as the Project Site, transport to such place of destination in India, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the "Contract Price"; or any other agreed upon trade terms (specify the respective responsibilities of the Purchaser and the Supplier)
		25.2	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: <ul style="list-style-type: none"> (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
		25.3	Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services otherwise shall be at the cost of suppliers.
26	Inspections and Tests	26.1	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.
		26.2	The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in India as specified in the SCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
		26.3	The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
		26.4	Whenever the Supplier is ready to carry out any such test and inspection, it shall give a 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.
- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier, if permitted by the purchaser, shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall absolve the Supplier from any warranties or other obligations under the Contract.
- 27 Liquidated Damages
- 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.
- 28 Warranty
- 28.1 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.
- 28.2 Subject to Sub-Clause 22.1(b) of GCC, 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
- 28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twenty four (24) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or warranty period mentioned by supplier whichever period concludes later unless mutually agreed.
- 28.4 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.
- 28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC; the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
- 29 Patent Indemnity
- 29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, 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.
		29.2	If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at 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
		29.3	The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
30	Force Majeure	30.1	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, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
		30.2	If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably possible, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
		30.3	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.
31	Change Orders and Contract Amendments	31.1	The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following <ul style="list-style-type: none"> (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 shipment or packing; (c) the place of delivery; and (d) the Related Services to be provided by the Supplier.
		31.2	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 in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.
		31.3	Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
		31.4	Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
32	Extensions of Time	32.1	If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. 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, in which case the extension shall be ratified by the parties by amendment of the Contract.
		32.2	Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 32.1.

33 Termination

33.1 Termination for Default

- (a). The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 32;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 33.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

33.2 Termination for Insolvency.

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

33.3 Termination for Convenience.

The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. 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.

The Goods that are complete and ready for shipment within twenty-eight (28) 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; and/or
- (b). to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

34 Assignment

34.1

Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

Section VIII. Special Conditions of Contract

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 Ref. Clause No.	SCC
5 . Language	Language of the contract is English
8 .Address to which notices are to be delivered	Communication Address: Director(Laboratories) Textiles Committee, Ministry of Textiles, Government of India Laboratory Division, P Balu Road, Prabhadevi Mumbai -400 025
10.2 Settlement of Disputes	Arbitration: In the event of any dispute or difference arising out of operation of this agreement, the same shall be referred to the sole arbitrator governed by the Arbitration & Conciliation Act 1996 and the sole arbitrator will be the Secretary, Textiles Committee or any other officer appointed by him whose decision shall be final and binding on both the parties.
13. Delivery and Documents	The successful bidder should take responsibility for delivering the instruments to the laboratories of Textile Committee, at the address specified in the Purchase Order. The delivery period of 4-6 weeks from the date of opening of L/C.
16.3 Terms of payment:	<p>i) 30% of the total price of the machinery/Fourier Transform Infra Red Spectrophotometer (FTIR) will be paid as advance on acceptance of award of contract and on the receipt of (1) Bank Guarantee for an equal amount valid for the duration up to delivery of the Fourier Transform Infra Red Spectrophotometer (FTIR). (Format of BG given at Enclosure-3). (2) Security deposit in the form of BG or DD for 10 % of the total value of the contract.</p> <p>ii) 40% of the ex-works price of the machinery/Fourier Transform Infra Red Spectrophotometer (FTIR) plus government levies will be paid against invoice and delivery of the Fourier Transform Infra Red Spectrophotometer (FTIR) in good condition.</p> <p>iii) 30% remaining amount including packing, freight and insurance charges will be paid after successful commissioning of the Fourier Transform Infra Red Spectrophotometer (FTIR), demonstration of satisfactory performance and imparting training to the technical personnel of the laboratories concerned.</p>
Performance security 18.1	The successful bidder shall have to deposit an amount of 10 % of the total value of the contract towards interest free security deposit. The performance security submitted shall be valid for at least two months after the expiry of all contractual obligations.
18.3	Performance Security shall be paid in the form of Demand Draft (DD) or Bank Guarantee (BG) as per the format given
21.1 Sub-contracting	Orders for the supply of instruments, once placed with successful bidder is non transferable and no subcontracting is permitted. Textiles Committee reserves the right to cancel the order in such event.
23.2 Packing and Documents	In case of short supply or wrong supply of instrument and its accessories or supply of instrument and its accessories in damaged conditions, it is the responsibility of the successful bidder (supplier) to arrange for the supply of the required instruments within 30 days as per the purchase order, Any additional expenditure, whatsoever, for the above will be borne by the successful bidder only.
24 Insurance	It is the sole responsibility of the supplier viz. successful bidder to process insurance claim in case, if instruments are received in fully or partly damaged condition or missing in transit. No extra payment will be borne by Textiles Committee towards clearing charges, freight or any other charges whatsoever for rectifying /replacement of the damaged instruments.
26 Inspections and Tests	To make a presentation of the products to be supplied by us, before the Purchase Sub-Committee, and demonstrate the suitability of the Fourier Transform Infra Red Spectrophotometer (FTIR) model quoted to the purpose indicated in the tender document, if need be, and on a mutually convenient date & place.

Transportation and incidental Services	The responsibility for customs clearance (in case of imported Fourier Transform Infra Red Spectrophotometer (FTIR)s), transporting and delivering the Fourier Transform Infra Red Spectrophotometer (FTIR)/instrument inside the laboratories at Cochin and JNPT, Navi Mumbai, as the case may be lies with the bidder only. All the relevant documents required for the customs clearance and transportation will be provided to the bidder or his representative by the Textiles Committee within a reasonable period of time. In case of delay in the customs clearance of imported Fourier Transform Infra Red Spectrophotometer (FTIR)s, the demurrage has to be paid by the bidder only. Hence, suppliers may inform their principals abroad to give timely information regarding the dispatch of Fourier Transform Infra Red Spectrophotometer (FTIR)s/items.
27 Liquidated Damages	The successful bidder shall adhere to the delivery period of 4-6 weeks from the date of opening of L/C . Delay in non-execution of order other than force majeure shall attract penalty at simple interest of 0.2% of the total value of the contract for every week of delay. The installation and commissioning of the Fourier Transform Infra Red Spectrophotometer (FTIR) / item should be completed within 30 days from the date of delivery, failing which penalty shall be levied @ 2% of the cost of the Fourier Transform Infra Red Spectrophotometer (FTIR)/ item for every week of delay. The pre-Installation requirements of the instrument should be clearly stated in the financial bid documents and the readiness of the same shall be ensured from time to time by the bidder after the receipt of purchase order so that the installation can be made within the specified time.
28 Warranty	The bidder should give minimum 2 (two) years warranty period for all the instruments / Fourier Transform Infra Red Spectrophotometer (FTIR)s which is essential and may quote for more / five years optionally. During the warranty period, regular servicing/maintenance shall be undertaken free of charge, including replacement of defective parts/travel cost etc. Subsequently, servicing/maintenance shall be undertaken by the manufacturer / supplier / authorized agency as per the annual maintenance contract conditions. Details of onsite warranty, maintenance of the system during and post warranty and Annual Maintenance Contract/Comprehensive/non-comprehensive after the warranty period shall be given in the Technical offer. In case of foreign quote, the details and particulars of the Indian Agency who shall be responsible for maintenance during warranty and AMC beyond warranty shall be given in the Technical Offer.

Part 4 - Bidding Forms and Contract Forms

Section IX: Bidding Forms

Table of Forms

1. Tender Form (Techno commercial un priced Bid)
2. Tender Form (Price Bid)
3. Bidder Information Form
4. Manufacturer's Authorization

1. Bidder Information Form

[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.]

Date: *[insert date (as day, month and year) of Bid Submission]* ADVT. No.: *[insert number of bidding process]*

Page _____ of _____ pages

1. Bidder's Name: *[insert Bidder's legal name]*
2. In case of JV, legal name of each member : *[insert legal name of each member 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]*
7. Bidder's Address in country of registration: *[insert Bidder's legal address in country of registration]*
5. 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]*

1. Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above,
2. In case of JV, letter of intent to form JV or JV agreement,
3. In case of Government-owned enterprise or institution, documents establishing:
4. Legal and financial autonomy
5. Operation under commercial law
6. Establishing that the Bidder is not dependent agency of the Purchaser

8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

**FORMAT FOR COVERING LETTER TO BE SENT
ALONG WITH TECHNICAL TENDER**

(ON COMPANY'S LETTER HEAD)

To
The Director (Laboratories)
Textiles Committee,
P. Balu Road,
Prabhadevi Chowk, Prabhadevi,
Mumbai- 400 025

Sub.: Technical Tender
Ref.: Tender Enquiry No. TC/Lab/Cochin & JNPT/16/18 (13-16) dated 01.01.2019

Sir,

This has reference to tender enquiry No.TC/Lab/Cochin & JNPT/16/18 (13-16) dated 01.01.2019. We have downloaded tender document for supply of Fourier Transform Infra Red Spectrophotometer (FTIR) for laboratories of Textiles Committee at Cochin International Container Freight Station (CICFS), Kalamassery, Old Avanavathi Junction, ICTT Road, Cochin and Jawaharlal Nehru Port Trust (JNPT), Navi Mumbai.

We hereby confirm that we have read & understood and agree to execute the supply as per the terms & conditions given in the Tender document and have not specified any conditions which is in contravention of the terms specified in the Tender document. We enclosed the followings:

Sr. No.	Details of documents	Labeled As
1	Statement confirming the Compliance to Technical specifications: Compliance statement to all the technical specifications as specified under PART 2 – Supply Requirements -Section VI. Schedule of Requirements - 2.Technical requirements.	Annexure- 1
2	Details of the test Control Systems like computer and printer, compatible to the main instrument, which are to be supplied indigenously.	Annexure-2
3	Brochure / catalogue giving the technical details of the specific model of the Fourier Transform Infra Red Spectrophotometer (FTIR) /instruments quoted.	Annexure-3
4	Details of any special pre-installation requirements including floor space, size of the table required, electrical power with details of power points / UPS requirements , Air-conditioning etc.	Annexure-4
5	List of Minimum required essential spares for next 2 years after the warranty period are to be specified.	Annexure-5
6	Letter stating that the supply of spare parts for the model quoted is to be guaranteed at least for a period of 10 years after the supply & Installation of the Fourier Transform Infra Red Spectrophotometer (FTIR) at Textiles Committee.	Annexure-6
7	Letter stating the down time in case of breakdowns during the warranty / post warranty AMC and the suggested alternatives in case of failures to put the system into working condition within the specified down time.	Annexure-7
8	Full details of the person authorized to file the tender.	Annexure- 9
9	Profile of Manufacturer or Authorized agent.	Annexure- 10
10	Proof that the bidder is either i) manufacturer or ii) authorized agent for the instruments.	Annexure- 11
11	List of the customers of the same instrument preferably of the same model during Last 2 years. Provide name of the customer, contact person's name, address, phone No; fax No; etc.	Annexure- 12

12	Requisite Bid security (EMD) in the form of a DD/PO/BC for Rs.1,00,000/- (Rupees one lac only), drawn in favour of "Textiles Committee" & payable at Mumbai. DD/PO/BC No. _____ date: _____ Drawn on: _____ Branch name: _____ Payable at: _____	Annexure- 13
13	Self attested copy of power of attorney in favor of the signatory signing the Tender documents. <i>It is not required in case of proprietary firm if the proprietor himself signs the documents.</i>	Annexure- 14
14	Financial statement of the bidder incorporating the turnover of business for the last 3 years.	Annexure- 15
15	Copy of current PAN No.	Annexure- 16
16	Copy of GST registration certificate filing Challan.	Annexure- 17
17	Details of the Training and Hand holding support offered -clearly indicating the duration of activities.	Annexure-19
18	Any other documents in compliance with the Tender. (Please specify)	Annexure- 20

Thanking you,

Yours faithfully,

Name & Sign of Authorized Signatory of the bidder
Company Seal

Encl: a/a in Cover-A

Format for Covering Letter for Commercial Bid

FORMAT FOR COVERING LETTER TO BE SENT ALONG WITH COMMERCIAL TENDER

(ON COMPANY'S LETTER HEAD)

To
The Director (Laboratories)
Textiles Committee,
P. Balu Road,
Prabhadevi Chowk, Prabhadevi,
Mumbai- 400 025

Sub: Commercial Tender
Ref.: Tender Enquiry No. TC/Lab/Cochin & JNPT/16/18 (13-16) dated 01.01.2019

Sir,

This has reference to tender enquiry No.TC/LAB/Tendering/Cochin & JNPT/2018- (13-1),dated : 20/06/2018. We have downloaded tender document for supply of Fourier Transform Infra Red Spectrophotometer (FTIR) for laboratories of Textiles Committee at Cochin International Container Freight Station (CICFS), Kalamassery, Old Avanavathi Junction, ICTT Road, Cochin and Jawaharlal Nehru Port Trust (JNPT), Navi Mumbai

We hereby confirm that we have read & understood the terms & conditions given in the Tender document.

Please find enclosed following documents in Cover-B i.e. Commercial Tender.

Sr. No.	Details of documents
1.	Instruments cost details duly filled in (Commercial Tender) in the Commercial bid format as given in the tender document on page no.50 (Cost particulars should be given in this format only)

Thanking you,

Yours faithfully,

Name & Sign of Authorized Signatory of the bidder
Company Seal

Encl: a/a in Cover-B

Technical bid format: (To be attached as Annexure-I with the Technical bid)

1. Statement Confirming the Compliance to Technical Specifications:

(The specifications given in this document are the essential minimum requirement which should be complied with for consideration.

The bidders are free to offer FTIR with better features also. However, the evaluation shall be based on the minimum specifications mentioned below.

If different models are quoted, the Technical / cost details may be given in separate sheets).

Name of the Instrument: Fourier Transform Infra Red Spectrophotometer (FTIR)			
Model No :			
Year Introduced :			
Sr. No.	Particulars	Technical Specification / Requirement	Specifications of Instrument Quoted (specific values / features) (To be filled by the bidder)
1.	Basic Features	<p>This Fourier Transform Infra Red Spectrophotometer (FTIR) is required for the qualitative analysis of fibres, polymers, polymer quoting and other analytical applications based on the needs from time to time. The specifications of the Fourier Transform Infra Red Spectrophotometer (FTIR) should be as follows:</p> <p>FTIR Spectrophotometer covering specified spectral range. Moisture-free and controlled atmosphere within the sealed optical compartment to ensure rapid and trouble free access to higher range without the need for purging is required. The beam splitter of Germanium coated with Zinc Selenide (Zn Se)</p> <p>The interferometer windows to be coated with moisture resistant Zn Se material so as to be completely air sealed for efficient protection.</p> <p>The interferometer must be permanently aligned. Interferometer design. System that require alignment (either manual or automatic) are not acceptable.</p> <p>The interferometer bearing mechanism must be wear-free (frictionless) design to ensure unlimited lifetime. Bearings with wear</p>	:

		are not acceptable as they require frequent maintenance and costly exchange. Warranty of the interferometer, Laser should be for 10 years and source 5 years .	
2	Spectral range(Wave number)	500 to 6000 cm ⁻¹ or better	
3	Signal to noise	signal-to-noise ratio (Peak to Peak value): 50000:1	
4	Wave number accuracy	0.7 cm ⁻¹ or better over entire range	
5	Spectral resolution	1.0 cm ⁻¹ or better over entire range	
6	Detector	High intensity Ceramic infra-red source with high sensitivity recovery - Deuterated Triglycine Sulfate (DTGS) detector.	
7	Source	High intensity source.	
8	Software and data handling	<p>(i) Latest window operating system compatible software to control all the instrument functions and Communication interface. Required system controlled through using appropriate software and interphases for quick and reliable data acquisition and analysis, Fully automated switch-over through software between the Mid-and Near-IR spectral ranges. Require software able to perform operations like Qualitative and Quantitative analysis of spectra perform Scan background scan, File save, display spectrum in different colours, Spectral calculator, spectral comparison, Processes, difference, derivative smooth, interpolation, normalize and baseline correction etc. Printing basic export like export to ASCII and EPS format in both Mid IR and NIR region. The software having PLS/PCR/CLS/Beer's law as standard featured is required.</p> <p>(ii) Processing 1st – 4th derivative with a variable filter, smooth (Savitsky-Golay, moving average and triangular), difference, normalization, A, %T, %R, KM, LOG (1/Processing R), ordinate modes, cm-1, nm and micron abscissa modes, +, -, *, /, difference, baseline correction, smooth, deconvolution, normalize, apex, interpolate, blank, Kubelka-Munk conversion, Kramers-Kronig, ATR correction, film thickness, spectral purity measurement peak table, peak</p>	

		<p>height and peak area.</p> <p>(iii) Spectrometer components like source, laser, detector, and interferometer must be continuously monitored for operation within factory specifications. The operator must be immediately notified by system software if any of the factory specifications are not met. The software must offer detailed information about the nature of the failure and suggest possible remedy.</p> <p>(iv) Optical components like detector and source must be electronically coded, so that these components are automatically recognized when placed in the spectrometer. Appropriate parameter must be automatically transferred to the application software.</p> <p>(v) Software to control all the functions required for infrared analyses, instrument control, data manipulation & analysis.</p> <p>(vi) Spectral comparison algorithm and Euclidean searching available. Spectral searching against commercially available or customer developed libraries. Software should be fully GLP, GMP compliant with audit trails, multilevel password protection and report generation in Acrobat format.</p> <p>(vii) Software to have provision for multilevel validation which should include measurement of energy of background spectra, wavelength accuracy, resolution check, repeatability of wave number and transmittance.</p> <p>(viii) The system should come with inbuilt NIST traceable Polystyrene film along with calibration and IQ & PQ with 3 years validity certificate.</p> <p>(ix) Should provide library of, organic, inorganic Polymer compounds, Textiles, Plastic, Rubber, Paints & coating (min: 10,000 compounds)</p>	
9	Accessories	ATR (Attenuated Total Reflectance) with monolithic diamond crystal along with exchangeable germanium crystal plate. Sampling accessories for measurement of liquid, films, pastes, mulls, volatiles and powder samples without making pellets.	

		Hydraulic Pellet Press 15 ton, Agate & Pestle etc, KBr Die set.	
10	Additional accessories	Suitable /UPS 2 KVA with minimum 30 min backup and essential spares as applicable for at least two years (should be quoted separately) .	
11	Computer	Latest configuration PC: PC/Laptop Windows10, 500 GB HD, 4 GB RAM, Adobe Acrobat and suitable Laserjet Printer (hp) of authorized suppliers (should be quoted separately) . Assembled PC with unlicensed software will not be accepted.	
12	Training & Hand holding Support	Training should be imparted to at least 2 technical personnel in 3 phases as follows (i) Basic technique – 1-2 day. (ii) During installation – 5 days. (iii) Application centre/training centre- 5 days. In addition to the training, handholding support to two of the Technical personnel should be provided as and when required throughout the warranty period of 2 years by online / deployment of Service engineer so as to make the Technical personnel efficient in handling the instrument.	
13	Warranty	Minimum 2 years for the whole unit, can quote for more. Should provide Hardware support up to 10 years.	
14	Suitability of power supply	Suitable for 230V ± 10V, 50 Hz	
15	AMC	Non Comprehensive AMC for 5 years after 2 years of warranty.	

Commercial bid format

(Cost particulars should be given in this format only)

Name of the Instruments:	
Model No :	year of Introduction of the Model:

I. Landing cost of the Main instrument including accessories (Imported):

Sr. No.	Details	Cost in USD
i.)	Total landing cost of the Fourier Transform Infra Red Spectrophotometer (FTIR) including accessories inside the laboratories of Textiles Committee at cochin and JNPT, Navi Mumbai including installation, freight, agency commission, packing, forwarding, insurance, custom clearing, local transport etc.	

II. Landing Cost of accessories(Indigenous):

Sr. No.	Details	Cost in Rs.(INR)
	Total landing Cost of indigenous accessories such as computers and peripherals, UPS, Voltage stabilizer etc. including <u>installation, freight, packing, forwarding, insurance, local taxes, local transport etc.</u>	

III. Landing Cost of spares/consumables (imported) :

Sr. No.	Details	Cost in USD
ii)	Cost of imported spares/consumables required for the <u>first two years of operation</u>	

IV. Post warranty AMC Charges:

Sr. No.	Details	Cost in INR		
		Year	Comprehensive	Non-Comprehensive
iii.)	AMC details: (a) Non Comprehensive AMC rate/per year (Minimum Two preventive and one breakdown visits)	1 st :		
		2 nd :		
		3 rd :		
		4 th :		
		5 th :		

V. Declaration:

We hereby confirm that the rates quoted above are inclusive of all applicable taxes and shall be valid for 6 months from the date of placing of first purchase order or to an extended date as agreed on mutually.

Authorized Signatory

Details required for Opening of L/C for imported items:

Sr. No.	Details required	Particulars
1.	Name and complete address of Foreign Supplier with whom L/C will be opened.	
2.	Foreign supplier's Banker's Name & Address	
3.	Foreign supplier's Bank Account No.	
4.	Port of Shipment	
5.	Country of Origin	
6.	Validity of L/C - (Period to keep open the L/C)	
7.	Period of negotiation will be 21 days	
8.	Delivery Schedule from the date of issuance of Purchase Order	

Section X. Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

Table of Forms

1. Letter of Acceptance
2. Contract Agreement
3. Performance Security
4. Advance Payment Security

AGREEMENT TO BE SUBMITTED BY SUCCESSFUL BIDDER
(ON NON-JUDICIAL STAMP PAPER OF Rs.100)

THIS AGREEMENT is made at _____ on this _____ day of _____ 2018 between THE TEXTILES COMMITTEE, a Statutory Body under the Ministry of Textiles, Government of India having its Head Office at P. Balu Road, Prabhadevi Chowk, Prabhadevi, Mumbai – 400 025 hereinafter referred to as "the Committee", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors, assignees or representatives of the One Part and M/S. _____ having its registered office at _____ hereinafter referred to as the "Supplier" which expression shall unless it be repugnant to the context or meaning thereof include its successors, assignees, representatives or partners as the context may admit of the Other Part.

WHEREAS:

1. The Committee has placed an order with _____ hereinafter referred to as Supplier of Fourier Transformation spectrometer(FTIR) Instrument
2. The Supplier has agreed to supply the instrument at the conditions given in the tender and purchase order No. _____ dated _____ placed at **Annexure-I (Order Details)**.
3. **Custody of Instruments:** It will be sole responsibility of the supplier to keep the instruments under safe custody till it is delivered to Textiles Committee.
4. **Disposal of non-conforming instruments policy:** The supplier shall comply with the policy of disposal of non-conforming instrument as mentioned in Purchase Order.
5. The Supplier shall abide by the terms and conditions as set out in Purchase Order issued.
6. Except in the case of deliberate negligence on the part of the Committee, for which the Committee hereby indemnifies the Supplier, the Committee shall not be liable for any loss or damage sustained by the Supplier due to the act of omission whatsoever and howsoever for itself, during the contract proceeds.
7. Both the parties shall bear with the force-major, which could not be reasonably foreseen.
8. **Complaint & Appeal procedure:**
 - 8.1. Arbitration: In the event of any dispute or difference arising out of operation of this agreement, the same shall be referred to the sole arbitrator governed by the Arbitration & Conciliation Act 1996 and the sole arbitrator will be the Textiles Commissioner/ Vice Chairman Textiles Committee or any other officer appointed by him whose decision shall be final and binding on both the parties.

Signed:

Signed:

Authorized Signatory of Textiles
Committee
Name and Designation
Seal of Textiles Committee

Authorized Signatory of
Supplier
Name and Designation
Seal of Supplier

Performance Security

FORMAT FOR BANK GUARANTEE **(ON NON-JUDICIAL STAMP PAPER OF Rs.100/-)**

(Applicable for successful bidders, to be submitted in lieu of performance security deposit)

Bank Guarantee No. _____ Date: _____

This deed of guarantee made this ____ day of _____ 2019 {(Name and address of the Bank)} hereinafter referred to as 'the Bank'}) which expression shall where successors and assignees of the Bank and the Textiles Committee, (hereinafter referred to as the Committee) which expression shall unless repugnant to the context of the meaning thereof include its legal representatives, successors and assignees.

WHEREAS the Committee has placed its Purchase Order bearing No. _____ dated _____ on (name and address of the bidder) (hereinafter called 'the supplier' for the supply of _____.

The Bank shall not be discharged or released from this guarantee by any arrangement between the supplier and the Committee with or without the consent of the Bank or any alterations in the obligation of the parties or by any indulgence, forbearance shown by Committee to the supplier and the same shall not prejudice or restrict remedies against the Bank nor shall the same in any event be a ground of defense by the Bank against the Committee. In case the Committee puts forth a demand in writing on the Bank for the payment of the amount in full or in part against this Bank guarantee, the Bank shall considered that such demand by itself a conclusive evidence and proof that the supplier has failed in complying with the terms and conditions stipulated by Committee in the purchase order and payment shall be made to the Committee without raising any dispute regarding the reasons for any such lapse/failure on the part of the supplier.

This guarantee shall be in addition to and without prejudice to any other securities or remedies which the Committee may have to hereinafter possess against the supplier and the Committee shall be under no obligation to marshal in favor of the Bank any such securities or fund or assets that the Committee may be entitled to receiving or have a claim upon and the Committee at its absolute discretion may vary, exchange renew, modify or refuse to complete or enforce or assign any security or instrument.

The Bank agrees that the amount hereby guaranteed shall be due and payable to the Committee on Committee's serving with a notice requiring the payment of the amount and such notice shall be deemed to have been served on the bank either by actual delivery thereof to the Bank or by dispatch to Committee thereof to the Bank by Registered Post shall be deemed to have been duly served on the Bank notwithstanding that the notice may not in fact have been delivered to the Bank.

In order to give full effect to the provisions of this guarantee, the Bank hereby waives all inconsistent with the above provisions and which the Bank might otherwise as guarantor be entitled to claim and enforce.

NOTWITHSTANDING anything contained herein before, the liability under this guarantee is restricted to Rs. _____ (Rupees _____ only). The guarantee shall remain in force till the _____ and unless the guarantee is renewed or a claim is preferred against the Bank within three months from the said date all rights of the Committee under the guarantee shall cease and Bank shall be released and discharged from all liability hereunder.

(SIGNATURE)

PLACE:

DATE:

SEAL

CODE NO.

NOTE: SUPPLIERS SHOULD ENSURE THAT SEAL AND CODE NO. OF THE SIGNATORY ARE AFFIXED BY BANKER, BEFORE SUBMISSION OF THE BANK GUARANTEE.