

Trivandrum Engineering Science & Technology (TrEST) Research Park

OPEN TENDER DOCUMENT

TENDER NO :TRP/28/2022-DT Lab Date : 22-12-2022

TENDER DOCUMENT

FOR

**SUPPLY, INSTALLATION AND COMMISSIONING OF
EV MOTOR TEST SYSTEM**

TC- 4/2322,
GEM building, (Opp) CET,
Kulathoor Rd, Sreekariyam,
Thiruvananthapuram, Kerala 695016

INVITATION FOR BIDS / NIT

1. Chief Executive Officer , Trivandrum Engineering Science & Technology (TrEST) Research Park, TC- 4/2322, GEM building, (Opp) CET, Sreekaryam - Kulathoor Rd, Sreekariyam, Thiruvananthapuram, Kerala 695016, invites sealed bids from Original Equipment Manufacturers, or their Authorised Business partners or suppliers, if any for the purchase and installation of items listed below (on turn key basis)

Sl. No.	Tender No.	Description of items	Quantity	Single/ Two bid	Bid Security (EMD) (in Indian Rupees)
1	TRP/28/2022-DTLab Date : 22-12-2022	Supply , Installation and Commissioning of EV MOTOR TEST SYSTEM	1 No.	Two Bid	Rs.10 Lakhs only * (see clause 1.16 of ITB)

2. Interested Bidders may obtain further information from the office of the Trivandrum Engineering Science & Technology Research Park, TC- 4/2322, GEM building, (Opp) CET, Sreekaryam - Kulathoor Rd, Sreekariyam, Thiruvananthapuram, Kerala 695016. Email: trestpark@kerala.gov.in Tel: 0471 2598555

3. The complete bidding documents can be downloaded directly from the Procurement Portal <https://etenders.kerala.gov.in> in free of cost and details of the bid from our website www.trestpark.org The Bids must be submitted through Procurement Portal only and no manual bid shall be accepted.

4. All bids must be accompanied with a bid security/ EMD (Earnest Money Deposit) as specified in the bid document. All bids shall be delivered online through <https://etenders.kerala.gov.in> along with EMD must be delivered prior to due day for submission. Bids will be opened in the presence of Bidders' authorized representatives who choose to attend on the specified date and time. In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed time.

5. The Chief Executive Officer Trivandrum Engineering Science & Technology Research Park, reserves the right to accept or reject any bids or accept all tenders either in part or in full or to split the order, or to annul the bidding process without assigning any reason.

6. **UPLOAD MANUFACTURER AUTHORIZATION:**

Wherever authorized Distributors are submitting the bid, Manufacturers Authorization form (MAF) Certificate with OEM details such as name, designation, address , e-mail Id and Phone No. required to be furnished along with the bid in the format attached to the bid document.

7. Address for Submission of Bid Declaration;

Trivandrum Engineering Science & Technology (TrEST) Research Park,
TC- 4/2322, GEM building, (Opp) CET,
Sreekaryam - Kulathoor Rd, Sreekariyam,
Thiruvananthapuram, Kerala 695016.

Thiruvananthapuram
22-12-2022

Sd/-
Chief Executive Officer
TrEST Research Park

CRITICAL DATE SHEET

Sl. No.	Stage	Date & Time
1.	Publish Date & Time	22-12-2022 : 3.00 p.m
2.	Sale/document Download Start Date & Time	23-12-2022 : 10.00 a.m
3.	Last Date & time for receipt of queries for pre-bid conference	30-12-2022 5.00 pm
4.	Pre-bid Conference	04-01-2023 3.00 pm
5.	Corrigendum publication, if any	09-01-2023 3.00 pm
6.	Bid Submission Start Date & time	10-01-2023 10.00 am
7.	Bid Submission End Date & Time	21-01-2023 5.00 pm
8.	Bid Opening Date & Time (Technical)	23-01-2023 3.00 pm
9.	Financial bid opening	To be fixed

TENTATIVE TIME SCHEDULE OF PROCUREMENT PLANNING

Sl. No	Stage	Tentative Time Frame
1.	Date of Technical Bid Opening	XX
2.	Date of Completion of Technical Bid Evaluation	XX+15 days
3.	Date of communication of Rejection of Bids	XX+20 days
4.	Date of Receipt of representation, if any, from Bidders	XX+25 days
5.	Opening of Financial Bid	XX+30 days
6.	Negotiation with the lowest bidder if any	XX+37 days
7.	Letter of intent (LOI)	XX+45 days
8.	Acceptance by the Bidder	XX +52 days
9.	Award of Work (Purchase Order)	XX+60 days

* Dates shown above are **indicative only** for optimum time for award of Purchase order and subject to change according to field requirement and internal approvals

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About the Organization

Trivandrum Engineering Science and Technology (TrEST) Research Park is research Organization under Higher Education Department, Government of Kerala. Its prime objective is to promote industry-academy collaboration on Research and Development. TrEST Research Park is setting up a Drive Train Testing Lab for the Centre of Excellence in EV established by TrEST Park.

The Lab is to be set up at Energy Management Centre (EMC) at Sreekariyam, Trivandrum near to TrEST Research Park.

The tender is invited by this organization for the setting up of the EV Test Lab which include supply of research grade equipments / devices as detailed in the BoQ (Chapter 4), Technical support for the installation of such devices / equipments , Testing, Trial run and commissioning meeting the standards of the industry requirements.

A. Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the eTender Portal, using valid Digital Signature Certificates, if applicable. The instructions given below are meant to assist the bidders in registering on the eTender Portal, prepare their bids in accordance with the requirements and submitting their bids online on the eTender Portal.

More information useful for submitting online bids on the Procurement Portal may be obtained from :

Kerala eProcurement
Kerala State IT Mission
Saankethika, Near EPF Office
Vrindavan Gardens, Pattom
Thiruvananthapuram-695004
Phone: 0471-2577088 | 0471-2577188 | 0471-2577388

B. REGISTRATION

1) Bidders are required to enroll on the e-Procurement module of the Procurement Portal (URL: <https://etenders.kerala.gov.in>) by clicking on the link
— Click here to Enroll. Enrolment on the Procurement Portal is free of charge.

2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the Procurement Portal.

4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.

6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

C. SEARCHING FOR TENDER DOCUMENTS

1) There are various search options built in the Procurement Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the Procurement Portal.

2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective My Tenders folder. This would enable the Procurement Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

D. PREPARATION OF BIDS:

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note that this bid follow two cover system in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

2) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats etc, as required. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document .

3) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use My Space or Other Important Documents area available to them to upload such documents. These documents may be directly submitted from the My Space area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

E. SUBMISSION OF BIDS:

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

Bidders shall fill all the cells which are designated to be filled by them. If any cell is left blank or filled with 0 (zero) then it will be presumed that all the breakups charges are included in the final bidding price.

4) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

5) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128bit encryption technology. Data storage encryption of sensitive fields is done. 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 opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids (i.e. after Clicking —Freeze Bid Submission in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

11) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

F. ASSISTANCE TO BIDDERS:

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to Procurement Portal in general may be directed to the Procurement Portal Helpdesk .

3) Tenderers are advised to follow the instructions provided in the Instructions to the Tenderer for the e-submission of the bids online through the Procurement Portal, <https://etenders.kerala.gov.in>

CHAPTER - 1

INSTRUCTIONS TO BIDDERS (ITB)

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A Introduction

1.1 Eligible Bidders

- This Invitation for Bids is open to all Original Equipment Manufactures (OEM) or their authorized suppliers of Electric Motor Test Bench detailed under “ *Specification and Allied Technical Details* “
- 1.1.1 OEM / the authorized supplier must have a registered office or an entity incorporated in the country
- 1.1.2 OEM / the authorized supplier should have Technical support team in India for timely support and trouble shooting etc.
- 1.1.3 The OEM / Authorised supplier should have supplied , maintained or operated such Electric Motor Test Bench systems in India **in similar variant**.
- 1.1.4 The Test Bench offered has been approved / certified by respective agencies in india / abroad. ***Furnish copies of such documents***
- 1.1.5 Bids from Joint Ventures, Consortium or Associations so long as they are formed and registered prior to the bid submission date. Details of the Consortium to be produced for verification.
- 1.1.6 The bidders who have been temporarily suspended or removed from the list of registered suppliers by the purchaser or banned by the State / country wide procurement shall be ineligible for participation in the bidding process.
- 1.1.7 Suppler should have Minimum of **3 Supplies for E-motor testing** with capacity more than 100KW systems and Speed more than or equal to 12000RPM. [Supply of Test system with 150 KWA is preferred ideally]
- 1.1.8 Suppler should have Minimum one Supply of more than 5 years Installed and should be in working condition at present in India or abroad.

- 1.1.9 Supplier should have Minimum one similar project handling experience of value more than Rs. 10 Crore .
- 1.1.10 Supplier company should have turnover more than **Rs.100 crores** (aggregate value) during the last **5** years, for supplies of similar products in INDIA .
- 1.1.11 Supplier should cover from Low power to High power range of products and should have experience in same field for more than 5 years in India or abroad.

1.1.12 Bidder Certificate:

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. Where applicable, evidence of valid registration by the competent Authority shall be attached.]

1.2 Cost of Bidding

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

1.3 Code of Integrity:

1.3.1 The bidders/suppliers should sign a declaration about abiding by the Code of Integrity for Public Procurement in bid documents. In case of any transgression of this code, the bidder is not only liable to be removed from the list of registered suppliers, but it would be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.

1.3.2 **Code of integrity for Public Procurement:** The Purchaser as well as bidders, suppliers, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

- i) **Corrupt practice:** making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii) **Fraudulent practice:** any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- iii) **Anti-competitive practice:** any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

- iv) **Coercive practice:** harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- v) **Conflict of interest:** participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of purchaser who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the purchaser with an intent to gain unfair advantage in the procurement process or for personal gain; and
- vi) **Obstructive practice:** materially impede the purchaser's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the purchaser's Entity's rights of audit or access to information;

1.3.3 Obligations for Proactive disclosures

- i) The Purchaser as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to suo-moto proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and
- ii) The bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity;
- iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest would be evaluated and mitigation steps, if possible, taken by the purchaser.

1.3.4 Punitive Provisions

Without prejudice to and in addition to the rights of the Purchaser to other penal provisions as per the bid documents or contract, if the Purchaser comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the purchaser may take appropriate measures including one or more of the following:

C. If his bids are under consideration in any procurement:

- Forfeiture or encashment of bid security/EMD;
- Calling off of any pre-contract negotiations; and
- Rejection and exclusion of the bidder from the procurement process.

If a contract has already been awarded

- Cancellation of the relevant contract and recovery of compensation for loss incurred by the purchaser;
- Forfeiture or encashment of any other security or PBG or bond relating to the procurement;
- Recovery of payments including advance payments, if any, made by the purchaser along with interest thereon at the prevailing rate.

A. Provisions in addition to above:

- Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year;
- In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
- Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

B. The Bidding Documents**1.4 Cost of Tender Documents**

1.4.1

Interested eligible bidders may download the entire tender document from the Procurement Portal <https://etenders.kerala.gov.in>. Bidders participating in the tender has to remit the Tender form fee online, as required in the etender portal.

Cost of Tender document is Rs.25,000 /- + GST*

MSME / NSIC / Start up registered companies are eligible for partial exemption (50% relaxation) on production of valid documents. Such companies need to pay only Rs. 12,500 + GST*.

** [The bidder has to remit the GST directly. Only the base cost Rs.25,000 / Rs.12,500 as applicable to be transferred through the etender portal.]*

1.5 Content of Tender Documents

1.5.1 The goods required, bidding procedures and contract terms are prescribed in the bidding documents which should be read in conjunction. The bidding documents, apart from the invitation for bids and Critical Date Sheet have been divided into **8** Chapters as under:

- Chapter 1: Instructions to Bidder (ITB)
- Chapter 2: General Conditions of Contract (GCC) and Special Condition of Contract (SCC)
- Chapter 3: Schedule of Requirements
- Chapter 4: Specifications and Allied Technical Details
- Chapter 5: Price Schedule Forms

- Chapter 6: Qualification requirements
 Chapter 7: Contract Form
 Chapter 8: Other Standard Forms comprising:
- (1) Bidder Information Form (Ann - 5A)
 - (2) Manufacturer's Authorization Form (MAF); (Ann – 5B)
 - (3) Bid Security / EMD Form (Ann – 5C)
 - (4) Bid Securing declaration (Ann – 5D)
 - (5) Performance Statement form (Ann – 5E)
 - (6) Deviation Statement Form; (Ann – 5F)
 - (7) Service Support details; (Ann – 5G)
 - (8) Bid form (Ann – 5H)
 - (9) Performance Security Form; (Ann – 5I)
 - (10) Acceptance Certificate Form(Ann – 5J)
 - (11) Format of letter of authority for participating in bid opening
 - (12) Format for declaration by the bidder for code of integrity and
 (Conflict of interest ((Ann – 5L)

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

If any of the supporting documents, which are essential for the technical evaluation are found missing, the purchaser may ask the bidder to furnish it immediately. Such documents are to be made available to the purchaser in 48 hours , at the most.

1.6 Clarification of tender documents

1.6.1

A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing/ by email at the Purchaser's address specified in the Special Conditions of Contract (SCC), latest by the date specified in the critical date sheet. No request for clarification or query shall normally be entertained after the deadline/pre-bid conference if any. Should the Purchaser deem it necessary to amend the Tender Documents as a result of a clarification, it shall do so following the procedure under Clause relating to amendment of Tender Documents and Clause relating to Deadline for Submission of Bids.

The queries, clarifications and amendments issued would also be hosted on the website of the Purchaser / etender portal for the benefit of the other prospective bidders along with the Procurement Portal wherever possible.

1.7 Amendment of Tender Documents

- 1.7.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender documents by amendment. The same would be hosted on the website of the Purchaser / etender portal and all prospective bidders are expected to surf the website before submitting their bids to take cognizance of the amendments.

- 1.7.2 In order to allow prospective bidders' reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids and host the changes on the website of the Purchaser and/or Procurement Portal.

a PREPARATION OF BIDS

1.8. Language of Bid

- 1.8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in English language only.
- 1.8.2 The Supplier shall bear all costs of translation, if any, to the English language and bear all risks of the accuracy of such translation, for documents provided by the Supplier

1.9 Purchase Preference Policies

- 1.9.1 The purchaser intends to give product reservation/purchase preference/price preference in line with current government procurement policies to help inclusive national economic growth by providing long term support to Small and Medium enterprises (SMEs) and disadvantaged sections of the society and to address environmental concerns along with preferential market access in govt. procurements.

1.10.1 Documents comprising the bid:

The bid prepared by the Bidder shall include documents as under:

- (a) Technical bid
- Bidder Information Form;
 - Declaration abiding by the Code of Integrity and no conflict of interest for public procurement;
 - Bid Declared as specified in the Invitation to Bids;
 - Service support details form;
 - Deviation Statement Form;
 - Performance Statement Form;
 - Manufacturer's Authorization Form along with a certified copy of the Agency Agreement between the bidders and the Distributors;
 - Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
 - Details of the supply of EV Motor Test System during the last 5 years. Copies of the clients and purchase orders to be attached, when sharing of such details are not restricted through a non-disclosure agreement with the client.
 - Reference letter or certificate issued by clients on performance of the Test System supplied by the bidder.
 - Documents establishing goods eligibility and conformity to bidding documents; indicating the Indian Customs Tariff Number (ICT & HSN No.) .
 - Complete technical details of the offered items including its Country of origin, make, model, catalogue/serial no, quantity offered, commercial terms & conditions, literatures/ technical write up supporting the technical specification, design of the proposed system, schedule of activities, delivery/ installation schedule etc.

Schedule of requirements.

In cases of procurement for a value in excess of ₹ 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) for being eligible supplier as the case may be to avail the benefits under the make in India policy, if applicable.

(b) Price bid

Applicable BoQ/Price Schedule Form;

Failure to adhere to the above and non-submission of documents as specified in the technical bid may lead to rejection of the bid. Further modifying the BoQ or quoting the rates in any other column than that is specified in the BoQ will render the bid rejected being non responsive.

1.11. Bid form and price schedule

1.11.1 The bidder shall complete BoQ/ price schedule form furnished in the bidding documents. These forms must be completed without any iterations to its format and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

Price Schedule form shall be submitted in accordance with Clause 1.18.3 of the bidding documents.

1.12. Bid Prices

- 1.12.1 The Bidder shall indicate on the appropriate price schedule form, the unit prices and total bid prices of the goods it proposes to supply under the contract.
- 1.1.12. Prices indicated on the price-schedule form shall be entered separately in the following manner:

For Goods manufactured within India

- (a) The price of the goods quoted Ex-works including taxes already paid.
 - (b) GST and other taxes, if any which will be payable on the goods if the contract is awarded.
 - (c) The charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination as specified in the price schedule form.
 - (d) Wherever applicable, the cost towards the installation, commissioning, spares, (extended) warranty, AMC/CMC, site preparation and training including any incidental services, if any.
- 1.12.3 Where there is no mention of packing, forwarding, freight, insurance charges, taxes etc. such offer shall liable to be rejected as incomplete.
- 1.12.4 The *price quoted shall remain fixed during the bid validity period* and shall not vary on any account

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

1.12.6 The purchaser may not issue any certificate for exemption of duties or taxes for this purchase. If needed mandatorily, it is to be specified in the bid.

The purchaser do not enjoy any type of concession of duties or taxes from Government.

1.12.7 Please state specifically in your offer whether the duties and taxes are extra over the prices quoted, failing which it will be presumed that the prices are inclusive of taxes and duties and no claim would be entertained at a later date.

Note: All payments due under the contract shall be paid after deduction of statutory levies at source (like IT TDS, GST TDS etc.), wherever applicable.

1.13. Bid Currencies

1.13.1 Bid Currency is Indian Rupees only. No Other Currency is Acceptable. Offers in other currency will be summarily rejected.

1.14. Documents Establishing Bidder's Eligibility and qualifications

1.14.1

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

1.14.2 The documentary evidence of the bidder's qualification to perform the contract if the bid is accepted shall establish to the purchaser's satisfaction that;

- (a) The bidder meets the qualification criteria listed in bidding documents if any.
- (b) Bidder who doesn't manufacture the goods it offers to supply shall submit Manufacturers' Authorization Form (MAF) using the form specified in the bidding document to demonstrate that it has been duly authorized by the manufacturer of the goods to quote and/or supply the goods.

1.14.3 Conditional tenders shall not be accepted.

1.15 Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

1.15.1 To establish the goods' eligibility, the documentary evidence of the goods and services eligibility shall consist of a statement on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment.

1.15.2 To establish the conformity of the goods and services to the specifications and schedule of requirements of the bidding document, the documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of:

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

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

1.15.4 Alternate offers/makes/models would not be considered. Similarly, no optional item would be considered.

1.15.5 The Bidder may enclose the relevant literature/ technical write up conforming the technical specification mentioned in the bid. The purchaser may resort to information available in the website of the bidder or other public domain and in case of deviation shall consider the same as material deviation and proceed accordingly.

1.16. Bid Security / Earnest Money Deposit and Exemption

1.16.1 The Bidder shall furnish, as part of its bid, a bid security (BS) / EMD for an amount as specified in the Invitation for Bids. And in the case of indigenous bidders; the BS shall be submitted by the manufacturer or their specifically authorized dealer/bidder.

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

1.16.3 *The bid security shall be in Indian Rupees only remitted **online*** as per tender conditions for all offers received.

1.16.4 The bid security shall be payable promptly upon written demand by the purchaser in case the conditions listed in the ITB clause 1.16.8 are invoked.

1.16.5 The copy of the bid security should be submitted along with the technical bid while uploading the documents in the Procurement Portal. Failure to upload the copy of the BS/ Submission of original BS/ EMD thereafter shall render the bid non-responsive.

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

1.16.7 The successful Bidder's bid security will be discharged upon the Bidder furnishing the performance security, without any interest.

1.16.7 (a) Bidders registered as MSME / NSIC / Start up are eligible for **partial exemption on EMD** on production of supporting documents. Such bidders need to remit only Rs.5 Lakhs as EMD but subject to general conditions under clause 1.16.

1.16.8 The bid security/ EMD may be forfeited:

- (iii) If a Bidder withdraws or amends or modifies or impairs or derogates its bid during the period of bid validity specified by the Bidder on the Bid Form; or

- (iv) In case of a successful Bidder, if the Bidder fails to furnish order acceptance within 14 days of the order or fails to sign the contract and/or fails to furnish Performance Security within 21 days from the date of contract/ order.

1.17. Period of Validity of Bids

- 1.17.1 Bids shall remain valid for minimum of 90 days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 1.17.2 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 (by post, fax or e-mail). The bid security provided shall also be suitably extended failing which the bid would be summarily ignored. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.
- 1.17.3 Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

1.18. Format and Signing of Bid

- 1.18.1 The bids may be submitted in two parts as specified in the Invitation for Bids.
- 1.18.2 In case the bids are invited on two-bid system, the Bidder shall upload both technical and price bid separately in the Procurement Portal - One part shall contain Technical bid comprising all documents listed under clause relating to Documents Comprising the Bid excepting the BoQ.
- The other part shall contain the priced-bid comprising bid form and price schedules. BoQ.
- 1.18.3 The original bid shall be typed and uploaded by the Bidder in the online portal. No bid shall be received in offline mode.
- 1.18.4 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the bid.

(v) Submission and sealing of Bids

1.19. Submission, Sealing and Marking of Bids

- 1.19.1 The bidders may submit their bids through online only. **(Bids received by FAX/E-mail/Post/hand would not be considered for evaluation.)**
- 1.19.2 In the case of bids invited on two-part basis, the Bidder shall upload the un-priced commercial and technical bid comprising the documents as listed in ITB 1.10.1 and the priced bid/BoQ in the Procurement Portal.
- 1.19.3 In case the price or other commercial details are found in the technical bid, the same would be considered for further evaluation at the risk & responsibility of the bidder.

1.20. Deadline for Submission of Bids

- 1.20.1

Bids must be uploaded by the Bidder well before the due date and time for submission of bid in the Procurement Portal, to avoid the last minute ditches. No bid shall be received if the same could not be uploaded within the date and time specified within the time and date of submission of the bid.

1.20.2

The Purchaser may, at its discretion, extend the deadline for submission of bids by amending the bid documents in accordance with Clause relating to Amendment of Bidding Documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

1.21 [cancelled]

1.22. Withdrawal, substitution and Modification of Bids.

1.22.1

A Bidder may withdraw, substitute, or modify its Bid after it has been submitted in the online portal. The system shall not allow the purchaser or any other officer to download the earlier bid that has been withdrawn or substituted or modified. Thus the bidder may upload the complete bid in place of partial modification in the Procurement Portal.

1.22.2

No bid may be withdrawn, substituted, or modified once the same has been opened 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 Bid Form or any extension thereof.

i) Opening and Evaluation of Bids

1.23 Opening of Bids by the Purchaser

1.23.1

The Purchaser will open all bids one at a time in the presence of bidders' authorized representatives who choose to attend, as per the schedule given in invitation for bids. The Bidders' representatives who are present shall sign the quotation opening sheet evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time and location on the next working day. In two-part bidding, the financial bid shall be opened only after technical evaluation.

1.23.2

Once the bids have been opened, the bidders may be able to view the technical details of the other bidders in the Procurement Portal. The contents of the BoQ/ price schedules would however be available only after the opening of Priced-bids in the case of two-bid system.

1.23.3

Bidders interested in participating in the bid opening process, should depute their representatives along with an authority letter to be submitted to the purchaser at the time of bid opening as per form Annexed at Chapter-8.

1.24. Confidentiality

1.24.1

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

1.24.2

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

1.25. Clarification of Bids

1.25.1

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

1.26. Preliminary Examination

1.26.1

The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 1.10 have been provided, and to determine the completeness of each document submitted.

1.26.2

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

Price Schedule, in accordance with ITB Clause 1.10.1;

All the tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the tender enquiry document. The tenders, who do not meet the basic requirements, are to be treated as unresponsive and ignored. The following are some of the important points, for which a tender may be declared as unresponsive and to be ignored, during the initial scrutiny:

- (a) The Bid validity is shorter than the required period.
- (b) The Bidder is not eligible as per the bid criteria.
- (c) The bidder has not enclosed documentary evidence of being a firm registered under MSME/NSIC/Start up India and sought such exemptions as applicable to such bidders pursuant to GoI guidelines.
- (d) The Bidder has quoted for goods manufactured by a different firm without the required manufacturer's authority letter in the form available in this document from the proposed manufacturer(s).
- (e) Bidder has not agreed to give the required performance security or has not furnished the bid security.

- (f) The goods quoted are sub-standard, not meeting the required specification, etc.
- (g) Against the schedule of Requirement (incorporated in the tender enquiry), the bidder has not quoted for the entire requirement as specified in that schedule.
- (h) The bidder has not agreed to some essential condition(s) incorporated in the tender enquiry.
- (i) The bidder has not agreed to the warranty and payment terms specified in the SCC.
- (j) The bidder has just copied the technical specification of the bid and attached the same as a part of their technical specification/ compliance statement without enclosing any documentary evidence as at ITB para 1.15.

1.27 Bidder's right to question rejection.

1.27.1 A Bidder shall have the right to be heard in case he feels that a proper procurement process is not being followed and/or his tender has been rejected wrongly. Only a directly affected bidder can represent in this regard as under:

- (a) Only a bidder who has participated in the concerned procurement process i.e. pre- qualification, bidder registration or bidding, as the case may be, can make such representation;
- (b) In case pre-qualification bid has been evaluated before the bidding of Technical bids, an application for review in relation to the technical bid may be filed only by a bidder who has qualified in pre-qualification bid;
- (c) In case technical bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be acceptable.
- (d) Following decisions of the purchaser in accordance with the provision of internal guidelines shall not be subject to review:
 - Determination of the need for procurement;
 - Selection of the mode of procurement or bidding system;
 - Choice of selection procedure;
 - Provisions limiting participation of bidders in the procurement process;
 - The decision to enter into negotiations with the L1 bidder;
 - Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
 - Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/contractor;
 - And Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible

1.28 Responsiveness of Bids

1.28.1

Prior to the detailed evaluation, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a

substantive responsive bid is one, which conforms to all terms and condition of the bidding documents without material deviations, reservations or omissions. A material deviation, reservation or omission is one that:

- A. Affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
- B. Limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
- C. If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

1.28.2

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

1.28.3

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

1.28.4

If a bidder quotes Nil Charges/consideration, the bid shall be treated as unresponsive and will not be considered.

1.29 Non-Conformity, Error and Omission

1.29.1

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

1.29.2

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

1.30 Examination of Terms & Conditions, Technical Evaluation

1.30.1

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

1.30.2

The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 1.15, to confirm that all requirements specified in Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.

1.30.3

If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 1.28, it shall reject the Bid.

1.30.4

The purchaser shall intimate the reasons of rejection to all the rejected bidders giving suitable time to submit any representation if they feel aggrieved by the decision of the purchaser. A rejected bidder may represent if they feel that the rejection has not been done properly citing the relevant pages where such technical details are available in the technical bid. Furnishing of additional technical parameter(s)/ documents at this stage/ accepting to supply the shortcomings pointed out in the rejection intimation shall be treated as modification of the bid and not considered being material deviation. Such clarifications shall be rejected forthwith without any further intimation to the rejected bidders.

1.31 [deleted]

1.32 Evaluation and comparison of bids

1.32.1

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

1.32.2

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

1.32.3 Purchase preference shall be given to all local suppliers registered under Start up India/ make in India in all procurements undertaken by the purchaser in the following manner:

- (a) Where the purchaser has restricted the eligibility of suppliers to Indian suppliers only, as per para 1.1 of the invitation to bid (ITB) / para 06 of the NIT.
- (b) If the tendered items which are covered by para (a) above and are divisible in nature, then the following procedure of evaluation shall be followed:

Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a Class I local supplier, the contract for full quantity will be awarded to L1.

- (a) If the tendered item which are covered by Para as above and are not divisible, the as well as non-Local supplier the following procedure of evaluation shall be followed:

Among all qualified bids, the lowest bid will be termed as L1

1.32.4

The bids shall be evaluated on the basis of final tabulated cost which shall be arrived as recommended by an Bid Evaluation Committee formed by TrEST Park for this purpose. The Committee is comprised of Technical and Administrative experts. The Committee's decision will be final.

Final rate for comparison to include equipment cost, shipment to delivery location, handling cost, custom duties and taxes applicable, unloading and installation etc. Warranty shall be 3 years including extended warranty.

The bundle should include mandatory spares, manuals, training materials, sketches/layouts , training cost and Commissioning etc.

Note: Where there is no mention of packing, forwarding, freight, insurance charges, taxes etc. such offers shall be rejected as incomplete.

1.32.5

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

1.32.6

There is no provision to purchase optional items. The specifications embodied in the tender documents would be the basis of evaluating the responsiveness of bids received.

1.32.7

The Purchaser shall compare all substantially responsive bids to determine the lowest valuated bid (financial), in accordance with ITB Clause 1.32.

1.32.8

During evaluation of Technical acceptability, if needed, the bidder shall facilitate a visit of the selected members of the Evaluation committee to a location where the offered Test Bench is installed and operational. [Cost for such Travelling will be borne by the purchaser]

1.33 Contacting the Purchaser

1.33.1

Subject to ITB Clause 1.25, 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.

1.33.2

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

1.34 Post qualification

1.34.1

In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 1.14.

1.34.2

The determination will take into account the eligibility criteria listed in the bidding documents and will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.

1.34.3

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

(I) AWARD OF CONTRACT

1.35 Negotiations

1.35.1

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

1.36 Award Criteria

Subject to ITB Clause 1.39, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. The details of the award would be hosted on the website of the Purchaser.

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

The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements to the extent of 25% without any change in unit price or other terms and conditions.

1.38 Option Clause

The Purchaser reserves the right to increase or decrease the quantity of the required goods up to 25% (Twenty-Five) per cent at any time, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period)

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

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

1.40 Notification of Award

1.40.1

Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable or telex or fax or e mail that the bid has been accepted (L1) and a separate Letter of intent (LOI) shall follow through post. Within Fourteen (14) days from the date of receipt of the LOI, the successful Bidder shall sign, date, and return it to the Purchaser as the token acceptance of the LOI.

Though 14 days granted for acceptance, the L1 has to respond immediately for early commissioning of the Test Bench.

1.40.2

On acceptance of LOI by the successful bidder , the Purchase Order will be issued to the Bidder by the Purchaser. A formal contract agreement is to be executed, the notification of award should constitute a binding contract.

1.40.3

Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 1.43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security/ EMD.

1.41 Signing of Contract

1.41.1

Promptly after notification and acceptance (LOI), the Purchaser shall send the Purchase Order to the successful Bidder.

- 1.41.2 The bidder shall execute the agreement in 10 days of receipt of the PO. The purchaser has the authority to extend agreement execution time on genuine grounds.
- 1.41.3 The date of execution of the agreement shall be treated as the date of commencement of the contract for the purpose of delivery, installation etc.

1.42 Order Acceptance

1.42.1

The successful bidder should submit Order acceptance within 14 days from the date of receipt of LOI, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited pursuant to clause 1.16.8 of ITB.

1.42.2

The acceptance confirmation must be received within 14 days from the receipt of the LOI. However, the Purchaser has the powers to extend the time frame for submission of order confirmation beyond the original date. Even after extension of time, if the order confirmation is not received, the contract is liable to be cancelled provided that the purchaser, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained, may, for cogent reasons, offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.

1.43 Performance Security / Performance Bank Guarantee (PBG / PS)

1.43.1

Within 21 days of receipt of the PO, the Supplier shall furnish performance security (PS) in the amount specified in clause 2.13 of GCC, valid till 60 days after the warranty period including the extended period.

- 1.43.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

- 1.43.3 The Performance Security (PS) shall be denominated in Indian Rupees for the offers received for supplies within India and denominated in the currency of the contract in the case of offers received for supply from foreign countries or in equivalent Indian rupees in case the performance security is submitted by the Indian Agent.

- 1.43.4 In the case of imports, the PS may be submitted either by the principal or by the Indian agent and, in the case of purchases from indigenous sources, the PS may be submitted by either the manufacturer or their authorized dealer/bidder.

1.43.5

The Performance security shall be in the following form:

- a) A Bank guarantee or stand-by Letter of Credit issued by a Nationalized/ Scheduled bank located in India or a Foreign bank with preferably its operating branch in India in the form provided in the bidding documents.

1.43.6

The performance security/ Performance Bank Guarantee (PBG) will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date

of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in SCC, without levy of any interest.

1.43.7. In the event of any contract amendment, the supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.

1.43.8

The performance security/PBG must be received within 21 days, normally . However, the Purchaser has the powers to extend the time frame for submission of Performance Security (PS). The PBG/PS shall, however, be furnished well before the delivery of the items at site. The decision of the Purchaser will be final on granting time to the supplier for furnishing of PBG. Even after extension of time, if the PS is not received, the contract is liable to be cancelled provided that the purchaser, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained, may, for cogent reasons, offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.

1.43.9

The Purchaser may allow a bidder who is a [Government owned] MSE firm to deposit the performance security by deducting 5% payment from its bills. Such payment shall remain with the Purchaser till the completion of the warranty period and other contractual obligations. No interest shall be payable on such deductions.

1.43.10

Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.

1.44.0 Pre-bid Conference (PBC):

The Purchaser will convene a pre-bid meeting with prospective bidders to clarify any ambiguity in the tender document with respect to conditions or specification of BoQ. Date and time for such a meeting is indicated in the " important dates " . The purchaser will issue corrigendum or addendum for such clarifications , if required.

Bidders shall account such amendments also while bidding.

CHAPTER 2

CONDITIONS OF CONTRACT

A GENERAL CONDITIONS OF CONTRACT (GCC)

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GENERAL CONDITIONS OF CONTRACT (GCC)

2.1 Definitions

2.1.1

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

- (a) Contract means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

- (b) Contract Documents means the documents listed in the Contract Agreement, including any amendments thereto.
- (c) 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.
- (d) Day means calendar day.
- (e) Completion means the fulfillment of the Goods and related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (a) GCC means the General Conditions of Contract.
- (b) 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.
- (c) Related Services means the services incidental to the supply of the goods, such as transportation, insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (d) SCC means the Special Conditions of Contract.
- (e) Subcontractor means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (f) Supplier means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (36) TrEST Research Park means Trivandrum Engineering Science and Technology (TrEST) Research Park registered as section 8 Company under Higher Education department , Government of Kerala
- (m) The —Purchaser means TrEST Research Park.
- (n) The final destination, where applicable, means the place named in the SCC.
- (o) LOI means Letter of Intent
- (p) PO means Purchase Order

2.2 Contract Documents

2.2.1

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

2.3 Code of Integrity

2.3.1

Without prejudice to and in addition to the rights of the Purchaser to other penal

provisions as per the bid documents or contract, if the Purchaser comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the Purchaser may take appropriate measures including one or more of the following:

- (40) Cancellation of the relevant contract and recovery of compensation for loss incurred by the purchaser;
- (41) Forfeiture or encashment of any other security or bond relating to the procurement;
- (42) Recovery of payments including advance payments, if any, made by the Purchaser along with interest thereon at the prevailing rate.
- (43) Provisions in addition to above:
Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year;
In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

2.4 Joint Venture, Consortium or Association

2.4.1

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

2.5 Scope of Supply

2.5.1

The Goods and Related Services to be supplied shall be as specified in Chapter 4 i.e. Specifications and allied technical details [BoQ].

2.6 Suppliers' Responsibilities

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

2.7 Contract price

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

2.8 Copy Right

The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in

the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

2.9 Application

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

2.10 Standards

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

2.11 Use of Contract Documents and Information

2.11.1

The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

2.11.2

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

2.11.3

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

2.12 Patent Indemnity

2.12.1

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

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

2.12.2

If any proceedings are brought or any claim is made against the Purchaser, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may 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 claim.

2.13 Performance Bank Guarantee / Performance Security (PBG/ PS)

The amount of the Performance Security shall be **5%** of the contract value.

2.14 Inspections and Tests

The inspections & test, training required would be as detailed in Chapter-4 of the Bidding Document relating to Specification and Allied Technical details.

2.15 Packing

2.15.1

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

2.15.2

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

2.16 Delivery and Documents

2.16.1

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

Cost for packing, forwarding, delivery, installation etc to be quoted in the price schedule, in the appropriate row provided.

2.16.2

The mode of transportation shall be as specified in SCC. In case the purchaser elects to have the transportation done through Air, then air lifting needs to be done through Air India only. In case Air India does not operate in the Airport of despatch, then the bidder is free to engage the services of any other Airlines.

2.16.3 The Equipments are to be delivered at ;

**Energy Management Centre
Sreekrishna Nagar
Sreekariyam Post
Trivandrum - 17**

2.17 Insurance

2.17.1

Should the purchaser elect to buy on **FORD** basis, the Goods supplied under the Contract shall be fully insured against any loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in SCC.

2.17.2

Where delivery of the goods is required by the purchaser on **FORD** basis the supplier shall arrange and pay for Cargo Insurance, naming the purchaser as beneficiary and initiate & pursue claims till settlement, on the event of any loss or damage.

2.17.3

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

2.18 Transportation

The Supplier is required under the Contract to transport the Goods to a specified destination in India, defined as the Final Destination, transport to such destination, including insurance and storage, as specified in the Contract, shall be arranged by the Supplier, and the related costs shall be included in the Contract Price.

2.19 Incidental Services

The supplier may be required to provide any or all of the services, including training, if any, specified in chapter 4.

2.20 Spare Parts

2.20.1

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

- (b) Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (c) In the event of termination of production of the spare parts:
 - Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and

Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

2.21 Warranty and Support / Service Level

2.21.1

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

2.21.2

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

2.21.3

Unless otherwise specified in the SCC, the warranty shall remain valid for **Thirty Six months** including the extended warranty after the Goods once delivered to and accepted finally, at the final destination indicated in the SCC

2.21.4

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

2.21.5

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

2.21.6

If having been notified, the Supplier fails to remedy the defect within a reasonable period of time; 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.

2.21.7

Goods requiring warranty replacements must be replaced on free of cost basis to the purchaser.

2.21.8 During the period of warranty, the supplier shall provide timely service support remote / onsite so that the operation of the Test Bed is not affected or forced to rest. Whenever a snag can be rectified using remote support, it should be attended to immediately and the Lab is put to continued operation with minimal shut down time.

2.21.9 When a operational snag need to be attended to, by technical persons it should be attended to within 48 hours, if resources from other cities have to be deputed to attend the fault. If a fault is not attended for more than 72 hours by the supplier / OEM, **penalty of Rs.5000/-** shall be levied per day from the date occurrence of the fault / fault reporting till it is rectified.

If the resolution of the fault demand more time for want of spares, the supplier shall inform the Purchaser in writing indicating the probable time and reasons for the delay. However the fault to be rectified in a reasonable amount of time, without largely affecting the operation of the Test Lab.

2.12.10 Penalty amount added up, if default happens on multiple occasions, and will be deducted from the PBG furnished by the Supplier.

2.22 Terms of Payment

2.22.1

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

2.22.2

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

2.22.3

(a) Payments shall be made promptly by the Purchaser but in no case later than thirty days after submission of the invoice or claim by the Supplier *and final acceptance by the Purchaser after testing of the Motor Test Bench*. While claiming the payment, the supplier should certify in the bill/invoice that the payment being claimed strictly in terms of the contract and all obligations on the part of the supplier for claiming the payment have been fulfilled as required under the contract.

(b) Payment will be made as per clause in SCC against clause GCC 2.22.1

2.22.4

Payment shall be made in Indian currency only as indicated in the contract.

2.23 Change Orders and Contract Amendments

2.23.1

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

- (a) Increase or decrease in the quantity required, exercise of quantity opinion clause;
- (b) Changes in schedule of deliveries and terms of delivery;
- (c) The changes in inspection arrangements;
- (d) Changes in terms of payments and statutory levies;
- (e) Changes due to any other situation not anticipated;

2.23.2

No changes in the price quoted shall be permitted after the purchase order has been issued except on account of statutory variations.

2.23.3

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

2.24 Assignment

2.24.1

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

2.25 Subcontracts

2.25.1

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

2.26 Extension of time.

2.26.1

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

2.26.2

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

2.26.3

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

2.26.4 Buyer reserves the right to postpone schedule of material supply after finalization of order by 6 months without any additional cost implication, if the supplier agree to such extension.

2.27 Liquidated Damages

Subject to GCC Clause on Force Majeure, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services or contract value in case the delivered price of the delayed goods or unperformed services cannot be ascertained from the contract, for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the Percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause on Termination for Default.

2.28 Termination for Default

2.28.1

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

- (a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause on Extension of Time; or
- (1) If the Supplier fails to perform any other obligation(s) under the Contract.
- (2) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices etc. as defined in GCC Clause and ITB clause on code of integrity in competing for or in executing the Contract.

2.28.2

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

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

2.29 **Force Majeure**

2.29.1

Notwithstanding the provisions of GCC Clauses relating to extension of time, Liquidated damages and Termination for Default the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

2.29.2

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

2.29.3

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

2.29.4

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

2.30 Termination for Insolvency

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

2.31 Termination for Convenience

2.31.1

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

2.31.2

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

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

2.32 Settlement of Disputes

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

2.32.2

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

2.32.3

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

- If any dispute or difference arises between the parties hereto as to the construction, interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this Agreement,

such disputes or differences shall be referred to an Arbitral Bench consisting of three Arbitrators, one each to be appointed by each party and the two Arbitrators shall appoint a third Arbitrator who shall be the presiding Arbitrator. A reference to the Arbitration under this Clause shall be deemed to be submission within the meaning of the Arbitration and Conciliation Act, 1996 and the rules framed there under for the time being in force. Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrators otherwise decides in the Award.

2.32.4

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

2.32.5 notwithstanding, any reference to arbitration herein,

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

2.33 Governing Language

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

2.34 Applicable Law

The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction is Thiruvananthapuram , Kerala.

2.35 Notices

2.35.1

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

2.35.2

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

2.36 Taxes and Duties

2.36.1

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

2.36.2

All payments due under the contract shall be paid after deduction of statutory levies (at source) (like IT, etc.) wherever applicable.

2.37 Right to use Defective Goods

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

2.38 Protection against Damage

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

- Voltage 230 volts – Single phase/ 415 V 3 phase (+_ 10%)
- Frequency 50 Hz (+ / - 3%).

2.39 (a) Site preparation and installation

The Bidder is solely responsible for the construction of the equipment sites in compliance with the technical and environmental specifications defined by the Supplier if any. The Purchaser will designate the installation sites before the scheduled installation date to allow the Supplier to perform a site inspection to verify the appropriateness of the sites before they submit their offer for the facility. No claim whatsoever shall be undertaken if the site is not inspected prior to submission of the bid. The supplier shall arrange its delivery in such a way that the purchaser is able to utilize the full warranty period.

(b) Site readiness – Role of the Purchaser

Power, water connection and space will be provided by TrEST Park. Cables to power the machines will be laid by TrEST Park. However, mounting of machines / equipments, terminal connections etc to be done by the supplier.

2.40 [deleted]

2.41 Risk Purchase Clause

If the supplier fails to deliver the goods within the maximum delivery period specified in the contract or Purchase Order, the purchaser may procure, upon such terms and in such a manner as it deems appropriate, Goods or Services similar to those undelivered and the Supplier shall be liable to the purchaser for any excess costs incurred for such similar goods or services.

2.42 Option Clause

The Purchaser reserves the right to increase or decrease the quantity of the required goods up to 25% (Twenty-Five) per cent at any time, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period)

2.43 [deleted]

The names and contact details of the Independent External Monitors (IEM) on the event of the need of IP is as detailed in the SCC.

2.44 Order Acceptance

2.44.1

The successful bidder should submit Order acceptance within 14 days from the date of issue of LOI , failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited pursuant to clause 1.16.8 of ITB.

B 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.

S.N.	GCC Clause Ref	Condition
4	GCC 2.15.2	<p>The marking and documentation within and outside the packages shall be:</p> <p>(a) Each package should have a packing list within it detailing the part No(s), description, quantity etc.</p> <p>(b) Outside each package, the contract No., the name and address of the purchaser and the final destination should be indicated on all sides and top.</p> <p>(c) Each package should be marked as 1/x, 2/x, 3/x.....x/x, where —x is the total No. of packages contained in the consignment.</p> <p>(d) All the sides and top of each package should carry an Appropriate indication/label/stickers Indicating the precautions to be taken while handling/storage.</p>
5	GCC 2.16.1	The bidder shall produce a bar chart showing the time required for each event and the deliverables for the proposed. Failure to provide such details in the technical bid shall be viewed as a material deviation and the bid may be rejected as incomplete.
6	GCC 2.16.3	The supplies are from within India and the mode of transportation shall be by Road / Rail /Air / Sea / Courier / Multimodal transport .
7	GCC 2.17.1	The Insurance shall be for an amount equal to 110% of the value of the contract from within —warehouse (Ex works) to warehouse (for destination value) (final destination) on —all risk basisl including strikes, riots and civil commotion including the installation & commissioning work at the installation site covering the safety of the workmen along with the materials.
8	GCC 2.21.3	The period of validity of the Warranty for the system shall be Thirty six (36) months from the date of acceptance All consumables of the equipment required for up keeping of the equipment shall be included during the period of warranty
9	GCC2.22.1	<p>The payment terms for this contract shall be :</p> <p>1. 50% less GST TDS & IT TDS if applicable, on satisfactory delivery of items.</p> <p>2. 50% against installation of the items/equipment & Final</p>

		acceptance
	GCC 2.22.1	The supplier shall produce the following documents for claiming the payment.
		<p>(a) For claiming the 50% payment against delivery</p> <p>Invoice for the supplied item Certificate of receipt signed by the appropriate user certifying the delivery of the goods in good condition as per the PO.</p> <p>(b) For claiming 50% payment due on installation , commissioning and final acceptance Letter requesting the payment Installation report signed by the user mentioning that the installation has been done satisfactorily. Acceptance report as indicated in the tender document. A certificate mentioned below.. Note: All claims must accompany the following certificate</p> <p>Certified that the payment claimed is strictly in terms of the contract and all the obligations on our part for claiming this payment have been fulfilled as required under the contract.</p> <p>Note: All payments due under the Contract shall be paid after deduction of statutory levies at source (like ESIC, TDS on Income Tax, TDS on GST etc.), wherever applicable.</p>
10	GCC 2.27.1	The penalty shall be 0.5% per week or part of a week towards late delivery and towards delay in installation and commissioning. The maximum amount of penalty shall be 10%
11	GCC 2.34.1	The place of jurisdiction is Thiruvananthapuram , Kerala .
12	GCC 2.35.1	For notices, the Purchaser's address is; TrEST Research Park, TC 4/2322, GEM Bldg, (opp). CET, Kulathoor road , Thiruvananthapuram - 16 Kerala
13	GCC 2.35.1	Telephone: 0471 2598555 Electronic mail address trestpark@kerala.gov.in
14(a)	Technical and Test conditions	The supplier has to furnish a torque speed power graph for the capability of both the dynamometers.(including time to sustain the same)
14(b)	Accuracy	The accuracy of all the measurements made using the system and the software has to be mentioned.
14©	Acceptance test criteria	1. The supplier has to perform the following g conditions for testing. a) Max Power (including time to sustain the same)

		<ul style="list-style-type: none">b) Max Speed (including time to sustain the same)c) Max Torque (including time to sustain the same)d) The torque speed power graph claim made by the supplier in the technical bid will be tested for 10 random points at the discretion of the technical committee.e) Supplier should demonstrate the accuracy of measurement of the data acquisition system using a standard reference meterf) The temperature, humidity, water flow rate, pressure claims made by the supplier for the environmental chamber and the coolant conditioning unit has to be demonstrated.
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CHAPTER 3

(To be filled by the bidder as appropriate and enclosed with the Technical Bid) **SCHEDULE OF REQUIREMENT/ DELIVERY**

Sl. No	Brief Description of Goods & Services	Quantity	Physical Unit	Final destination/ Place	Delivery Schedule from date of acceptance of PO by the bidder (to be filled by the bidder)	Time frame required for conducting installation, commissioning of the eqpt., acceptance test, etc. after the arrival of consignment
						(to be filled by the bidder)
1	30 kW Dynamometer for low voltage powertrain testing	1		Energy Management Centre, Sreekariyam, Trivandrum		
2	150 kW Dynamometer for high voltage power train testing	1		Do		
3	Environmental Chamber which is compatible with both the above system	1		Do		

Location, no. of persons, period of training, nature of training)

Sl.no	Nature of Training	No. of Persons to be trained	No. of days of training	No of training personnel to be deputed by the Bidder / OEM for the training

Date
Place :

Signature of the Bidder

Notes for Bidders:

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

Chapter 4

Specifications and Allied Technical Details

Introduction

Scope

The purpose of this document is to describe the requirement of electric motor test bench (Dyno) for testing of E-motor for 2 Wheeler, 3 Wheeler and 4 Wheeler applications.

A test bench for electric motors is a testing system for the reproducible testing of mechanical and electrical properties, the thermal design, overload capacity and other application-specific measurands on electrical drives/controller.

This test setup should connect with any type of motor to intended motor controller. Shall perform the measurement of output characteristics of torque, speed, current, voltage, Back EMF and temperature. Provide the result in graphical representation.

Test bench should be compatible with following motor specification.

- Motor: 30 KW (250Nm and 10,000RPM)
- Motor: 150 KW (400Nm and 15,000RPM)

Scope of Measurement

Measurement

The determination of power, efficiency and dynamics of an electric motor is based on the measurement of:

Electrical quantities

- Current
- Voltage
- Power
- Back EMF
- Power Factor
- Harmonic Content

Mechanical quantities

- Torque
- Rotational speed (CW/CCW)

Temperature

Test DUT temperatures (Motor/controller/ambient, etc.) during the continuous/normal test run or during freely definable load cycles or in various test modules

Vibrations

For the detection of system errors, such as bearing damages, imbalances, etc., to prevent consequential damages that could occur during measurement

Requirements

Test Bench Requirement

- Computerized and automated test bench setup for motor/controller validation. Dyno motor solution (regenerative) is equipped with motor and drive system. Real time data processing
- Performance testing application
- Synchronizing all measurement data such as voltage, current, torque, speed, Temperature and CAN -Bus.
- Input power supply 415V 3Phase 50Hz
- Windows PC with application software

- Software allows to do manual and automatic measurement modes
- Features for data management and visualization such as scope, charts and report generator.
- Built in features for test process customization and allows to run custom scripts
- Should allow steady state measurement and recording of channels at different logging rates
- Speed measurement in RPM with external encoder and controller.
- Vibration measurement.
- Machine user manual, engineering documents, eBOM and spare parts list
- Machine calibration certificate

Note* All measurement device and power supply unit technical document should submit along with offer.

Specifications for 30KW Motor Dynamometer System.

Motor dyno:

Power	30 KW
Nominal Torque	250 Nm (No time restriction)
Peak Torque	300 Nm (Available for atleast 15 Secs)
Nominal Speed	1150 Rpm
Max. Speed	10,000 Rpm
Degree of Protection	IP 55
Cooling Type	Air Forced ventilation Cooled
Stall brake	To measure stall torque of e-motor
Safety protections	To provide safety guards with interlock for all rotating parts
Test Bed Requirements	Mounting frame for Dyno and other accessories. A suitable and modular mounting mechanism has to be provided such that different startup companies can bring their motor and use the system seamlessly. The vendor also has to provide drawings of the mounting adaptor and a document explaining the same so that the same can be shared with the companies which will use this system.

- Possibility of controlling and monitoring and recording data of motor Dynamometer from Automation system.
- Supplier has to provide torque speed characteristics supported by the Dynamometer for test systems (Max limits available to user including time limits)

Bi-Directional DC Power Supply unit:

Power	36 kW (Regenerative Type)
Voltage Range	3 – 300V DC
Current Range	± 450A DC
Voltage Rise Time (full Load)	≤30ms
Voltage Rise Time (No Load)	≤15ms
Voltage Fall Time (full Load)	≤15ms
Voltage Fall Time (No Load)	≤30ms

Transient response time	<2ms
Voltage Accuracy	$\leq 0.02\% + 0.02\%fs$
Current Accuracy	$\leq 0.1\% + 0.1\%fs$
Power Accuracy	$\leq 0.5\% + 0.5\%fs$
Communication Protocol	CAN Protocol
Cooling Type	Air Forced ventilation Cooled
Full protections	OVP, OCP, OPP, OTP, power down protection
Isolation monitoring	For monitoring isolation faults at output
Discharge unit required	30kW and above passive discharge unit required

- Possibility of controlling and monitoring of Regenerative DC Supply from Automation system.
- The Current that can be supplied by the system at each voltage has to be specified in the form of a graph or tabular column.

Data Acquisition system:

Voltage and current measurement	at 200KHz $\pm 0.1\%$ FS
Current clamp meters	500A AC/DC X 4 Nos.
Temperature Measurement	Range 0°C to 200°C Measuring accuracy ± 1 °C Measuring resolution: 0.1 °C Sensor types: Thermocouple J, K or RTD X 06 Nos.
Vibration Measurement	6 channels
Torque Measurement	Measuring range 300 Nm and above. Accuracy $\pm 0.1\%$ FS Nominal speed Up to 10,000 RPM
Digital inputs	16 nos
Digital outputs	16 nos
Analog outputs	4 nos
Speed Measurement	Measuring accuracy - ± 1 RPM

- Possibility of controlling, monitoring and Logging of All above data from Automation system.

Power Analyzer:

Number of Channels	1 X DC Current, (5 – 500A through CT) 3 X AC Current, (5 – 500A through CT) 1 X Speed, 1 X Torque, 1 X DC Voltage (upto 1500V DC) 3 X AC Voltage (upto 1500V AC)
Measurement Accuracy	+/- 0.04%,
Measurement Frequency of DC	0.5hz to 200 kHz
Display	Min 7 inch TFT color LCD, USB~PC, USB ~ peripheral, LAN, RS-232c, CF card interfaces, standard software for pc communication. & motor + torque connector input functions.
All standard accessories	instruction manual, power cord, measurement guide, USB cable, input cord, d-sub connector
Cables	Voltage: input voltage measurement cord red / yellow / blue / gray, 3m length. Current: Current input, ac/dc high accuracy current

	probe core diameter of min- \varnothing 24 mm, 500 amp, with Cord length of min 2m.
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- Possibility of controlling, monitoring and Logging of All above data from Automation system.

Requirements for 150 KW System.

Test Bench Requirement

- Computerized and automated test bench setup for motor/controller validation. Dyno motor solution (regenerative) is equipped with motor and drive system. Real time data processing
- Performance testing application
- Synchronizing all measurement data such as voltage, current, torque, speed, Temperature and CAN -Bus.
- Input power supply 415V 3Phase 50Hz
- Windows PC with application software
- Software allows to do manual and automatic measurement modes
- Features for data management and visualization such as scope, charts and report generator.
- Built in features for test process customization and allows to run custom scripts
- Speed measurement in RPM with external encoder/resolver and controller.
- Vibration measurement.
- Machine user manual, engineering documents, eBOM and spare parts list

Specifications for 150KW Motor Dynamometer System.

Motor dyno:

Power	150 KW
Nominal Torque	400 Nm
Peak Torque	480 Nm
Max. Speed	15,000 Rpm
Degree of Protection	IP 55
Cooling Type	Air Forced ventilation Cooled
Stall brake	To measure stall torque of e-motor
Safety protections	To provide safety guards with interlock for all rotating parts
Test Bed Requirements	Mounting frame for Dyno and other accessories. A suitable and modular mounting mechanism has to be provided such that different startup companies can bring their motor and use the system seamlessly. The vendor also has to provide drawings of the mounting adaptor and a document explaining the same so that the same can be shared with the companies which will use this system.

- Possibility of controlling and monitoring of motor Dyno from Automation system.
- Supplier has to provide torque speed characteristics supported by the Dynamometer for test systems (Max limits available to user including time limits)

Bi-Directional DC Power Supply unit:

Power	160 KW (Regenerative Type)
Voltage Range	8 – 800V DC
Current Range	± 600A DC
Voltage Rise Time (full Load)	≤5ms
Voltage Rise Time (No Load)	≤2ms
Voltage Fall Time (full Load)	≤5ms
Voltage Fall Time (No Load)	≤2ms
Transient response time	<2ms
Voltage Accuracy	≤0.1% FS
Current Accuracy	≤0.1% FS
Power Accuracy	≤0.1% FS
Communication Protocol	CAN Protocol
Cooling Type	Air Forced ventilation Cooled
Full protections	OVP, OCP, OPP, OTP, power down protection
Isolation monitoring	For monitoring isolation faults at output
Discharge unit required	150kw and above passive discharge unit required
Ambient Working Temp	0 - 40°C

- Possibility of controlling and monitoring of Regenerative DC Supply from Automation system.
- Bi-Directional DC-DC power supply for voltage control to DUT Controller.

Data Acquisition system:

Voltage and current measurement	at 200KHz ± 0.1% FS (Accuracy)
Derived Quantities Accuracy (Power, Power factor ,efficiency)	Atleast ± 0.2% FS
Current clamp meters	1000A AC/DC X 4 Nos.
Temperature Measurement	Range 0°C to 200°C Measuring accuracy ± 1 °C Measuring resolution: 0.1 °C Sensor types: Thermocouple J, K or RTD X 06 Nos.
Vibration Measurement	6 channels
Torque Measurement	Measuring range 500 N·m Accuracy ±0.1% FS Nominal speed Up to 15,000 RPM
Speed Measurement	Measuring accuracy - ± 1 RPM (Power measurement accuracy of min 0.2% FS required)
Digital inputs	16 nos
Digital outputs	16 nos
Analog outputs	4 nos

- Possibility of controlling, monitoring and Logging of All above data from Automation system.

Power Analyzer:

Number of Channels	1 X DC Current, (10 – 1000A)
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	3 X AC Current, (10 – 1000A) 1 X Speed, 1 X Torque, 1 X DC Voltage (upto 1500V DC) 3 X AC Voltage (upto 1500V AC)
Measurement Accuracy	+/- 0.04%,
Measurement Frequency of DC	0.5hz to 200 kHz
Display	9" TFT color LCD, USB~PC, USB ~ peripheral, LAN, RS-232c, CF card interfaces, standard software for pc communication. & motor + torque connector input functions.
All standard accessories	instruction manual, power cord, measurement guide, USB cable, input cord, d-sub connector
Cables	Voltage: input voltage measurement cord red / yellow / blue / gray, min 3m length. Current: Current input, ac/dc high accuracy current probe core min diameter- ϕ 24 mm, 500 amp, with Cord with min length 3m.

- Possibility of controlling, monitoring and Logging of All above data from Automation system.

AUTOMATION SYSTEM:

Software Requirements:

- Should be able to write user defined test programs in graphical format.
- Standard test cycles like peak power test, 30 min power test should be available.
- Should be able to execute Transient test profiles in speed / torque representing vehicle cycles.
- Continuous recording by means of recorders with a minimum of 64 channels and a total data throughput of 100Hz, should be supported.
- Facility to interface matlab models to high power dyno.
- Facility to convert MATLAB models into Realtime models so that it should be executed in real time.
- Realtime controller with UUT on CAN and Dyno controller should work.
- Should have safety functions like limit monitoring for user defined channels.
- Should be able to plot all 4 Voltage, 4 Current, (1 each DC and 3 each AC), encoder, PWM, Speed, Power, Power factor, in 1 time scale for comparison purpose. (Stacked plot)
- Should be able to interface application systems on CAN or ASAP3
- All the equipments should be controlled from the Automation system.
- User should be able to write and execute formulas
- Errors coming from the test equipments and unit under test to be logged in automation system.
- If any error comes system should safely shut down.
- Automation system should be able to interface to facility safety system

Hardware Requirements:

1. Industrial PC along with CAN interface, Ethernet interface, 8 nos RS232 ports. 2 nos of HDD with min 500GB space,
2. Screen Resolution (max.) : Full-HD (1920 x 1080) at 60 Hz

UPS PACKAGE 1500 VA / 230 VAC / 19"rack mountable

- Capacity: 1,500 VA / 1,000 W (load with one Workstation, two TFT Monitors, one Interfacebox / PCI and one Power Supply 24 VDC / 20 A: approx. 10 min)
- Mains voltage: 230 VAC 50/+/- 3 Hz

Environmental chamber:

Performance	To Carry out steady state as well as Cyclic Temperature and Humidity tests.
Available space for DUT	1000mm W x 1000mm D x 1000mm H (1000 ltrs)
Temperature Range	-40°C to +150°C
Rate of change of temperature	Heating : Average 4°C/min Empty Chamber. Cooling : Average 4°C/min Empty Chamber.
Gradient in Space	Less than $\pm 1.5^\circ\text{C}$. (Empty chamber after stabilization)
Humidity	10% to 98% $\pm 3\%$ RH limited by minimum dew point of +4°C in the climatic range of +10°C to +80°C.
Dissipative load	2.5KW @ -20°C. First temperature is achieved and then dissipative load started.
Door	Full front opening door, double walled insulated and interior lined with stainless steel.
Gasket	Double gasket, one on the chamber and one on the door.
Hinges & Latches	Heavy duty hinges with toggle type locking arrangement
Mounting	Trolley mounting type with Wheels for portability

*Should be able to be used in both the test beds 30KW and 150KW system.

COOLANT Conditioning Unit :

Max Heat withdrawal	20 KW
Cooling temperature range	-20 to 90°C
Accuracy	$\pm 0.5\%$ FS
Temperature Control Accuracy	$\pm 1^\circ\text{C}$ (Steady State)
Temperature Resolution	0.1°C
Coolant Flow Control	3 – 50 lpm
Flow measurement accuracy	$< \pm 0.1$ l/min
Resolution of flow rate	0.1 l/min
Maximum supply pressure	5.5 Bars
Assessories	Piping / Fittings, rings / Gaskets, Filters & Filter Elements.
Ambient Temperature	0 to 40°C

Warranty conditions.

- Complete system to be offered with 2 years of extended warranty.

AMC and life cycle support

Successful bidder shall commit Site support and availability of spares for 10 years from the date of acceptance, to ensure operational continuity of the test bed during the above said period. [[A declaration to be uploaded by the bidder with technical bid](#)].

After the Warranty period, successful bidder to offer reasonable AMC charges to TrEST Park. This should not be more than the normal market rate.

4.4.2 Manufacturer's Inspection Certificate`

After the goods are manufactured and assembled, inspection and testing of the goods shall be carried out at the supplier's plant by the supplier, prior to shipment to check whether the goods are in conformity with the technical specifications. Manufacturer's test certificate with data sheet shall be issued to this effect and submitted along with the delivery documents. The purchaser reserves the options to be present at the supplier's premises during such inspection and testing.

4.4.3 Acceptance Test

The acceptance test will be conducted by the Purchaser, their consultant or other such person nominated by the Purchaser at its option after the equipment is installed at Purchaser's site in the presence of supplier's representatives. The acceptance will involve trouble free operation. There shall not be any additional charges for carrying out acceptance test. No malfunction, partial or complete failure of any part of the equipment is expected to occur. The Supplier shall maintain necessary log in respect of the result of the test to establish to the entire satisfaction of the Purchaser, the successful completion of the test specified.

On the event of the ordered item failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the Purchaser reserve the right to get the equipment replaced by the Supplier at no extra cost to the Purchaser.

Successful conduct and conclusion of the acceptance test for the installed goods and equipment shall also be the responsibility and at the cost of the Supplier.

The acceptance tests at the final destination include the following:

- (a) Sealed Bottle and No Physical damage
- (b) Specification should be same as mentioned above
- (c) It should not form any colloidal with respect to time

4.5 Training

Free training should be imparted to at least 5 persons of the purchaser at the purchaser's premises for a period of minimum 3 days on operation, trouble shooting and maintenance of the supplied item.

CHAPTER 5

Price Schedule Forms

- 5.1** As per BOQ in MS-Excel format available in the tender separately under Price bid/BoQ.

CHAPTER 6

Qualification Requirements

Criteria 1 - Experience and Past Performance:

- (h) *The bidder (manufacturer or principal of authorized representative – hereinafter referred simply as ‘The Bidder’) should supplied /erected/ commissioned in India, the quoted requirement or with higher specifications having/with same or better parameters (hereinafter called ‘The Product’). The bidder should submit the manufacturer authorization form as appended in Chapter-8 and*
- (i) *‘The bidder’ should have manufactured and supplied (/erected/commissioned) at least 01 numbers (herein after referred as ‘The Qualifying Quantity’) of ‘The Product’ in at least one of the last five years ending on ‘The relevant Date’,*
- (j) *At least 01 numbers of offered version/model of ‘The product’ should be in successful operation for at least one year on the date of bid opening.*
- (k) *As the process Development facility may contain a variety of equipments, the bidder must enclose the Manufacturer authorization form for all reactors and analytical equipment’s.*

Criteria 2 - Capability- Equipment & manufacturing Facilities:

‘The bidder’ or its principals must have an annual capacity to manufacture and supply (/erected/ commissioned)at least One such product.

Note: In case of multiple products in a tender, this criterion shall be applicable product wise. For all reactors/ analytical equipments.

Criteria 3 - Financial Standing – under all conditions

- (1) *The-total turnover of ‘The bidder’, for sales of similar equipments , during the last Five years, should be at least Rs. 100 Crores in India (or equivalent in foreign currency at exchange rate prevalent on ‘The Relevant Date’) as per the annual report (audited balance sheet and profit & loss account) of the relevant period. A self*

certified copy of such document issued by a Chartered Accountant/Cost Accountant in India need to be attached.

The condition of prior turnover and prior experience with respect to Micro and Small Enterprises in all public procurements subject to meeting of quality and technical specifications is relaxed in this tender as per the instructions of the Ministry of MSME. Further, the condition of prior turnover and prior experience may be relaxed for Start-ups (as defined by Department of Industrial Policy and Promotion)

To avail such exemption, the bidder must enclose necessary documentary evidence.

1. *Bidder Firm (manufacturer or principal of authorized representative) should not have suffered any financial loss for more than one year during the last five years, ending on 'The Relevant Date'.*

The net worth of the Bidder firm (manufacturer or principal of authorized representative) should not be negative on 'The Relevant Date' and also ii) should have not eroded by more than 30% (thirty percent) in the last three years, ending on 'The Relevant Date'.

Note: In case of Indian Bidders/companies (manufacturer or principal of authorized representative) who have been restructured by Banks in India, under the statutory guidelines, they would be deemed to have qualified the Financial standing criteria considering the institutional financial backing available to them.

2. *For Existing Successful Past Suppliers: In case the bidder (manufacturer or principal of authorized representative) who is a successful past supplier of 'The Product' in at least one of the recent past procurements, who do not meet any or more of requirements above, would also be considered to be qualified in view of their proven credentials, for the maximum quantity supplied by him in such recent past.*
3. *Joint Ventures and Holding Companies: Credentials of the partners of Joint ventures cannot (repeat cannot) be clubbed for the purpose of compliance of PQC in supply of Goods/Equipment, and each partner must comply with all the PQC criteria independently. However for the purpose of qualifying the Financial Standing Criteria, the Financial Standing credentials of a Holding Company can be clubbed with only one of the fully owned subsidiary bidding company, with appropriate legal documents proving such ownership.*

Note for Bidders:

- (a) Doctrine of Substantial Compliance: The Pre-Qualification Bidding (PQB) and Pre-Qualification Criteria (PQC) [done as part of Technical Evaluation] are for shortlisting of sources who are competent to perform this contract to ensure best value for money from expenditure of Public Money. This process is neither intended to bestow any entitlement upon nor to create any rights or privileges for the Bidders, by way of overly hair-splitting or viciously legalistic interpretations of these criteria, disregarding the very rationale of the PQB and PQC. Keeping this caveat in view, interpretation by the Purchaser would be based on common usage of terminologies

and phrases in public procurement in accordance with the ‘Doctrine of Substantial Compliance’ and would be final.

- (b) The Bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity.
- (c) In case of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:

The Principal manufacturer directly or through one Indian agent on his behalf; and Indian / foreign agent on behalf of only one principal.

- (d) Along with all the necessary documents/certificates required as per the tender conditions, the bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity (both technical and financial), for manufacture and supply of the required goods/equipment, within the specified time of completion, after meeting all their current commitments.
- (e) Supporting documents submitted by the bidder must be certified as follows:

All copy of supply/work order; respective completion certificate and contact details of clients; documents issued by the relevant Industries Department/National Small Industries Corporation (NSIC)/ manufacturing licence; annual report, etc., in support of experience, past performance and capacity/capability should be authenticated by the person authorised to sign the tender on behalf of the bidder. Original Documents must be submitted for inspection, if so demanded.

All financial standing data should be certified by certified accountants, for example, Chartered Accountants/Cost Accountants or equivalent in relevant countries; and Indian bidder or Indian counterparts of foreign bidders should furnish their Permanent Account Number.

- (f) A bidder or any of its affiliates who participated as a consultant in the preparation of the design or technical specifications of the contract i.e. the subject of the bid; cannot participate in the bidding process.
- (g) Indian agents quoting on behalf of its foreign principal need to submit a copy of the agency agreement with the foreign principal detailing the services to be rendered by them on behalf of the principals, failing which its bid shall not be considered.
- (h) Foreign bidders to disclose the name and address of agent and representatives in India and Indian bidder to disclose their foreign principal or associates.

CHAPTER 7

Contract Agreement Form

Contract No. _____ Date: _____

THIS CONTRACT AGREEMENT is made the [*insert: number*] day of [*insert: month*], [*insert: year*].

BETWEEN

13. Trivandrum Engineering Science and Technology (TrEST) Research Park registered as a section 8 Company having its registered office at TC 4/2322, GEM, (opp) CET, Sreekariyam, Thiruvananthapuram -16 represented by Chief Executive Officer (hereinafter called —the Purchaser), and

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

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, as listed in the Work Order no.....datedand has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of [.....*insert Contract Price in words and figures, expressed in the Contract currency(ies)*] (hereinafter called —the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

(a) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

(1) The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

- (a) This Contract Agreement
- (b) Special Conditions of Contract
- (c) General Conditions of Contract
- (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
- (e) The Supplier's Bid and original Price Schedules
- (f) The Purchaser's Notification of Award
- (g) *Work Order no.dated.....*

(a) This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above. If any contentious item silent in this contract, those will be bound by the respective clauses in the bid document, if the same appeared in the bid document.

In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

1) The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Government on the day, month and year indicated above.

Signed: *[insert signature]*
in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*
Signed: *[insert signature]*
in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

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

in the presence of *[insert identification of official witness]*

CHAPTER 8

Other Standard Forms (To be enclosed as indicated below)

Table of Contents

Sl. No.	Name
01.	Bidder Information Form (to be enclosed with the technical bid)
02.	Manufacturers' Authorization Form (to be enclosed with the technical bid)
03.	Bid Security Form (to be enclosed with the technical bid)
04.	Bid Securing Declaration. (to be enclosed with the technical bid)
05.	Performance Statement Form (to be enclosed with the technical bid)
06.	Deviation Statement Form (to be enclosed with the technical bid)
07.	Service Support Detail Form (to be enclosed with the technical bid)
08.	Bid Form (to be enclosed with the technical bid)
09.	Performance Security Form (to be enclosed with the technical bid)
10.	Acceptance Certificate Form (to be enclosed with the technical bid)
12	Format of Letter of Authority for participating in bid opening
(a)	Format of declaration of abiding by the code of integrity and conflict of interest to be submitted by the bidder.

Note : Please refer clause 1.10.1 of the bidding documents for other documents to be attached with the bids/offers.

Bidder Information Form

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

Date: *[insert date (as day, month and year) of Bid Submission]*

Tender No.: *TRP/28/2022-DTLAB* dated *22.-12-2022*

Page 1 of _____ pages

01.	Bidder's Legal Name <i>[insert Bidder's legal name]</i>
02.	In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>
03.	Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
04.	Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
05.	Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
06.	Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Mobile number : 1. _____ 2. _____ Email Address: <i>[insert Authorized Representative's email address]</i>
07.	Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> Articles of Incorporation or Registration of firm named in 1, above.

Signature of Bidder _____

Name _____

Business Address _____

(Seal)

MANUFACTURERS' AUTHORIZATION FORM

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

Date: *[insert date (as day, month and year) of Bid Submission]*

Tender No.: *[insert number from Invitation For Bids]*

To: *[insert complete name and address of Purchaser]*

WHEREAS

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

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

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

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

Title: *[insert title]*

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

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

BID SECURITY / EMD FORM

Whereas _____ (hereinafter called the tenderer) has submitted their offer dated _____ for the supply of _____ (hereinafter called the tender) against the purchaser's tender enquiry No. _____

KNOW ALL MEN by these presents that WE _____ of _____ having our registered office at _____ are bound unto _____ (hereinafter called the —Purchaser)

In the sum of _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20_____.

THE CONDITIONS OF THIS OBLIGATION ARE:

(e) If the tenderer withdraws or amends or modifies or impairs or derogates from the Tender in any respect within the period of validity of this tender.

Or

(2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-

(g) If the tenderer fails to furnish the Performance Security for the due performance of the contract.

Fails or refuses to accept/execute the contract.

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

This guarantee will remain in force up to and including 45 days after the period of tender validity i.e., up to _____ and any demand in respect thereof should reach the Bank not later than this date.

(Signature of the authorized officer of the Bank)

Name and designation of the officer
Seal, Name & Address of the Issuing Branch of the Bank

Note: Whenever the bidder chooses to submit the Bid Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.

Annexure-5D**Bid-Securing Declaration Form**

Date: _____

Bid No. _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- (h) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (i) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration).

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of : (insert complete name of Bidder)

Dated on _____ day of _____(insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

Annexure-5E

PERFORMANCE STATEMENT FORM – [Previous Supply History]

(For a period of last 5 years)

Name of the Firm.....

Order Placed by (full address of Purchaser)	Order No. and date	Description and quantity of ordered equipment	Value of order	Date of completion of deliver as per Contract	Date of actual completion of delivery	Remarks indicating reasons for late delivery, if any	Has the equipment been installed satisfactory ? (Attach a certificate from the purchaser/Consignee)	Contact person along with Telephone No., FAX No. and e-mail address

Signature and Seal of the manufacturer/Bidder

Place :

Date :

Annexure-5F

DEVIATION / NO-DEVIATION STATEMENT FORM

Sl.No.	Name of Specifications / Parts / Accessories of Tender Enquiry	Specifications of Quote Model / Part /Accessory	Compliance Whether Yes of No	Deviation, if any to be indicated in unambiguous terms (The compliance / Deviation should be supported by relevant Technical Literature)	Technical justification for the deviation, if any. If specification is superior /inferior than asked for in the enquiry, it should be clearly brought out in the justification

Signature of Bidder

- If the bidder offers more than one model, then the Compliance Statement must be enclosed for each and every model separately.
- The technical and commercial deviations should be indicated separately.
- If the bidder fails to enclose the compliance statement, his bid is likely to be rejected.

Place:

Date:

Signature and seal of the
Manufacturer/Bidder**NOTE:**

- (a) Where there is **no deviation**, the statement should be returned duly signed with an endorsement indicating —No Deviations.

Annexure-5G**SERVICE SUPPORT FORM**

Sl. No.	Nature of training Imparted	List of similar type of equipment serviced in the past 5 years	Address, Telephone Nos. , Fax Nos. and e-mail address

Signature and Seal of the manufacturer/Bidder.....

Place :

Date :

Annexure-5H

Bid Form

[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.] Date: [insert date (as day, month and year) of Bid Submission]

Tender No.: *[insert number from Invitation for Bids]*

Invitation for Bid No.: *[insert No of IFB]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

- (j) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda];*
- (k) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services *[insert a brief description of the Goods and Related Services];*

The total price of our Bid, excluding any discounts offered in item (d) below, is: *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies];*

2. The discounts offered and the methodology for their application are:

Discounts: If our bid is accepted, the following discounts shall apply. *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

- (a) Our bid shall be valid for the period of time specified in ITB Sub-Clause 1.17.1 from the date fixed for the bid opening, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (b) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 1.43 and GCC Clause 2.13 for the due performance of the Contract and also submit order acceptance within 14 days from the date of contract in accordance with ITB Clause 1.42 and GCC Clause 2.44;
- (a) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____

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

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

Signed:

[insert signature of person whose name and capacity are shown]

In the capacity of *[insert legal capacity of person signing the Bid Submission Form]*

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

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

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

PERFORMANCE SECURITY FORM**MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY**

To,

.....

WHEREAS (name and address of the supplier) (hereinafter called the supplier) has undertaken, in pursuance of contract No. datedto supply (description of goods and services) (herein after called —the contract!).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

Seal, Name & Address of the Issuing Branch of the Bank

Note: Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.

Annexure-5J**ACCEPTANCE CERTIFICATE FORM**

Dated: _____

No. _____

M/s. _____

_____Sub: Certificate of commissioning of equipment

1. This is to certify that the equipment as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para 2). The same has been installed and commissioned.

1. Contract No. _____ Date _____
2. Description of the equipment _____
3. Name of the consignee _____
4. Scheduled date of delivery of the consignment to the Lab./Instts. _____
5. Actual date of receipt of consignment by the Lab./Instts. _____
6. Scheduled date for completion of installation/commissioning _____
7. Training Starting Date _____
- (h) Training Completion Date _____
- (i) Names of People Trained _____
1. Actual date of completion of installation/commissioning _____
2. Penalty for late delivery (at Lab./Instts. level) ₹ _____
3. Penalty for late installation (at Lab./Instts. level ₹ _____
4. Date of start of warranty obligations: _____

Details of accessories/items not yet supplied and recoveries to be made on that account:

Sl. No.	Description	Amount to be recovered

1. The acceptance test has been done to our entire satisfaction. The supplier has fulfilled his contractual obligations satisfactorily

or

The supplier has failed to fulfill his contractual obligations with regard to the following:

1.
2.
3.
4.

The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated at Sr. No. 3.

For Supplier

Signature

Name

Designation

Name of the firm.....

Date

For Purchaser

Signature.....

Name.....

Designation.....

Name of the Lab/Instt.....

Date.....

Annexure-5K**Format of Letter of Authority for participating in bid opening**

(On the letter head of the bidder)

Ref.No. _____

Date: _____

Subject: Authorisation letter for participants in the bid opening process

To

(Name & Address of the Purchaser)

Sir

With reference to your invitation for bid No. _____ dated _____, we wish to inform you that we have participated in the bidding process and have submitted bid bearing Ref. No. _____ dated _____.

In line with your requirement, we hereby authorise Sh/Smt. _____ to participate in the bid opening process scheduled on _____ at _____ hrs (IST) in your premises. A copy of the identity of the representative is attached duly certified by the undersigned.

Thanking you

Yours faithfully,

(Signature of the bidder with seal)

Annexure-5L**Format for declaration by the Bidder for Code of Integrity & conflict of interest****(On the Letter Head of the Bidder)****Ref. No:** _____**Date** _____

To,

(Name & address of the Purchaser)

Sir,

With reference to your Tender No. _____ dated _____ I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned under Para 1.3.0 of ITB of your Tender document and have no conflict of interest.

The details of any previous transgressions of the code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity are as under:

- a
- b
- c

We undertake that we shall be liable for any punitive action in case of transgression/contravention of this code.

Thanking you,

Yours sincerely,

Signature
(Name of the Authorized Signatory)
Company Seal

Annexure-5P

Bid opening attendance sheet cum report

(Name of the Lab/Instt)

Attendance Record						
Sr No	Bidder's Name	Bidder's Address	Bidder's Authorization and Date	Represented by	Contact No.	Signature of Representative

Bid Opening Report						
Tender No			Title		Date of Opening	
Offer No.	Bidder's Name	Bidder's Ref and Date	Submission of Requisite EMD (Y/N)	Submission of other Mandatory Documents (Y/N)	Rate Quoted and Taxes/Duties	Signature of Representative
--/---						
--/--						
--/--						

Total no. of regular tenders taken out from the tender box to be opened as mentioned above
(in figures and in words)

Signature, Date and Time Name and Designation of Tender Opening Officer	Signature, Date and Time Name and Designation of Tender Opening Officer	Signature, Date and Time Name and Designation of Tender Opening Officer
---	---	---

Received regular
tenders.....

(In figures/words) as above

Signature, Date and Time Name and Designation of Purchase Dealing Assistant/ Section Officer	
--	--

CERTIFICATE FOR CLASS-I or CLASS- II LOCAL SUPPLIER

We hereby declare that the items under our Quotation No. _____
 _____ in the brand name of _____
 & _____ are manufactured at _____
 Hence, its contains the local content of

- a) More than 50%
- b) More than 20% and Less than 50%

Strike out whichever is not applicable

as defined under the Make in India policy of the Department for Promotion of Industry & Internal Trade, DPIIT, Govt of India.

The value addition for the local content is done at (Name of the place)
 _____.

The Country of Origin of the item(s) is/are _____.

False declaration will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules of which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under Law.

We also declare that the goods are not manufactured in a country that shares its land border with India nor the beneficial owner belong to those country.

We shall be held responsible if the certificate is found to be incorrect.

Signature

Note : The certificate may be prepared under letterhead of the vender and submitted duly signed by the authorized signatory.