



CSIR - NATIONAL METALLURGICAL LABORATORY  
(Council of Scientific & Industrial Research)  
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## TENDER ENQUIRY (BIDDING) DOCUMENT

FOR PROCUREMENT OF

### LABORATORY SCALE INERT GAS ATOMIZER FOR PRODUCING HIGH PURITY SPHERICAL METAL / ALLOY POWDERS

**Tender Enquiry No. NML-FG/MTE-KGK/40-19, Date: 05/11/2019**

The Bidding Document includes the following Sections:

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## Section A: Invitation for Bids

Director, CSIR-National Metallurgical Laboratory (CSIR-NML), Jamshedpur (India), invites tenders from manufacturers, their distributors and Indian Agent of Foreign principals, if any, for purchase of item / service listed below.

Sl. No.	Tender Enquiry No. & Date	Description of Item	Qty.	Single/ Two- Bid	Bid Security/ EMD (in Indian Rupees)
1	NML-FG/MTE-KGK/40-19, Date: 05/11/2019	Laboratory Scale Inert Gas Atomizer for producing High Purity Spherical Metal/Alloy Powders	1 Unit	Two-Bid	Not applicable. Bid-Securing Declaration Form must be submitted

### Instructions to Bidders for Bid Submission:

1. The bidding document is available on the following portals: [www.eprocure.gov.in/epublish/app](http://www.eprocure.gov.in/epublish/app) and [www.nmlindia.org/purchase/Purchase.html](http://www.nmlindia.org/purchase/Purchase.html). The bid must be delivered on or before the due date as per the critical date and time sheet at the following address: The Stores & Purchase Officer, CSIR-National Metallurgical Laboratory, Burmamines, Jamshedpur 831007, E-mail: [spo@nmlindia.org](mailto:spo@nmlindia.org), Tel: +91 657 2345129. Any postal delay in this respect will not be entertained. In the case of two-bid system, bidders shall seal the un-priced commercial and technical bid comprising EMD, if applicable, and required documents in an envelope duly marked as "Technical Bid". Financial Bid may be kept under a separate envelope duly marked as "Price Bid". Both the envelopes shall then be sealed in one outer envelope duly mentioning the Tender Enquiry Number & date, Due Date and Name of the Item.

2. Tenders/Bidders are requested to regularly visit the website. Any modifications in tender enquiry will be intimated by corrigendum through the above website only and no separate Notification will be issued.

3. Bidders are required to send a Bid Security / EMD, if applicable. The EMD, as specified above, must be delivered to this office on or before the last date of receipt of bids. Bids of those bidders whose EMD are not received within the deadline for receipt of Bids, will be summarily rejected.

4. To ensure that bidders have understood the requirement or in order to have some more clarification on technical aspects or any other issue, a Pre-Bid Conference will be held on **18/11/2019 at 10.30 AM in the MTE Division of CSIR-NML, Jamshedpur**. All prospective bidders are requested to attend the Pre-Bid Conference. Queries, if any, may be submitted to the address indicated above so as to reach this office one day before the pre bid conference. The changes, if any, made after Pre-Bid Conference should be treated as amendment to the bidding document and the same would be hosted on the portal as Corrigendum latest by **22/11/2019 at 06.30 PM**. In order to take notice of changes in the bidding document, Bids may be submitted only after the corrigendum is published. Specifications finalized after the Pre-Bid Conference would not be changed further and would be basis of evaluation and consequently there shall be no occasion for revision of technical / price bids.

### 5. Critical Date and Time Sheet

Bidding Document Publishing Date and Time	05/11/2019	06.30 PM
Document Download Start Date and Time	05/11/2019	06.30 PM
Seek Clarification Start Date and Time	05/11/2019	06.30 PM
Seek Clarification End Date and Time	11/11/2019	03.30 PM
Pre-Bid Conference Date and Time	18/11/2019	10.30 AM
Corrigendum (after Pre-Bid) Publishing Date and Time	22/11/2019	06.30 PM
Bid Submission Start Date and Time	25/11/2019	09.00 AM
Bid Submission End Date and Time	11/12/2019	03.30 PM
Bid Opening Date and Time	12/12/2019	03.30 PM

**N K Singh**  
**Stores & Purchase Officer**  
**CSIR-National Metallurgical Laboratory**  
**Jamshedpur, 831 007 (Jharkhand)**

## **Section B: Terms and Conditions**

**1. Opening of Bids:** The bids shall be opened by authorised officials of the Purchaser as per schedule given in the Date Sheet. In case, the day of bid opening is declared a holiday by the government, the bids will be opened on the next working day at the same time. No separate intimation shall be sent to the bidders in this regard. In case of Two-Bid system, Price Bid of a bidder will be opened only if their Technical Bid is found compliant in all respects. Separate notice of opening of the price/financial bids shall be sent to the technically suitable bidders.

**2. Bid Security / Earnest Money Deposit (EMD):** Manufacturers/Agents must submit a Bid Security, if applicable. The amount of Bid Security is specified in the **Section A 'Invitation for Bids'** and it should be **in favour of the "Director, National Metallurgical Laboratory, Jamshedpur"**. Bids without EMD will not be valid or considered. Bid Security (also known as Earnest Money) is to be obtained from the bidders except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department or Startups as recognized by Department of Industrial Policy & promotion (DIPP). Such registration includes the item they are offering which are manufactured by them and not for selling products manufactured by other companies. The bid security shall be in Indian Rupees for offers received for supply within India and denominated in the currency of the bid or in any freely convertible foreign exchange in the case of offers received for supplies from foreign countries in equivalent Indian Rupees. The bid security shall be in one of the following forms at the bidders' option:

- a) A bank guarantee issued by a Nationalized/ Scheduled Indian Bank/Foreign Bank operating in India in the format provided in the bidding documents and valid for 45 days beyond the validity of the bid. In case a bidder desires to submit a BG issued from a foreign bank, then the same should be confirmed and routed through Nationalised / Scheduled Indian Bank.
- b) Fixed Deposit receipt issued by any Nationalised /Scheduled Indian Bank.
- c) A Banker's Cheque or demand draft issued by any Nationalised /Scheduled Indian Bank.

**3.** The Bid Security furnished by all unsuccessful bidders shall be returned to them without any interest whatsoever, at the earliest but not later than 30 days after the placement of purchase order. The Bid Security of the successful bidder shall be returned without any interest whatsoever, after receipt of performance security as per the contract/purchase order.

**4.** In case a firm is unable to submit the EMD before the due date and time and the firm provides an undertaking that they will provide the EMD within the next 48 hours of due date of opening then CSIR-NML can provisionally accept the bid subject to the condition that the EMD should be submitted within the next 48 hrs to the SPO, CSIR-NML who will accept the same on the basis of an approval by the Director, CSIR-NML, Jamshedpur. It is also to be seen that it should not become the rule for some firms to submit their EMD's late or else the Director, CSIR-NML can take a decision not to accept such requests if it has become a repetitive case.

**5.** The Bid Security may be forfeited if the bidder withdraws or modifies or amends its tender or impairs or derogates from its bid during the bid validity period or fails to sign the contract or fails to furnish order acceptance or performance Security in time.

**6.** In a tender, either the Authorised Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender. If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/ product.

**7.** Equipment manufacturers within India have to quote directly. Agents of Indian Equipment manufacturers who doesn't have a track record of supply of similar items i.e., installation and commissioning not done directly will not be entertained. In such cases bids submitted by Agents of Indian Equipment manufacturers would be rejected on the grounds of subletting or subcontracting. Such offers from so called agents of indigenous manufacturers will summarily be technically rejected for not following laid down Terms & Conditions of tender document and for not having any installations done by them directly.

**8.** Bids shall remain valid for minimum 180 days after the date of bid opening prescribed by NML. A bid valid for a shorter period shall be rejected by the NML as non- responsive.

9. Bidders are not permitted to withdraw/alter or modify their bids after expiry of the deadline for receipt of bids. No request from bidder for extension of date of receipt of tender and opening shall normally be entertained.

**10. Language of the Bids:** The Language of the documentation & details in the Bids must be in **ENGLISH**.

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

12. The Institute reserves the right to seek past purchase order copies from the Bidder/ User organizations. The past purchase order copies obtained from the bidder / user organizations will be kept entirely confidential & this will only be for facilitating the purchase process.

13. The institute also may seek performance certificates from equipment manufacturers/the user organizations so as to confirm satisfactory functioning, installation & commissioning of the equipment.

14. In case of two-bid system adopted then the exchange rate as prevailing on the date of opening financial bid should be the basis for preparing the comparative statement.

**15. Two Bid System :** Under Two-Bid system, the techno-commercial un-priced bid (technical bid) will be opened first and will be evaluated by the Technical Sub-committee (TSC) of the Technical & Purchase Committee (T&PC) with respect to the qualification criteria and the technical specifications as spelt out in the bidding document. The committee doing the evaluation will also draw a Technical Comparative Chart. The techno commercial bid shall include - Detailed Specifications, International Standards (BIS / INTERNATIONAL), Catalogues, List of users & Technical Details, Technical Compliance Sheet, Operating Parameters, Pre-Installation Requirements, payment terms, warranty etc. The tender meeting the qualification criteria and technical specifications will be short listed for financial evaluation. Then, the Price Bid of the short listed parties will be opened and evaluated for lowest responsive offer. Cost break up indicating the applicable prices for each component of the equipment like price of the goods, costs for installation, commissioning, training, warranty, AMC etc. should be mentioned in the Price Bid.

**16. Essential and Optional Spares:** All essential spares should be listed in the technical specification in sequential form. Firms who do not quote for one / any of the essential spare as listed will not be considered for Price-Bid opening. If the bidder has quoted certain optional items, these items would not be taken into consideration for the evaluation of the bid unless the specifications of the optional item quoted by the vendor are part of original indented specification (i.e., Main Equipment + Essential spares).

17. Any correction in the price quoted in the tender in words and/or figures shall be encircled in red ink by the representative of finance and signed. The officials of stores & purchase shall endorse this.

18. The bidder shall provide an item-by-item commentary vis-à-vis NML's Technical Specifications demonstrating substantial responsiveness of the goods and services to these specifications or a statement of deviation and exceptions to the provision of the technical specifications. The information may be provided in the respective standard format of the bidding document.

19. All Manufacturers / Agents must submit Compliance Statement, Performance Statement, and Deviation Statement along with the technical bid as per our Standard Forms.

**20. Evaluation and comparison of bids:** The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive. To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined below. No other criteria or methodology will be used. The bids shall be evaluated on the basis of Final landing cost which shall be arrived as under:

**(a) For Goods manufactured within India**

i) The price of the goods quoted Ex-works. ii) GST which will be payable on the goods if the contract is awarded. iii) The charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination as specified in the price schedule form. iv) The installation, commissioning, training and any other charges (like AMC, Warranty etc.) as per our technical specifications/ scope of supply.

**(b) For Goods manufactured abroad**

i) The price of the goods, quoted on FCA (named Airport abroad) or FOB (named port of shipment), as specified in the price schedule form. ii) The charges for insurance and transportation of the goods to the port / place of destination i.e. CIP/CIF Price. iii) The agency commission charges payable to Indian agent in Indian rupees, if any.

iv) The installation, commissioning, training and any other charges (like AMC, Warranty etc.) as per our technical specifications/ scope of supply.

**21.** The comparison between the indigenous and the foreign offers shall be made on FOR destination basis and CIF / CIP basis respectively. However, the CIF / CIP prices quoted by any foreign bidder shall be loaded further as under:- (a) Towards customs duty and other statutory levies—as per applicable rates. (b) Towards custom clearance, inland transportation etc.- 2% of the CIF / CIP value.

**22.** Orders for Imported Goods need not necessarily be on FOB / FCA / CIP / CIF basis rather it can be on the basis of any of the Incoterms latest edition as may be amended from time to time by the ICC or any other designated authority and favorable to CSIR -NML.

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

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

**25.** Where there is no mention of packing, forwarding, freight, insurance charges taxes etc. such offer shall not be considered as a responsive bid and the acceptance of such bid will vest entirely with the Director, CSIR-NML.

**26.** Bidder quoting lowest total price among the technically successful bidders will qualify for the award of contract, Subject to the following Order of Government of India in respect of Preference to Make in India:

Preference to Make in India Pursuant to Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion Order No. P-45021/2/2017-B.E.-II Dated 15th June, 2017 with subject Public Procurement (Preference to Make in India), Order 2017 –

(a) (i.) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.

(ii.) If L1 is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match the L1 Price subject to local supplier's quoted price falling within margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.

(iii.) In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract will be awarded to the L1 bidder. (Para 3c of the order dated 15th June 2017 above)

(b) The minimum local content shall ordinarily be 50%. (Para 5 of the order dated 15th June 2017 above)

(c) The margin of Purchase Preference shall be 20%. (Para 6 of the order dated 15th June 2017 above)

(d) In case of procurement for a value in excess of Rs. 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 and practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. (Para 9b of the order dated 15th June 2017 above)

(e) False declarations will be in breach of code of integrity under Rule 175(1)(i)(h) of the General Financial Rules 2017 for which the bidder or its successors can be debarred for upto two years as per Rule 151 (iii) of the General Financial Rules 2017 along with such further actions as may be permissible under law. (Para 9f of the order dated 15th June 2017 above)

(f) No provision whatsoever in this document shall prevent the purchaser from implementing the Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion Order No. P-45021/2/2017-B.E.-II Dated 15th June, 2017 with subject Public Procurement (Preference to Make in India), Order 2017.

**27.** Non-conformities between the figures and words of the quoted price: Any discrepancy between quoted prices in figures and that in words, if noted, will be sorted out in the following manner.

- If there is a discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the Purchase Committee / Technical & Purchase Committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

- If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to above.
- If there is such discrepancy in a bid, the same is to be conveyed to the bidder with target date on the above lines and if the bidder does not agree to the observation of the Purchaser the tender is liable to be ignored.

**28.** The price quoted shall remain fixed during the contract period and shall not vary on any account. All lots and items must be listed and priced separately in the Commercial Bid. 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.

**29. Delivery Period:** a) In case of **foreign suppliers** firm delivery period (in weeks) after opening irrevocable Letter of Credit (**LC**) must be given in Techno-commercial Bid. No part shipment is permitted. Transhipment is permitted in case of International flights only. b) In case of **Indigenous suppliers** the firm delivery period (in weeks) after issue of Purchase Order must be given in the Technical Bid. Delivery is to be made at NML Stores, Jamshedpur. Delivery must be on FREIGHT PAID BASIS for despatch by Road.

**30. Payment for Indigenous supplier:** **70%** payment to be released on receipt of material at CSIR-NML in good condition duly certified by the user Scientists. **30%** payment would be released after satisfactory installation & commissioning as certified by the user Scientists subject to submission of Performance Bank Guarantee (PBG) for 10% of the purchase order value covering the period of warranty + 60 days. All the bidders are required to furnish requisite information for making payment by e-mode.

**31. Payment for Foreign Suppliers:** **70%** payment by Irrevocable Foreign Letter of Credit subject to submission of Performance Bank Guarantee (PBG) by the vendor for 10% of the purchase order value covering the period of warranty + 60 days within 21 days of placement of purchase order and before opening Irrevocable Letter of Credit (**LC**). **30%** payment would be released after satisfactory installation & commissioning as certified by the user Scientists of CSIR-NML. Agency Commission, if any, will be paid in India Rupees to the Indian Agent.

**32.** No outright advance payments will be made to the firms. Any advance will be against a bank guarantee of equivalent value.

**33. Taxes, Duties and Levies:**

- (a) For goods manufactured outside India, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside India. For goods Manufactured within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred till its final manufacture / production. 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. All payments due under the contract shall be paid after deduction of statutory levies (at source) (like ESIC, IT, etc.) wherever applicable.
- (b) Customs & Excise Duty Exemption: This Laboratory is registered with Department of Scientific and Industrial Research, Government of India, and thus eligible for availing Customs Duty Exemption in terms of Notification No. No.51/96-Customs dated 23/07/1996, Notification No. 47/2017 – Integrated Tax (Rate) dated 14/11/2017 and Notification No. 45/2017-Central Tax (Rate) dated 14/11/2017, Notification No. 45/2017-Union Territory Tax (Rate) dated 14/11/2017, as amended from time to time.

**34. Negotiations:** There should not be any negotiations. Negotiations if at all shall be an exception and only in the case of proprietary items or in the case of items with limited source of supply. Negotiations if at all required shall be held with the lowest (L-1) evaluated responsive bidder with the cogent reasons to be recorded.

**35.** The following are some of the points, for which a tender may be declared as unresponsive:

- i) The Bid is unsigned.
- ii) The Bidder has quoted for goods manufactured by different firm without the required authority letter from the proposed manufacturer.
- iii) Bidder has not agreed to give the required performance security.
- iv) The goods quoted are sub-standard, not meeting the required specifications.
- v) Against the schedule of Requirement (incorporated in the tender enquiry),

the tenderer has not quoted for the entire requirement as specified in that schedule.

- vi) The tenderer has not agreed to some essential condition(s) incorporated in the tender enquiry.

**36.** Orders for equipments shall be dispatched to the vendor in two copies with an instruction that the vendors has to return one copy duly signed as a token of the acceptance of the order or the vendor may be asked to submit the order acceptance promptly within 21 days or earlier.

**37.** The order confirmation should be received within 21 days however the sanctioning authority has the powers to extend the time frame for submission of order confirmation and submission of Performance Security (PS).

**38.** Even after extension of time, if the order confirmation / performance security are not received, then in consultation with Purchase Committee / Technical & Purchase Committee, the purchase order should be cancelled and limited tender irrespective of the value may be invited from responding firms in line after forfeiting the bid security of the defaulting firm, where applicable provided there is no change in specifications. In such case defaulting firm should be considered again for tendering in the particular case. However, if the contract is signed across the table, then order acceptance is not required.

**39.** A formal contract should be executed, with all necessary clauses which can be altered suitably wherever felt necessary by the Laboratory/Institute to make it a self contained contract. A simple one page contract can also be entered into by attaching copies of the General Conditions of Contract (GCC) & Special Conditions of Contract (SCC) and details of scope and specifications. The decision making committee at NML may decide to place order without mentioning specifically the General Conditions of Contract (GCC) & Special Conditions of Contract (SCC) and may follow its own format which is more comprehensive.

**40.** In all cases where a contract is to be signed on a stamp paper, a letter of Intent (LOI) may be issued to the firm in advance of the contract. The LOI should specifically mention, inter-alia, the deadline for signing of the contract which should not normally be more than two weeks from the date of issuance of LOI. The decision making committee at NML may decide not to furnish Letter of Intent but to directly place the purchase order.

**41.** All Vendors / Agents must submit full details and requirements for Installation & Commissioning of the Equipment as per Technical Specifications submitted by them.

- (i) Water Supply (Filtered, Flow rate).
- (ii) Civil Works including Foundation, Flooring.
- (iii) Mechanical and Fabrication work required.
- (iv) Ambient Temperature Control (if required, as applicable).
- (v) Cooling requirement (if any).
- (vi) Electrical and Power requirements.
- (vi) Space and Dimensions for Installation of the equipment as per the Quotation of the Vendor.
- (vii) Requirements of Special Gases, if any.

**42.** All participating vendors are requested to provide the approximate period required for the equipment to become operational from the date of the arrival.

**43. Installation & Commissioning:** Installation & Commissioning will be the sole responsibility of the Supplier / Indian Agent. Installation & Commissioning with all infrastructural works have to be done by the supplier. The vendor and Indian Agent will complete the installation & commissioning within two months from the date of supply of equipment to CSIR-NML. CSIR-NML will provide the electrical connections and water supply to the equipment. All the necessary connectors will have to be provided by the vendor.

**44. Training:** The supplier should provide onsite training at CSIR - National Metallurgical Laboratory, Jamshedpur after installations and commissioning of the said equipment at CSIR-NML free of cost. This training shall be to the satisfaction of CSIR-NML Scientists.

**45. Warranty:** The Supplier must warrant that the goods supplied under the Contract are new, unused and the most recent or current and incorporate all recent improvements in design, materials as per specifications in this Tender Document. All bidders (Manufacturers/Agents) must quote comprehensive warranty for the period as specified in the technical specifications, which will begin after successful installation & commissioning in all respects at Site, i.e., (CSIR-National Metallurgical Laboratory, Jamshedpur, India which would be considered for the tender evaluation purpose). The successful installation & commissioning date along with the date to be

reckoned for start of the warranty period needs to be certified by the vendor & the user scientist. The warranty offered should be unconditional and the seller should agree to replace or repair the equipment at his cost. The spare parts for the warranty repair have to be provided by the vendor.

**46. Annual Maintenance Contract (AMC):** The charges for Annual Maintenance Contract (AMC) may be quoted as per our technical specifications. The AMC charges would be considered for price comparison. But if the AMC charges is not specified in our technical specifications and the same is quoted by a bidder, it would not be considered for price comparison.

**47.** In case a foreign bidder who does not have an agent in India quotes then the foreign principal shall have to furnish a certificate to the effect that the bidder is or will be represented by an agent in India equipped and able to carry out the supply, maintenance, repair obligations etc. during the warranty and post-warranty period or ensure a mechanism at place for carrying out the supply, maintenance, repair obligations etc. during the warranty and post-warranty period. In case the foreign suppliers themselves would provide service during warranty then their service visit plan for mandatory visits and for breakdown visits may be provided.

**48.** In order to assess the financial solvency of a firm Director, CSIR-NML may seek a report from the bankers of the technically evaluated lowest quoting firm in order to assess if the firm is financially capable of executing the purchase order/work successfully.

**49. Extension of Time:** Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser. If at any time during performance of the Contract the supplier should encounter conditions impeding timely delivery of the Goods and performance of Services, the supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract. Except as provided under the Force Majeure clause, a delay by the Supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalty pursuant to Penalty Clause unless an extension of time is agreed upon pursuant to above clause without the application of penalty clause.

**50. Penalty Clauses:** (a) Penalty (Liquidated Damages) @ 0.5% of basic price per week will be deducted from Manufacturer's/ Indian Agent's Bill for delay in Delivery & Despatch beyond Delivery dates (as extended by NML in Purchase Order and Letter of Credit Schedule). Maximum deduction for failing to deliver within NML,s approved delivery period & extensions will be limited to 5% of Ex-works Value (equivalent in Indian Rupees) for non-fulfilment of delivery deadlines and any other contractual obligations as per Purchase Order. Once the maximum is reached, NML may consider termination of the Contract. (b) Delay in Installation & Commissioning beyond contractual deadline will result in forfeiture of Performance Bank Guarantee.

**51. INSPECTION / TEST AND REJECTION:**The Director, CSIR-National Metallurgical Laboratory, Jamshedpur reserves the right to depute officials from CSIR-NML for pre-despatch inspection, if required, at the Works of Supplier. The Supplier shall inform the Purchaser about the readiness of the goods before its despatch for arranging pre-despatch inspection. Once the goods are delivered at our end, all inspections & tests will be carried out by end user at CSIR-NML and in case of rejection the supplier will arrange to take back the rejected goods at their own cost & risk within 15 days of intimation of rejection.

**52. Assignment:** The supplier shall not assign in whole or in part their obligation to perform under the contract, except with the Purchasers prior written consent. Purchase of equipment shall be made directly from manufacturers or their authorised agents in India. The authorized agents should not sublet the contract to sub-agents.

**53. Patent Rights & IPR Laws:** The supplier shall indemnify the purchaser against all third party claims of infringement of Patent, Trademark or Industrial Design Rights arising from the use of Goods or any part thereof in the Purchaser's country. The vendor should be sure about his claim on the ownership of technology and total compensation in the event of a claim should be paid to the buyer in case of patent infringement.

**54. Right to information Act 2005:** The tenderer may indicate if any information in his tender includes information of commercial confidence, trade secrets or intellectual property, the disclosure of which would harm the competitive position of your company.



**55. Applicable Laws:** The contract shall be interpreted in accordance with Laws applicable in India and any dispute would be resolved by the court in Jamshedpur, Jharkhand India.

**56. Adoption of Integrity Pact in major Government Procurement Activities:** As per directives of CVC all organisations including CSIR labs/institutes have to adopt an integrity pact (IP) with the equipments manufactures where ordered equipment value exceeds Rs.3 (Three) crores to ensure transparency, equity and competitiveness in major Public procurement activities. The integrity pact envisages an agreement between the prospective bidders/vendors with the buyer committing the persons/officials of both the parties with the aim not to exercise any corrupt influence on any aspect of the contract.

**57. Termination:** CSIR-NML 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 NML.
- b) If the Supplier fails to perform any other obligation(s) under the Contract.

**58. Debarring the firms from business:** The process of debarring the firm would be initiated in the below mentioned cases subject to the recommendation of the decision making committee and Director, CSIR-NML. The conditions for debarring the firm are:

- i) Not supplying the materials as per the technical specifications of CSIR-NML as mentioned in the Purchase Order.
- ii) Not fulfilling the contractual obligations as per the terms & conditions of the Purchase Order.
- iii) Not able to provide the required spares for the time period 15 (fifteen) years / period as specified in the vendors quotation "or" in the tender enquiry "or" Purchase Order of the buyer.
- iv) Repeated failures during installation, commissioning & trial run.
- v) Inadequate service back-up in terms of spares & manpower being repeatedly observed in a number of occasions and recorded by CSIR-NML during warranty and even afterwards (during the life cycle of the equipment).
- vi) In case it is proved that the Purchase Order of CSIR-NML has been sub-letted to some other vendor.

**59. Arbitration:** All disputes will be referred to Director General, Council of Scientific & Industrial Research (CSIR), New Delhi for arbitration. The decision of Director General, CSIR will be final and binding on both supplier and customer (NML).

- a) NML 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.
- b) If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then NML 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.
- c) In case of Dispute or difference arising between NML and a domestic supplier relating to any mater arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings, The dispute shall be referred to the Director General, Council of Scientific & Industrial Research and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.
- d) The venue of the arbitration shall be the place from where the purchase order or contract is issued.
- e) Provision for settlement of disputes through arbitration indicating clearly that the resultant contract will be interpreted under Indian Laws in case of Purchase from Indian suppliers and / or United Nations Commission on International Trade Laws (UNCITRAL) in the case of foreign suppliers.

**60. Force Majeure:-**

(a) In case of 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 like wars, revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes may be considered as not foreseeable and unavoidable by the supplier and thus the vendor in case of a loss the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof within 21 days of its occurrence. The purchaser in such cases would accept the postponement in delivery period but the damage to goods due to such natural calamity needs to be replaced free of cost by the seller. Unless otherwise directed by the purchaser in writing the supplier shall continue to perform its obligation 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.

(b) 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, the purchaser may at its option terminate the contract without any financial repercussions on either side. In case the payment has been transacted by the purchaser in favour of the seller then the seller is bound to remit the payment in whole before closure of the Contract.

**61.** Notwithstanding the above, Director, CSIR-National Metallurgical Laboratory, Jamshedpur, India, reserves the right to "accept / reject" any or all tenders either in part or in full or to split the order without assigning any reason there for.

**N K Singh**  
**Stores & Purchase Officer**  
**CSIR-National Metallurgical Laboratory**  
**Jamshedpur, 831 007 (Jharkhand)**

### **Section C: Standard Forms**

Bidders are required to fill in the following forms in accordance with the instructions given in Terms and Conditions (Bidding Document).

<b>Sl. No.</b>	<b>Name of the Form</b>
<b>1</b>	Bidder Information Form
<b>2</b>	Manufacturers' Authorization Form
<b>3</b>	Bid Security Form
<b>4</b>	Bid-Securing Declaration Form (If EMD is not applicable)
<b>5</b>	Compliance Statement Form
<b>6</b>	Deviation Statement Form
<b>7</b>	Performance Statement Form
<b>8</b>	Non-Blacklisting Self Certificate
<b>9</b>	Price Schedule Form (Imported + Indigenous)
<b>10</b>	Performance Security Form*
<b>11</b>	Indemnity Bond*
<b>12</b>	Integrity Pact**

**\*To be submitted after Placement of Purchase Order**

**\*\*For high value purchase - To be signed by bidders if the form is included in bidding document**

**Bidder Information Form**

[The Bidder shall fill in this Form in accordance with the instructions indicated below. This should be done of the letter head of the firm]

Tender Enquiry No. and Date: [insert number and date from Invitation for bids]

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

Signature of Bidder \_\_\_\_\_  
Name \_\_\_\_\_  
Business Address \_\_\_\_\_

## **MANUFACTURERS' AUTHORIZATION FORM**

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated below. 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.]*

Tender Enquiry No. and Date *[insert number and date from Invitation For Bids]*

To: The Director  
CSIR-National Metallurgical Laboratory, Jamshedpur 83100 (India)

### 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 as specified in bidding document 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]*

Place:

Date:

**BID SECURITY FORM**

Whereas .....<sup>1</sup> (hereinafter called "the tenderer") has submitted their offer dated ..... for the supply of ..... (hereinafter called "the tender").  
Against the NML's tender enquiry No..... KNOW ALL MEN by these presents that WE ..... of ..... having our registered office at .....are bound unto "Director, National Metallurgical Laboratory, Jamshedpur" (hereinafter called the "Purchaser").  
In the sum of ..... for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this ... day of .....20.....

**THE CONDITIONS OF THIS OBLIGATION ARE:**

- (1) If the tenderer withdraws or amends, impairs or derogates from the Tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the NML during the period of its validity:-
- (3) If the tenderer fails to furnish the Performance Security for the due Performance of the contract.
- (4) 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 of the two conditions, specifying the occurred condition or conditions.

This guarantee shall remain in force up to and including forty five (45) days after the period of the tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

-----  
(Signature of the authorized officer of the Bank)

Name and designation of the officer  
Seal, Name & address of the bank and address of the Branch

**Bid-Securing Declaration Form**

Date: \_\_\_\_\_  
Bid No. \_\_\_\_\_

To: The Director,  
CSIR-National Metallurgical Laboratory, Jamshedpur 831007

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

(a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

(b) 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 our terms and conditions.

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)

**COMPLIANCE STATEMENT**

(1) NML's Enquiry Specifications	(2) Specification of Equipment (offered by Manufacturer)	(3) Compliance to NML's Technical Specifications YES or NO	(4) Details of Deviation, if any, as per NML's Specifications

Date : .....

Signature of Manufacturer / Agent



**DEVIATION STATEMENT FORM**

The following are the particulars of deviations from the requirements of the tender specifications:

<b>Sl. No.</b>	<b>CLAUSE</b>	<b>DEVIATION</b>	<b>REMARKS (INCLUDING JUSTIFICATION)</b>

Place:  
Date:  
Manufacturer/Bidder

Signature and seal of the

NOTE: Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations".

**PERFORMANCE STATEMENT FORM**

Details of similar equipment / systems supplied & installed during past 3 years in India & Abroad

Name of the Firm \_\_\_\_\_

Sl. No.	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/ working satisfactory? (Attach a certificate from the purchaser / Consignee)	Name of Contact person along with Telephone No., Fax No. and e-mail address

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

Place:

Date:

**Non - Blacklisting Self Certificate**

This is to certify that M/s. \_\_\_\_\_ has not been blacklisted by any Central / State Government Department / organization in last 3 years.

**PRICE SCHEDULE FOR GOODS BEING OFFERED FROM ABROAD**

*(Bidder should quote in this format however, if quoted in different format; all parameters given below should be covered)*

Tender Enquiry No. and Date:

Quotation No. \_\_\_\_\_ Date: \_\_\_\_\_ Quotation Valid Upto: \_\_\_\_\_

Country of Origin: \_\_\_\_\_ Currency: \_\_\_\_\_

Sl. No.	Description of Item	Quantity	Unit	Rate	Amount
1	Item name (Catalogue, Part/Model No. and specifications)				
2	Essential Accessories (if any)				
3	Essential Spares/Consumables (if any)				
4	Installation, Commissioning and Training Charges				
Total Ex-Works Price					
(-) LESS: Discount _____ % (if any)					
Total Ex-Works Price after Discount					
(-) LESS: Agency Commission _____ % (if any)					
Net Ex-Works Price					
(+) Packing & Forwarding Charges					
(+) Inland Freight Charges					
(INCO TERM): FOB / FCA _____ International Airport, _____ Country Price					
(+) Freight upto Kolkata (India) & Insurance Charges					
CIF / CIP Kolkata (India) Price					

Note: Optional Items, if any, may be quoted separately.

Approximate Weight of the Consignment	
Approximate Dimensions of the Consignment	
Mode of Shipment (BY AIR / SEA)	
Delivery Schedule (Delivery Period shall count from _____ )	
Time Frame required for conducting Installation & commissioning of the equipment, Acceptance Test, Training, etc.	
Port of Shipment	
Port of destination	Kolkata, India
Final Destination	CSIR-NML, Jamshepur, India
Warranty	
Payment Term (Please refer to our Payment terms)	
Bank Charges (Inside India to CSIR-NML account and Outside India to beneficiary's account)	

SIGNATURE OF AUTHORISED PERSON

**PRICE SCHEDULE FOR GOODS BEING OFFERED FROM INDIA**

(Bidder should quote in this format however, if quoted in different format; all parameters given below should be covered)

Tender Enquiry No. and Date:

Quotation No. \_\_\_\_\_ Date: \_\_\_\_\_ Quotation Valid Upto: \_\_\_\_\_

Sl. No.	Description of Item	Quantity	Unit	Rate (INR)	Amount
1	Item name (Catalogue, Part/Model No. and specifications)				
2	Essential Accessories (if any)				
3	Essential Spares/Consumables (if any)				
4	Installation & Commissioning and Training Charges				
Total Ex-Works Price					
(-) LESS: Discount ____% (if any)					
Net Ex-Works Price					
(+ ) Packing & Forwarding Charges					
(+ ) Transportation Charges					
FOR, CSIR-NML, Jamshedpur, Price					
Tax _____%(GST)					
Grand Total					

Note: Optional Items, if any, may be quoted separately.

Approximate Weight of the Consignment	
Approximate Dimensions of the Consignment	
Mode of Shipment (By Air / Rail / Road)	
Delivery Schedule (Delivery Period shall count from _____)	
Time Frame required for conducting Installation & commissioning of the equipment, Acceptance Test, Training, etc.	
Warranty	
Payment Term (Please refer to our Payment terms)	

SIGNATURE OF AUTHORISED PERSON

**MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY**

To: Director,  
National Metallurgical Laboratory,  
Jamshedpur 831 007,  
Jharkhand, India.

WHEREAS .....  
(name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no. .... dated .....to supply (description of goods and services) (herein after called "the contract").

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

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

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

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

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

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

(Signature of the authorized officer of the Bank)

.....  
Name and designation of the officer  
.....

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

**INDEMNITY BOND**

No. -----

Date: -----

**1) Amalgamation/Acquisition**

In the event of M/s----- proposes for amalgamation, acquisition or sale of its business to any other firm during this contract period, M/s. ----- and proposed Buyer/Successor of the Principal Company are liable to execute, fulfill contractual obligations without any deviations. For this purpose M/s. -----/M/s ----- and proposed Buyer/Successor of the Principal Company shall indemnify itself to the Director, CSIR-National Metallurgical Laboratories, Jamshedpur to fulfill the contractual obligations as per the terms of the CSIR-NML Global Tender and quotation of M/s. -----No. ----- dated----- and CSIR-National Metallurgical Laboratories P.O. No.-----dated ----- . The contractual obligations are supply, installation, commissioning, warranty maintenance/replacement of spares, accessories etc. as per the above mentioned Purchase Order.

**2) Joint Venture, Consortium or Association**

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

**3) Patent Indemnity**

The Supplier shall, subject to CSIR-NML's compliance and indemnify and hold CSIR-NML and its employees and officers harmless 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 CSIR-NML may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: (a) the installation of the Goods by the Supplier or the use of the Goods in India; and (b) the sale in any country of the products produced by the Goods.

For M/s. -----  
Principal Supplier.

For M/s -----  
Indian Agent

## INTEGRITY PACT

Between

Council of Scientific & Industrial Research-National Metallurgical Laboratory (CSIR-NML) hereinafter referred to as "The Principal"

And

.....herein referred to as "The Bidder/ Contractor."

### Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for supply of **Laboratory Scale Inert Gas Atomizer for producing High Purity Spherical Metal/Alloy Powders** as per **Tender Enquiry No. NML-FG/MTE-KGK/40-19 dated 05.11.2019**. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal has appointed an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above. The name and contact details of the IEM are as under:

**Shri Anand Deep, IRS(Retd.),  
117/363, H-I Next to Gurudwara Pandu Nagar,  
Kanpur, UP- 208005 Mobile No.- 9044796781  
Email- anand.deep117@gmail.com**

### Section 1 – Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action.

### Section 2 – Commitments of the Bidder(s)/Contractor(s)

(1) The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) commits themselves to observe the following principles during participation in the tender process and during the contract execution.

a. The Bidder(s)/Contractor(s) will not, directly or through any other Person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.



b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as Annexure - "A".

e. The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s)/ Contractor(s) who have signed the Integrity pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 – Disqualification from tender process and exclusion from future contracts.**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annexure - "B".

### **Section 4 – Compensation for Damages**

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5 – Previous transgression**

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings."

### **Section 6 – Equal treatment of all Bidders / Contractors/ Subcontractors.**

(1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

### **Section 7 – Criminal charges against violating Bidder(s) / Contractor(s)/ Subcontractors(s)**

If the Principal obtains knowledge of conduct of a Bidder, contractor or subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

### **Section 8 – Independent External Monitor**

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all contract documents, whenever required. It will be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He reports to the Director, CSIR-NML.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his/their project documentation. The same is applicable to sub-contractors.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of Absence of Conflict of Interest'. In case of conflict of interest arising at a later date, the IEM shall inform the Director, CSIR-NML and recuse himself / herself from that case.

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notice, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The Monitor will submit a written report to the Director, CSIR-NML within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to the Director, CSIR-NML, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Director, CSIR-NML has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

### **Section 9 – Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Director, CSIR-NML.

**Section 10 – Other provisions**

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

\_\_\_\_\_  
(For & On behalf of the Principal)  
(Office Seal)

\_\_\_\_\_  
(For & On behalf of Bidder/Contractor)  
(Office Seal)

Place.....

Date.....

Witness 1:  
(Name & Address): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness 2:  
(Name & Address): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Guidelines for Indian Agents of Foreign Suppliers**

1. A Certified copy of the Agency Agreement between the Foreign Principal and the Indian Agent must be submitted with the technical bid.
2. Foreign Bidders must disclose the name and address of their Indian Agent and representative in India and Indian bidder to disclose their Foreign Principal or Associates.
3. Registered Indian agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the Foreign Principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/ salary/ retainership being paid by the Foreign principal to the agent along with the Technical Bid.

**Guidelines on Banning/ Debarment of Business Dealings**

1. A bidder shall be debarred if he has been convicted of an offence— (a) under the prevention of Corruption Act, 1988; or (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
2. A bidder debarred under section 1 above or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment.
3. CSIR- NML may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity after giving a reasonable opportunity to represent against such debarment. CSIR- NML will maintain such list which will also be displayed on their website.
4. The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment

## Section D: Technical Specifications of Item/Service

**Name of the Item: Laboratory Scale Inert Gas Atomizer for producing High Purity Spherical Metal/Alloy Powders**

**Quantity: 01 Unit.**

### Technical specifications for

#### "Laboratory scale inert gas atomizer for producing spherical metal/alloy powders"

The laboratory scale integrated Inert Gas Atomizer (IGA) should be capable of producing spherical metal/alloy powders, with particle size ranging from  $10 \mu\text{m} \leq d_{50} \leq 100 \mu\text{m}$ , where  $d_{50}$  is mass median diameter. The atomizer should be capable of producing both (i) pure metal powders of iron (Fe), nickel (Ni), copper (Cu) etc. and (ii) wide range of alloy powders based on Fe, Ni, Co etc.,

The detailed specifications of the "Laboratory scale inert gas atomizer for producing spherical metal powder" comprising: 1) Melting system 2) Atomization system 3) Powder collection system and 4) Control system, are given below:

1) Melting system: The inert gas atomization system should include melting furnace preferably based on induction heating. The melting crucible volume should be in the range of minimum 0.4 litres to maximum 2.0 litres.

- i) The melting furnace chamber should be capable of achieving vacuum level of about  $5 \times 10^{-2}$  mbar or better in less than 120 minutes at room temperature.
- ii) The furnace (operable in vacuum and inert atmosphere) with required power rating, induction coils, power leads, radiation shield etc. should be capable of attaining working temperatures up to  $1700^{\circ}\text{C}$ .
- iii) A bottom pouring mechanism for atomization should be provided.
- iv) Melting crucibles suitable for melting high alloy steels, nickel/cobalt based superalloys and copper alloys should be provided.
- v) Should be capable of producing minimum 3.0 kg of steel powder per batch (or equivalent volume of other metals and their alloy).
- vi) The system should have all the provisions and necessary instrumentation for charging the raw material, melting and controlled atomization.
- vii) The melt chamber should include viewports to observe and systems for continuous measurement and monitoring of liquid metal temperature.
- viii) Suitable measurement device should be included to measure oxygen level in the melting chamber.

2) Atomization system:

- i) The features of atomization system should include
  - Atomization under inert gas atmosphere ( $\text{N}_2/\text{Ar}$ )



- Melt atomization through close-coupled nozzle assembly
  - Inert gas (Nitrogen/Argon) supply system
  - All essential devices/instruments to control, operate and atomize the molten liquids.
  - Provision to vary critical atomization process parameters to achieve the desired particle size range.
- ii) The atomization chambers should include viewports to observe and provision for CCD cameras for real-time recording of atomization process.

3) Powder collection unit:

- i) Provision to collect the atomized metal powder directly from the atomization chamber without exposing it to outside environment.
- ii) Suitable stainless steel containers (4 Nos.), detachable from the atomization chamber so that the powder filled containers can be taken out without exposing it to outside atmosphere.
- iii) Efficient cyclone separator to collect the atomized powder.

4) Control system:

- i) State-of-the-art instrumentation to facilitate easy and smooth operation and control of the inert gas atomization system at every stage, along with all the necessary safety features.
- ii) Computer based control system with real-time display and recording of all the operating parameters and capable of user friendly programming.
- iii) Adequate safety features to prevent any kind of fire hazards, explosion, electrical short circuits and other dangerous situations to either operators or people around the unit during operation. The warnings should be in the form of visual displays on screens and sirens etc., as required.

Other essential accessories:

- i) All electrical cables, connectors and accessories, including the main power supply cables / plugs, will be provided by the supplier.
- ii) The system should be operable under Nitrogen as well as Argon atmosphere and fitted with all the necessary control valves, pressure gauges (with indicators) and safety relief valves and gas temperature gauge, gas mass flow meter, gas oxygen analyser as well as gas moisture sensor.



- iii) The supplier should provide detailed drawings/illustrations/photographs etc. for efficient operation and usage of the system. All the operation manuals, equipment related documents (both soft copy and hard copy), general assembly drawings and circuit diagrams must be in English language.
- iv) Necessary spare parts for trouble free operation for two years and essential raw materials/consumables for initial trials should be provided.
- v) The system should be complete in all respect, including all the necessary accessories for complete installation and smooth operation of the equipment and no accessories should be required at a later stage.
- vi) CSIR-NML will provide only the following:
  - Shop floor with suitable space for installation of the integrated inert gas atomizer
  - Filled gas cylinders
  - Water connection
  - Civil works (without steel structures) required for installation, if any
  - Electrical power (220 V, 50 Hz / 440V, 50 Hz)  
[Note: CSIR-NML has 24x7 power supply. However, if power back-up is mandatory for the IGA system or its sub units the same should be in scope of supplier]
  - All other requirements for installation and commissioning are in the scope of the supplier.

Technical bid should contain detailed pre-installation requirements with regard to civil, electrical and water supply.

- vii) The vendor should supply appropriate steel structures, dehumidifiers, pre-heaters, gas manifolds (Argon/ Nitrogen) with related instruments such as, pressure regulators, piping and all other accessories required for complete installation, commissioning and regular operation.
- viii) The supplier should include required tools/tackles/in-built lifting cranes etc., essential for day-to-day operation and maintenance of the entire system.
- ix) The supplier should provide 1 year comprehensive warranty and quote for additional two years annual maintenance contract (AMC). The price for 2 years' AMC will also be taken into consideration during evaluation.
- x) The suppliers should have proven record of supply and installation of laboratory/pilot scale inert gas atomization systems in research/academic institutions or industry across the globe. The supplier should provide a list of



minimum three (03) such installations along with details of institutes/users with supporting documents.

- xi) The supplier should submit item wise compliance statement with respect to the above specifications/requirements and also highlight the deviations, if any.
- xii) All measuring instruments should be supplied with an appropriate and valid calibration certificates.
- xiii) Optional items cannot be ordered and therefore, all the necessary essential components/accessories for smooth functioning of the system should be offered.
- xiv) Vendor should supply the water chillers of required capacity, if the system requires the same for trouble free continuous operation.
- xv) For environmental safety of the operators, the exhaust gas should be dust free. Therefore, necessary exhaust systems along with filters should be provided.
- xvi) Should include an air compressor (with dehumidifier) to facilitate the cleaning/ maintenance of IGA and other operations.
- xvii) Should include the make (manufacturer) and model of the inert gas atomizer quoted (wherever applicable) and associated product brochures/ catalogues and detailed technical specifications.

**N K Singh**  
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