

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION, COMMISSIONING AND
SATISFACTORY DEMONSTRATION OF SCIENTIFIC EQUIPMENTS ETC.**

Date of Advertisement	25/01/2010
Pre-bid meeting	04/02/2010 at 15.00 Hrs.
Last date for submission of tenders	15/02/2010 up to 14.30 Hrs.
Date of opening of bids 1. Technical 2. Financial	 15/02/2010 at 15.30 Hrs. 19/02/2010 at 12.00 Hrs.
Address for Communication	Botanical Survey of India Office of the Director CGO Complex, 3rd MSO Building F Block, 5th Floor, DF Block, Sector – 1, Salt Lake City, Kolkata - 700064

TECHNICAL SPECIFICATIONS

1. Scanning Electron Microscopes

A. *Technical Specification*

1. **System Components:**

- a. Imaging module
- b. Rotary Knob
- c. Vacuum pump (diaphragm or turbo)
- d. Power Supply, distribution unit.
- e. USB Memory stick for storage / data handling
- f. Integrated database system for storing the images with large capacity hard drive and large area display
- g. Suitable Color photo quality printer
- h. Integrated touch screen operation with 17" monitor

2. **Imaging Modes:**

- a. Light Optical: Magnification : 20x
- b. Electron Optical: Magnification: 120x (min.) & 20,000x (max.) or more
- c. Additional digital zoom: 15x or better.
Resolution: 30 nm minimum or better

3. **Illumination:**

- a. Light Optical: Axial and off – axis LEDs
- b. Electron Optical: Long lifetime (≥ 1000 hours) thermionic source for high illumination / high brightness with LaB6 / CeB6 hairpin filament (Accelerating voltage = 5 kV fixed)

4. **Digital Image Detection:**

- a. Light Optical In built Color CCD Camera
- b. Electron Optical Backscatter electron detector (high-sensitivity)

5. **Data Storage:** USB 2.0 Flash Drive and portable HDD of 400 GB or better

6. **Image Formats:** JPEG, TIFF and BMP

7. **Image Resolutions:** 456x456, 684x684, 1024x1024, 2048x2048

8. **Sample Stage:** Motorized and computer controlled X and Y axis movement without step

9. **Sample Size:** 30 nm diameter or more and 30 nm height

10. **Sample Loading Time:**

- a. Light Optical < 5 seconds
- b. Electron Optical < 60 seconds

11. **Vacuum:** Internal turbo pump plus external diaphragm pump along with turbo pump, preferably internal
12. **Installation Requirements:** The Table Top SEM should work in a typical office or lab environment, specifically:
 - a. Room temperature 15-30 °C (59-86 F)
 - b. Humidity <80% RH
 - c. Power Single phase AC 110–240 V, 50/60 Hz, 300 W (max)
 - d. Table Size 120 x 75 cm, load rating of 100 kg
13. **Sample Holder:** One standard stub-type sample cup holder accepting specimens up to 30 mm diameter or more and up to 25 mm height
14. **Charge Reduction Sample Holder:** The Charge reduction holder should extend the microscope's imaging capabilities on non-conductive samples. It should reduce charging effects without any additional sample preparation for non-conductive samples.
15. **Local Network Connection:** The tabletop SEM should have an option to get connected to a Local Area Network Connection.
16. **Remote Assistant:** The Tabletop SEM should have a facility for Remote assistant in case of a breakdown via an internet connection
17. **Image analysis software** for microstructural quantification. The software should be able to create montages with auto-stitching facility.
18. **Optional features:**

Automatic Sputter Coater: It should have 6" Chamber coater with Gold/Palladium target. It should have two stage rotary vane pump with 50 liter/min flow rate.

- i. **Consumables Lab Kit including:** Sample tweezers, Gripping mount tweezers, Carbon dots (9mm), Sample mounts (10mm), Sample mounts storage boxes, Colloidal graphite.
- ii. Texture detection facility.
- iii. Compositional analysis detector (EADX or Oxford).

INSTALLATION REQUIREMENTS:

Warranty: Three years from the date of successful completion of installation Training: Onsite training for eight operators to be offered to ensure full ability to run the equipment and to carry out routine maintenance.

2. Compound Biological Research Microscope

A. Technical Specification

- (i) **For microscopes without epifluorescence, dark field and phase contrast, etc.:**
 - a. dual lighting facility
 - b. sextuple revolving nose-piece

- c. wide field 5X, 10 X and 15 X eye piece
- d. mechanical stage
- e. Plan Achromat objectives : 2X, 4X, 10X, 20X, 40X, 100X
- f. ocular micrometer: 10mm/100
- g. stage micrometer: 1mm/100
- h. digital micro-photographic camera with standard accessories and software
- i. drawing attachment
- j. dual viewing attachment
- k. magnification changer
- l. arrow pointer
- m. image analysis software
- n. computer with print quality printer

(ii) For microscopes with epifluorescence, dark field and phase contrast, etc.:

MICROSCOPE BODY Ergonomic design microscope body with built- in fly-eye lens for uniform illumination through out the field of view incl. periphery. it should have 3 built-in filters(ncb11, nd8, nd32)

MAGNIFICATION OPTICAL SYSTEM 40x-1000x for observation (Infinity optical system).

EYEPIECE TUBE Siedentopf design super wide field trinocular tube, should be inclined at 25 degree angle or better with f.o.v. 25mm or better.

EYEPIECE LENS **10x (2pcs) with both sides diopter adjustment (f.o.v. 25mm or better) should be anti fungus type.**

OBJECTIVE High na. & long working distance plan achromat objectives suitable for brightfield & phase contrast microscopy techniques.

<u>OBJECTIVE</u>		<u>N.A</u>	<u>W.D</u>
PLAN ACHRO 4X	0.10MM	30.0MM	
PLAN ACHRO 10X	0.25MM	10.5MM,	
PLAN ACHRO 40X	0.65	0.56MM, PH2	
PLAN ACHRO 100X OIL	1.25MM	0.20MM SPRING-	LOADED,PH3

NOSE PIECE. Reversed sextuple revolving nosepiece to accommodate six objectives at a time

COARSE/FINE FOCUSING: Fine 0.1mm per rotation/coarse 14mm per rotation. Coarse motion torque adjustable. Refocusing

stopper should be incorporated.

STAGE X and Y rectangular mechanical stage motion control on right hand side with capacity to hold two slide glass at a time.

CONDENSER Universal condenser suitable for all microscopy techniques

ILLUMINATION 12v-100w halogen lamp precentered and prefocused. Lamp house should be cordless with world wide voltage (100-240v)

PHOTO SWITCH built- in auto photo preset switch.

FLUORESCENCE ATTACHMENT :100w mercury illuminator should hold six fluorescence filter blocks in rotating turret and built-in noise terminator mechanism. built-in nd4/nd8 & nd16 filter.

- **Filter block for blue with excitation filter ex465-495, dichroic mirror dm505 and barrier filter ba515-555 for fitc/acridine orange/auramine.**
- Filter block green with excitation filter ex 540/25, dichroic mirror dm565 and barrier filter ba605/55 for tritc/rhodamine/propidium iodide.
- Filter block uv with excitation filter ex 330-380, dichroic mirror dm400 and barrier filter ba435-485 for dapi/ hoechst

DIC/POLARISING ATTACHMENT : DIC polarizer, analyzer, modules & prisms from 20x-100x

DIGITAL CAMERA SYSTEM : Digital color cooled camera capable of handling brightfield, fluorescence, dic, darkfield images with 2/3" high density ccd chip, approx. 5.24 million pixel resolution. **PELTIER COOLING -20°C BELOW AMBIENT**, live display mode : (5m interlace mode – 5.9 frames/sec.; 23 frame per / sec. with roi & binning) ; binning modes : 2x2, 4x4, digital zoom : up to 16x (8 steps) ; interval shooting : 5 sec. – 12 hr intervals; software should be comes along with camera for acquiring & capturing of images. Should have separate modes for different microscopy techniques i.e bright field, fluorescence, DIC dark

field images. usb port for attaching camera onto desktop/laptop through single wire.

Software should be with following features:

- Acquisition and device control through four-dimensional acquisition.
- Image Acquisition,
- Time Lapse Imaging,
- Z-Stack, Multi-channel Fluorescence, Annotation,
- 2D / 3D View, ND Viewer,
- Filter,
- Morphology, Large Image,
- Macro,
- Segmentation,
- Auto-measurement,
- Report Generator facility,
- Data Base, Vector layer & Multi-Dimensional File Format (ND format)
- microscope, camera & software should be from same manufacturer for better compatibility.

Data Collection unit: Branded 2 GB RAM, DVD

Writer, 200 GB or higher HDD, 17" TFT Screen alongwith UPS

3. Stereo Zoom Dissecting Microscopes

A. *Technical Specification*

- Stereo zoom body with aperture diaphragm
- 30⁰ inclined trinocular observation tube
- Stand with ESD capability
- Stage plate black, white and clear
- Eye piece 10X, 15X, 20X focusable with ESD capability
- Parfocal, panchromatic objectives 0.3X, 0.45X, 0.5XPF, 1XPF, 1.2XPF, 1.6XPF
- Illumination through cold, coaxial reflected light and cold light/fibre optics transmitted light
- Universal stand with ESD facility
- drawing attachment
- photographic attachment with camera with software
- Image analysis software with hardware support

4. Herbarium Working Table

A. *Technical Specification:*

Herbarium working Table with 3000mm X 750mm X 750mm dimension. Consisting of 600 mm units with drawer, shutter and adjustable shelf and 600 mm leg-space. The table will have polished 18(±1) mm thick granite worktop.

The cabinet will be made of Cold Rolled Close Annealed Sheet (CRCA) MS sheets properly pretreated and pure epoxy coated for enhanced corrosion resistance. The cabinet and steel shutters are made up of 0.8 mm thick CRCA M.S. sheet. The complete MS material of cabinet is pretreated (degreased, Zinc Phosphated) and epoxy powder coated (Ivory colour) for better corrosion resistance. The thickness of powder coat is 45-50 microns, which passes the test of Salt Spray for 1000 Hours and having the Scratch Hardness of 3 Kgs. The each storage unit is assembled with M6 Fasteners having Zinc-Cobalt coating for better corrosion resistance. The two adjacent units are connected together with Zinc-Cobalt coated. Cabinet Connectors. The shutters are fitted with Nickel-chrome plated self closing hinges (Make: GRASS, GERMANY) which are further coated with cathodic electro-deposition (CED) paint to improve the resistance to corrosion. The drawer trays are mounted on Delryn roller bearing slides, which are made up of 1.6 mm thick M.S. sheet and epoxy powder coated. A pair of slide can carry a UDL of 15 Kgs. 18(+/-1mm) mm. thick high quality granite worktop in jet black colors with the edges having round profiles of 10 mm. radius on top side. The overhang of granite is 25 mm. at front side of understructure. It has good chemical resistance, high scratch & wear resistant and good clean ability. Backing Material if required, 8mm MARINE GRADE PLY.

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INVITATION FOR BIDS

1. Director, Botanical Survey of India, Kolkata, invites sealed bids **separately** for each item in **two parts (Part I - Technical & Part II - Financial)** from manufacturers, their specifically authorised dealers and Indian Agent of Foreign principals, if any, for purchase of equipments, / development of conservatory as listed below:
2. Interested Bidders may obtain further information from the Joint Director & Head of the Office, Botanical Survey of India, Kolkata -700 064.
3. The bidding documents can be downloaded directly from the websites [<http://bsi.gov.in>, <http://moef.nic.in/> and <http://tenders.gov.in/>]. The Technical Bid (Part 1) should be accompanied by the cost of bidding documents as indicated above and the EMD. The bids must reach this office on or before dd/15.02.2010 up to 14.30 Hrs. and shall be opened on the same day at 15.30 Hrs.
4. All bids must be accompanied by a bid security as specified above and must be delivered to the above office at the date and time indicated above. Technical and Financial Bids will be opened in the presence of Bidders' 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 Director, Botanical Survey of India reserves the right to accept or reject any or all tenders either in part or in full or to split the order without assigning any reasons there of.
6. The detailed tender document can also be viewed on our website:

INSTRUCTIONS TO BIDDERS

A. Introduction

1. Eligibility of Bidders

- 1.1 This Invitation for Bids is open to all manufacturers or their dealers specifically authorised by the manufacturers to quote on their behalf for this tender as per manufacturer's authorization form and Indian agents of foreign principals, if any.
- 1.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.

2. Cost of Bidding

- 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.

B. The Bidding Documents

3. Cost of Bidding Documents

- 3.1 Interested eligible bidders can download the tender documents from the Websites [<http://bsi.gov.in>, <http://moef.nic.in/> and <http://tenders.gov.in/>. Rs 1000/= (Rupees one thousand only) towards the cost of tender documents is to be deposited in the form of demand draft drawn in favour of PAO (BSI/ZSI) payable at Kolkata along with the Part I: Technical Bid. The Technical Bid document should also be accompanied by the **EMD @ 2%** of the total value of the item in the form of a **Demand Draft** in favour of the PAO (BSI/ZSI) payable at Kolkata or **Bank Guarantee valid for six months**.

4. Content of Bidding Documents

- 4.1 The goods required, bidding procedures and contract terms are prescribed in this bid document which includes the following:
 - (a) Notice inviting tender
 - (b) Instructions to Bidder;
 - (c) General Conditions of Contract (GCC);
 - (d) Special Conditions of Contract (SCC);
 - (e) Technical Specifications;
 - (f) Performance Security Form;
 - (g) Performance Statement form
 - (h) Service Support details;
 - (i) Bid form;
 - (j) Bid Security Form;
 - (k) Manufacturer's Authorisation Form
 - (l) Qualification requirements;

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.

4.2 Amendment of Bidding Documents

- 4.2.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.
- 4.2.2 All prospective bidders who have received the bidding documents will be notified of the amendment in writing or by cable or by fax, or by e mail and will be binding on them.
- 4.2.3 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.
- 4.2.4 Any queries/clarifications regarding the contents of the Bidding Documents should be addressed to the Purchaser well in advance and should be received in this office not later than 30 days prior to the deadline for submission of bids. Queries/clarifications should be sent in advance by Post/FAX/e-mail. The Purchaser may, at its discretion, convene a pre-bid conference to clarify such queries/clarifications at any time prior to the deadline for submission of bids.

C. Preparation of Bids

5. Language of Bid

- 5.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid and exchanged by the Bidder and the Purchaser, shall be written in **Hindi or English language**.

6. Documents Comprising the Bid

The bid is required to be submitted in two parts. One part is the Technical Bid (Part I) and the second part is the Financial Bid (Part II)

- 6.1 (A) The Technical Bid prepared by the Bidder shall include the following without indicating the price in the bid form:
 - (a) Bid security as specified in the Invitation to Bids.
 - (b) Service support details form;
 - (c) Performance Statement Form;
 - (d) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.
 - (e) Bid form.
 - (f) Cost of bidding documents as specified in the bidding documents.
- (B) The priced bid shall comprise the techno commercial bid with price indicated

in the bid form.

7. Bid Prices

7.1 The Bidder shall indicate the unit prices and total bid prices of the goods it proposes to supply under the order and enclose it with the priced bid.

7.2 Prices indicated shall be entered separately in the following manner (For indigenous items):

(i) The price of the goods, quoted, including all duties and sales and other taxes already paid or payable, should be F.O.R. destination.

(ii) Any Indian duties, sales and other taxes which will be payable on the goods if this Contract is awarded; the price for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination;

Note: Rates quoted should indicated break-up of all items like packing, forwarding, freight, insurance charges, taxes etc. failing which the rates quoted shall be considered as all final all-inclusive rate.

7.3 Prices indicated shall be entered separately in the following manner (For imported items):

(i) The price of the goods, quoted FOB port of shipment.

(ii) The price for inland transportation, insurance and other local costs incidental to delivery of the goods up to their port of despatch.

7.4 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account.

8. Bid Currencies

8.1 Prices shall be quoted in Indian Rupees or in freely convertible foreign currency.

9. Documents Establishing Bidder's Eligibility and qualifications

9.1 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

9.2 That the bidder meets the qualification criteria listed in bidding documents.

10. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

10.1 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.

- 10.2 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 for a period of two years, following commencement of the use of the goods by the Purchaser; 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.
- 10.3 For purposes of the commentary to be furnished pursuant to above, the Bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers 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.

11. Bid Security

- 11.1 The Bidder shall furnish, as part of its bid, a bid security for an amount as specified in the Invitation for Bids.
- 11.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture.
- 11.3 The bid security shall be in Indian Rupees and shall be in Demand Draft in favour of PAO (BSI/ZSI) payable at Kolkata. **Firms registered with DGS&D and NSIC who are exempted from payment of EMD are allowed exemption from payment of EMD if the product being quoted is actually manufactured by them and the product is registered with these agencies. Firms registered with these agencies selling products of other companies and not manufacturing the products being quoted by them are not allowed exemption from payment of EMD.** To avail EMD exemption, the firms should submit a legible photocopy of valid Registration Certificate of the products manufactured and registered with DGS&D and NSIC in a separate envelope along with the tenders.
- 11.4 Any bid not secured in accordance with Clauses 11.1 and 11.3 above will be rejected by the Purchaser as non-responsive.
- 11.5 Unsuccessful bidder's bid security generally will be discharged/returned not later than 15 days after the expiration of the period of bid validity or placement of order which ever is later.
- 11.6 The successful Bidder's bid security will be discharged upon the Bidder furnishing the

performance security. The Bid security should be kept valid until then.

11.7 The bid security may be forfeited:

- (a) If a Bidder withdraws, modifies, revises, deviates, its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- (b) In case of a successful Bidder, if the Bidder fails to furnish order acceptance within 7 days and/or fails to furnish Performance Security.

12. Period of Validity of Bids

- 12.1 Bids shall remain valid for 120 days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.
- 12.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable, telex, fax or e mail). The bid security provided under Clause 11 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.
- 12.3 Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

13. Format and Signing of Bid

- 13.1. The Bidder shall submit the item-wise bids in two separate envelopes. One envelop shall contain Technical Bid and the other shall contain the Financial, superscribed accordingly and the name of the item.
- 13.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for unamended printed literature, shall be initiated by the person or persons signing the bid.
- 13.3 Any interlineations, erasures or overwriting shall be valid only if the persons or persons signing the bid initial them.
- 13.4 The Bidder shall furnish information on commissions or gratuities, if any paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract as per the bid form.

D. Submission of Bids

14. Sealing and Marking of Bids

- 14.1 The bidder shall seal the Technical Bids and Financial Bids in two Separate envelopes duly marked as "Technical Bid" and "Financial Bid". Both the envelopes shall then be sealed in one outer envelope.
- 14.2 The inner and outer envelopes shall:

- (a) Be addressed to the Purchaser at the following address:

**Botanical Survey of India
Office of the Director
CGO Complex, 3rd MSO Building
F Block, 5th Floor, DF Block, Sector – 1,
Salt Lake City, Kolkata - 700064**

- (b) Bear the Tender No., due date and a superscribed "Do not open before 15.02.2010, 14.30 Hrs.

14.3 If the outer envelope is not sealed and marked as required in Clause 14.2, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.

14.4 Bids submitted by Telex, Cable, Fax or e-mail bids will be rejected.

15. Deadline for Submission of Bids

15.1 Bids must be received by the Purchaser at the address specified under Clause 14.2 no later than the time and date specified in the Invitation for Bids. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day.

15.2 The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance with Clause 4, 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.

16. Late Bids

16.1 **Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, pursuant to Clause 15, will be rejected and/or returned to the Bidder.**

17. Modification and Withdrawal of Bids (Prior to deadline only)

17.1 The Bidder may modify or withdraw its bid after the bid's submission; provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.

17.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 14. A withdrawal notice may also be sent by telex or cable or fax or e mail but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.

17.3 No bid may be modified subsequent to the deadline for submission of bids.

17.4 No bid may be withdrawn 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. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to Clause 11.7.

E. Opening and Evaluation of Bids

18. Opening of Bids by the Purchaser

18.1 The Purchaser will open all Technical Bids, in the presence of Bidders' representatives who choose to attend, as per the schedule given in invitation to bids. Financial Bids of only Technically Qualified bidders will be opened on 19.02.2010 at 12.00 Hrs. (IST). 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.

18.2 The bidders' names, bid modifications or withdrawals, specifications, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bid.

18.3 Bids (and modifications sent pursuant to Clause 17.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

19. Clarification of Bids

19.1 During evaluation of 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.

20. Preliminary Examination

20.1 The Purchaser will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids from suppliers, without proper Authorization from the manufacturers and from Indian agents without DGS&D Registration Certificate in case the items fall under the restricted list of the current EXIM policy shall be treated as non-responsive and rejected.

20.2 Arithmetical errors in the priced bids will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the supplier does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between the price quoted in words and figures, the **rate quoted in words will be taken as final** and shall be binding on the agency.

20.3 The Purchaser may waive any minor informality, non-conformity, or irregularity in a bid, which does not constitute a material deviation, provided such a waiver, does not prejudice or affect the relative ranking of any Bidder.

20.4 Prior to the detailed evaluation, the Purchaser will determine the substantial

responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Bid Security/ Performance Security, Warranty, Force Majeure, Applicable law and Taxes & Duties, etc., will be deemed to be a material deviation.

20.5 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 non- conformity.

21. Conversion to Single Currency.

21.1 To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to Indian Rupees at the selling exchange rate established by any bank in India as notified in the Newspapers on the date of bid opening.

22. Evaluation & comparison of bids

For the bids surviving the technical evaluation which have been found to be responsive the evaluation & comparison shall be made as under

22.1 For indigenous offers.

The final landing cost of purchase after all discounts, freight, forwarding, insurance, taxes etc. shall be the basis of evaluation.

22.2 For imported offers.

The FOB price shall be the basis of evaluation.

Note: Rates quoted should indicated break-up of all items like packing, forwarding, freight, insurance charges, taxes etc. failing which the rates quoted shall be considered as all final all-inclusive rate.

23. Contacting the Purchaser

23.1 Subject to Clause 19, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the purchaser, it should do so in writing.

23.2 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.

24. Post qualification

24.1 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.

- 24.2 The determination will take into account the Bidder's financial, technical and production capabilities. It 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.
- 24.3 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.

25. Award Criteria

- 25.1 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.

26. Purchaser's right to vary Quantities at the Time of Award

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

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

- 27.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.

28. Notification of Award

- 28.1 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 by way of a Purchase Order.
- 28.2 Upon the successful Bidder's furnishing of performance security pursuant to Clause 29, the Purchaser will generally notify each unsuccessful Bidder and will discharge its bid security, pursuant to Clause 11.

29. Performance Security

- 29.1 Within 7 days of the receipt of notification of award/purchase order from the Purchaser, the successful Bidder shall furnish the performance security, in the Performance Security Form provided in the bidding documents.
- 29.2 Failure of the successful bidder to accept the order shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security and call for new bids.

30. Order Acceptance

The successful bidder should submit Order acceptance of the Purchase Order within 7 days from the date of issue, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited.

GENERAL CONDITIONS OF CONTRACT

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- a. "The Order" means the Purchase Order placed by the Purchaser including all the attachments and appendices thereto and all documents incorporated by reference therein and all amendments of the purchase order.
- b. "The Contract Price" means the price payable to the Supplier under the Order for the full and proper performance of its contractual obligations;
- c. "The Goods" means all the equipment, machinery, and/or other materials, which the Supplier is required to supply to the Purchaser under the Contract;
- d. "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;
- e. "GCC" mean the General Conditions of Contract contained in this section.
- f. "SCC" means the Special Conditions of Contract.
- g. "The Purchaser" as specified in Special Conditions of Contract.
- h. "The Purchaser's country" is "India".
- i. "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- j. "Day" means calendar day.

2. Application

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

3. Standards

- 3.1 The Goods supplied 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.

4. Use of Contract Documents and Information

- 4.1 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.
- 4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.
- 4.3 Any document, other than the Contract itself, enumerated in GCC Clause 4.1 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.

5. Patent Rights

- 5.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

6. Submission of the bids.

- 6.1 All bids complete in every respect must reach this office within the last date and time of receipt of bid. No extension shall be allowed for any reason what so ever. Late tenders, Tenders received without Bid security/Earnest Money, cost of bidding documents, if applicable etc. shall be rejected.
- 6.2 Tender documents are available on the websites specified in Invitation for bids. Interested bidders may download directly from these websites, as indicated in invitation for bids. The Purchaser is not liable for late receipt of the tender documents.

7. Performance Security

- 7.1 Within 7 days of receipt of the notification of contract award/purchase order, the Supplier shall furnish performance security in the amount specified in SCC.

- 7.2 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.
- 7.3 The Performance Security shall be a demand draft in favour of the purchaser.
- 7.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in SCC.
- 7.5 In the event of any contract amendment, the supplier shall, within 7 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.

8. Inspections and Tests

- 8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests if any, the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.
- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at the point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.
- 8.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 8.4 The Purchaser's right to inspect test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.
- 8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Packing

- 9.1 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.

- 9.2 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.

10. Delivery and Documents

- 10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the order within the period as indicated in the SCC. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

11. Insurance

- 11.1 The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in SCC.

12. Transportation

- 12.1 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.

13. Incidental Services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, specified in SCC, if any:
- a) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods;
 - b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
 - d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
 - e) Training if any, of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.

14. Spare Parts

14.1 As specified in the SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

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

15. Warranty

15.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination. The warranty should be comprehensive on site, repair/replacement.

15.2 This warranty shall remain valid for 12 months or as per the period mentioned in the specifications, whichever is higher, after the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, unless specified otherwise in the SCC.

15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

- Upon receipt of such notice, the Supplier shall immediately arrange for a standby item and within 03 days repair or replace the defective goods or parts thereof free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods thereafter.
- The period for correction of defects in the warranty period is 03 days.
- If the supplier having been notified fails to remedy the defects within 03 days, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expenses and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as specified in the SCC.
- 16.2 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 GCC Clause 10, and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the Purchaser but in no case later than sixty (60) days after acceptance of item and submission of the invoice or claim by the Supplier.
- 16.4 Payment shall be made in currency as indicated in the order.

17. Prices

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

18. Change Orders

- 18.1 The Purchaser may at any time, by written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:
 - (a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) The method of shipping or packing;
 - (c) The place of delivery; and/or
 - (d) The Services to be provided by the Supplier.
 - (e) The delivery schedule.
- 18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within seven (7) days from the date of the Supplier's receipt of the Purchaser's change order.

19. Contract Amendments

- 19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment.

20. Assignment

20.1 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.

21. Subcontracts

21.1 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 his original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

21.2 Sub-contract shall be only for bought-out items and sub-assemblies.

22. Delays in the Supplier's Performance

22.1 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.

22.2 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).

22.3 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.

22.4 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalty clause.

23. Penalty clause

23.1 Subject to GCC Clause 25, 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 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 24.

24. Termination for Default

24.1 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 order, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or
- b) If the Supplier fails to perform any other obligation(s) under the Contract.
- c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms and in such 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 for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22, 23, 24 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.

25.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

26. Termination for Insolvency

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

27. Resolution of Disputes

- 27.1 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.
- 27.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC. These mechanisms may include, but are not limited to, conciliation mediated by a third party, adjudication in an agreed National or international forum and national or international arbitration.

28. Governing Language

- 28.1 The contract shall be written in **English language**. Subject to GCC Clause 30, **English language** version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.

29. Applicable Law

- 29.1 The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction as specified in SCC.

30. Notices

- 30.1 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 or e mail and confirmed in writing to the other party's address specified in the SCC.
- 30.2 A notice shall be effective when delivered or on the notice's effective date, whichever ever is later.

31. Taxes and Duties

- 31.1 Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser. However, Sales tax in respect of the transaction between the Purchaser and the Supplier shall be payable extra, if so stipulated in the order.
- 31.2 In addition to the above terms, all terms of supply of CSIR existing and issued from time to time is applicable to this tender without prejudice to other terms.
- 31.3 Being the purchases for scientific purpose, the customs/Excise duty exemptions are applicable

32. Disqualification of Tenders

- 32.1 Tenders are liable for rejection if they are not in line with the terms and conditions of this tender notice.
- 32.2 Conditional quotations will not be considered.

33. Details of Equipments supplied to Government/PSU/Autonomous Body Labs:

The tenderers who have supplied identical or similar equipment to other Labs/Institutions have to furnish the details of such suppliers for the preceding three years along with the prices eventually or finally paid positively.

SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

1. Definitions (GCC Clause 1)

(a) The Purchaser is The Director, Botanical Survey of India.

2. Performance Security (GCC Clause 7)

Substitute clause 7.1 of the GCC by the following:

- 2.1 Within 7 days after the Supplier's receipt of order, the Supplier shall furnish Performance Security to the Purchaser for an amount of 10% of the contract value, valid up to 60 days after the date of completion of performance obligations including warranty obligations.

3. Inspection and tests

Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

- 3.1 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 attached to the purchase order. Manufacturer's test certificate with data sheet shall be issued to this effect and submitted along with the delivery documents.

The purchaser if so desires shall be present at the supplier's premises during such inspection and testing. The location where the inspection is required to be conducted should be clearly indicated. The supplier shall inform the purchaser about the site preparation, if any, needed for installation of the goods at the purchaser's site at the time of submission of order acceptance.

3.2 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.

3.3.1 In the event of the ordered item failing to pass the acceptance test, a period not exceeding one week 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.

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

3.5 Manuals and drawings before the goods and equipments are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals together with drawings of the goods and equipments built. These shall be in such details as will enable the Purchaser to operate, maintain, adjust and repair all parts of the works as stated in the specifications.

3.6 The Manuals and Drawings shall be in the ruling language (English) in such form and numbers as stated in the contract.

3.7 Unless and otherwise agreed, the goods equipment shall not be considered to be completed for the purposes of taking over until such manuals and drawing have been supplied to the Purchaser.

4. Packing (GCC Clause 9)

Add as Clause 9.3 of the GCC of the following:

Packing Instructions: Each package will be marked on three sides with proper paint/indelible ink, the following:

- i) Item
- ii) Contract No.
- iii) Country of Origin of Goods
- iv) Supplier's Name and
- v) Packing list reference number.

5. Delivery and Documents (GCC Clause 10)

Generally the delivery of the goods should be made within 08 weeks from the date of placement of purchase order. Within 24 hours of shipment, the supplier shall notify the purchaser and the insurance company by cable/telex/fax/e mail the full details of the

shipment including contract number, railway receipt number/ AWB etc and date, description of goods, quantity, name of the consignee, invoice etc. The Supplier shall mail the following documents to the purchaser with a copy to the insurance company:

- (i) 4 Copies of the Supplier invoice showing contract number, goods' description, quantity, unit price, total amount;
- (ii) Acknowledgment of receipt of goods from the consignee(s) by the transporters;
- (ii) Insurance Certificate, if any.
- (iii) Manufacturer's/Supplier's warranty certificate;
- (iv) Inspection Certificate issued by the nominated inspection agency, if any, and the Supplier's factory inspection report; and
- (v) Certificate of Origin.
- (vi) Two copies of the packing list identifying the contents of each package.

The above documents should be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

6. Insurance (GCC Clause 11)

For delivery of goods at the purchaser's premises, the insurance shall be obtained by the Supplier to an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destinations) on "All Risks" basis including War Risks and Strikes. The insurance shall be valid for a period of not less than 3 months after installation and commissioning. However, in case of orders placed on FOB basis, the purchaser shall arrange Insurance.

7. Incidental services (GCC clause 13)

The incidental services to be provided are as under:

- Furnishing of 01 set of detailed operations & maintenance manual (along with circuit Diagrams etc.).

8. Spare Parts (GCC Clause 14)

Add as Clause 14.2 to the GCC the following:

Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but in any case within six months of placement of order.

9. Warranty (GCC Clause 15)

In partial modification of the provisions, the warranty period shall be 12 months or as per the period mentioned in the specifications whichever is higher, from date of acceptance of Goods. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests. The warranty should be comprehensive on site repair/replacement.

10. Payment (GCC Clause 16)

- (a) Payment shall be made by the Purchaser to the extent of **100%** against inspection and delivery in good condition and after completion of installation **(at the locations as per details in Annexure - A to this Document)**, commissioning and acceptance of the system/equipment to the entire satisfaction of the Purchaser and on production of unconditional performance bank guarantee as specified in Clause 2.1 of SCC .
- (b) For imported items, in order to open **100%** L.C, the supplier shall furnish an unconditional Performance Bank Guarantee valid till **60 days** after the warranty period of installation. **The Performance Bank Guarantee to be submitted from a Scheduled Bank of India or any International Bank duly endorsed by Nationalised Bank in India for 10% of the order value along with order acknowledgement, to open L.C for 100%.**
- (c) Agency commission, if any shall be paid after satisfactory installation & commissioning of the goods at the destination at the exchange rate prevailing on the date of negotiation of LC documents, subject to DGS&D registration for restricted items.

11. Penalty Clause (GCC Clause 23)

11.1 For delays:

GCC Clause 23.1 --The applicable rate is 1% per week and the maximum deduction is 10% of the contract price, after which the contract is liable for termination at supplier's cost, in case of additional expenditure in procurement.

12. Resolution of Disputes (Clause 28)

Add as GCC Clause 28.3 the following:

The dispute resolution mechanism to be applied pursuant to GCC Clause 28 shall be as follows:

- (a) In case of Dispute or difference arising between the Purchaser and a domestic

supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Secretary, Ministry of Environment & Forests and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

(b) In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

(c) The venue of the arbitration shall be the place from where the order is issued.

13. Applicable law (GCC clause 30)

13.1 The place of jurisdiction would be Kolkata

14. Notices

For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.

Purchaser: **Botanical Survey of India
Office of the Director
CGO Complex, 3rd MSO Building
F Block, 5th Floor, DF Block, Sector – 1,
Salt Lake City, Kolkata - 700064**

Supplier: (To be filled in by the supplier)

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

15. Progress of supply

Supplier shall regularly intimate progress of supply, in writing, to the Purchaser as under*:

- Quantity offered for inspection and date;
- Quantity accepted/rejected by inspecting agency and date;

- Quantity despatched/delivered to consignees and date;
- Quantity where incidental services have been satisfactorily completed with date;
- Quantity where rectification/repair/replacement effected/completed on receipt of any communication from consignee/Purchaser with date;
- Date of completion of entire Contract including incidental services, if any; and
- Date of receipt of entire payments under the Contract

(In case of stage-wise inspection, details required may also be specified).

16. Right to use defective goods

- 16.1 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.

17. Supplier Integrity

The Supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.

18. Training

The Supplier is required to train the designated Purchaser's technical and end user personnel to enable them to effectively operate the total equipment wherever indicated/necessary.

BID SECURITY FORM

Whereas1 (hereinafter called "the Bidder") has submitted its bid dated..... (Date of submission of bid) for the supply of..... (Name and/or description of the goods) (Hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE (Name of bank) of (Name of country), having our registered office at (Address of bank) (Hereinafter called "the Bank"), are bound unto (Name of Purchaser) (Hereinafter called "the Purchaser") in the sum of _____ for which payment well 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 _____ 2010.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
 - (a) Fails or refuses to execute the Contract Form if required; or
 - (b) Fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

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

(Signature of the Bank)

Name of Bidder

PERFORMANCE SECURITY FORM

To: (Name of Purchaser)

WHEREAS (Name of Supplier)

Hereinafter called "the Supplier" has undertaken, in pursuance of Contract no.....

Dated,..... 2009 to supply.....(Description of Goods and Services) hereinafter 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 recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....2010

Signature and Seal of Guarantors

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

Date.....2010

Address:.....

.....
.....

**PERFORMANCE STATEMENT FORM
(For A Period Of Last 3 Years)**

Name of the Firm.....

Order placed by (full address of purchaser)	Order No. and date	Description and quantity of ordered equipment commissioned	Price	Date of completion of delivery/ commissioning as per Contract/ Actual	Remarks indicating reasons for late delivery/ commissioning, if any	Has the equipment been installed/ commissioned satisfactory? (Attach a certificate from the purchaser/Consignee)	Contact Person alongwith Tel. No., Fax No. & e-mail address

Place :
Date :

Signature
Rubber stamp

MANUFACTURERS' AUTHORIZATION FORM

No. _____

Dated _____

The Director
Botanical Survey of India
Office of the Director
CGO Complex, 3rd MSO Building
F Block, 5th Floor, DF Block, Sector – 1, Salt Lake City,
Kolkata - 700064

Dear Sir:

We _____ who are established and reputable _____ manufacturers of _____ having factories at _____ (*address of factory*) do hereby authorize M/s (*Name and address of Agent*) to submit a bid, negotiate and receive the order from you against your tender enquiry.

No company or firm or individual other than M/s _____ is authorized to bid, and conclude the contract in regard to this business.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract and Clause of the Special Conditions of Contract for the goods and services offered by the above firm.

Yours faithfully,

(Name)

(Name of
manufacturers)

Note: This letter of authority should be on the **Letterhead of the manufacturer** and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its Technical Bid

SERVICE SUPPORT DETAILS FORM

Sl. No.	Nature of training imparted	List of similar type equipments serviced in the past 3 years	Local Address, Telephone Nos. Fax Nos and e-mail address of the firm located at any of the four Metro cities or adjoining areas	Value of minimum stock of consumable spares held at all times.

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

Place:

Date:

BID FORM

To

The Director
Botanical Survey of India
Office of the Director
CGO Complex, 3rd MSO Building
F Block, 5th Floor, DF Block, Sector – 1, Salt Lake City,
Kolkata - 700064

Sir,

Having examined the bidding document the receipt of which is hereby duly acknowledged, we the undersigned offer to supply and deliver/commission _____(Description of Goods) in conformity with the said bidding documents for a sum of _____(total bid price in words & figures) or such other sums as may be ascertained from the bid.

We undertake that if our bid is accepted we will deliver/commission the goods in accordance with the delivery schedule specified.

If our bid is accepted we will obtain the guarantee of the bank in a sum equivalent to _____ percent of the contract price for the due performance of the contract, in the form Prescribed by the purchaser.

We agree to abide by this bid for a period of _____(number) of days after the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.

Commissioning and gratuities, if any, paid or to be paid by us to the agents relating to this bid, and to contract executions if we are awarded the contract, are listed below:

Name and address Commission of agent	Amount in Rupees	Purpose of

(if none, state "none")

We understand that you are not bound to accept the lowest or any bid you may receive. Dated this _____ day of _____ 2010.

Signature _____ In the capacity
of _____ Duly authorized to sign the bid for
and on behalf of _____.

Part – I

(Technical Bid)

Bid Letter

The Director
Botanical Survey of India
Office of the Director
CGO Complex, 3rd MSO Building
F Block, 5th Floor, DF Block, Sector – 1, Salt Lake City,
Kolkata - 700064

Ref. Tender No.....

**Sub.: Supply, Installation, Commissioning and Satisfactory
Demonstration of Scientific equipments etc.**

Sir,

We, the undersigned agency, having read and examined in detail the specifications and all the bidding documents do propose to provide the Services as specified in the bidding document.

Our offices are equipped with adequate facilities for Supply, Installation, Commissioning and Satisfactory Demonstration of Scientific equipments required by the Botanical Survey of India.

All prices mentioned in our proposal are in accordance with the terms and condition specified in the bidding document and extant statutes/rules etc.

All the prices and other terms and conditions of this proposal are valid for a period of 90 calendar days from the opening of the bids.

We are an Indian firm and do hereby confirm that our bid prices are all inclusive.

We have carefully read and understood the terms and conditions of the contract applicable to the tender and we do hereby undertake to provide the services as per these terms and conditions.

We enclose herewith the complete Technical Bid as required by you.

Certified that we are:

A sole proprietor firm and the person signing the tender is the sole proprietor/constituted attorney of the sole proprietor,

or

A partnership firm and the person signing the tender is the signing authority and he/she has the authority to refer to arbitration disputes concerning the

business of the partnership by the virtue of the partnership agreement/by virtue of general power of attorney.

or

A company and the person signing the tender is the constituted attorney.

or

A consortium of companies with the primary party designated in Annexure A and the person signing the tender is the constituted attorney or authorized signatory of the primary party.

22 Note: Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the tender document.

23 We do undertake that, until a formal contract is prepared and executed, this bid, together with your acceptance thereof, the tender document and placement of letter of intent awarding the contract, shall constitute a binding contract between us.

Dated this..... day of 2010

Signature of

Agency

Full Address:

Telephone No

Details of

Enclosure Fax

No.:

Company Seal

Annexure A
Technical Bid
Bid Particulars

Tender No.....

- a) Name of the Bidder
- b) Address of the Bidder

Telephone No.
Fax
E- mail
- c) Date of Inception:
- d) TAN/PAN No.
- e) ITR for the last 3 years
- f) Sales Tax/Service TAX/VAT returns for last 3 years
- g) Name and Address of the officer to whom all references shall be made regarding this tender:
Phone
Fax
E-mail
Signature.....
Name.....
Designation.....
Date.....
Company Seal.....

Annexure B

Technical Bid

**Format for Specifications of Items proposed to be
supplied/commissioned**

S.No.	Item	Technical Specifications	Deviations (if any) from Technical Specifications required by the Purchaser

Annexure C

Technical Bid

Agency's Experience

Clients Details where such items/facilities have been supplied/installed/
commissioned have been undertaken

Name & Address of Client	:
Type of Client	:
Address	:
Details of Items supplied/commissioned	:
Quantity	:
Approximate value of Items (in Indian Rupees)	:
Name, title and Contact details of the contact at Client location	:
Agency Signature, Name, Designation & Company Seal	:

Note:

Documentary evidence in respect of each client to be enclosed.

Annexure D

Technical Bid

Earnest Money Deposit Details

(Please give the details of the earnest Money Deposit of Rs. /-)

Amount :

Demand Draft No. :

Drawee Bank / Branch :

Date :

Part - II
(Financial Bid)
Bid Letter

To
The Director
Botanical Survey of India
Office of the Director
CGO Complex, 3rd MSO Building
F Block, 5th Floor, DF Block, Sector – 1, Salt Lake City,
Kolkata - 700064

Sir,

We declare:

i) that we are sole owner/authorized agents/ of

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

That we are equipped with infrastructure/expertise and other facilities required for **Supply, Installation, Commissioning and Satisfactory Demonstration of Scientific equipments etc in the BSI.**

We do hereby undertake, that, In the event of acceptance of our bid, the **Supply, Installation, Commissioning and Satisfactory Demonstration of Scientific equipments etc** shall be made as stipulated in the work order and the tender terms and conditions to the Bid.

We enclose here with the complete Financial Bid as required by you. We have carefully read and understood the terms and conditions of the tender and the conditions of the contract applicable to the tender and we do hereby undertake the **Supply, Installation, Commissioning and Satisfactory Demonstration of Scientific equipments etc** as per these terms and condition.

Certified that we are:

a sole proprietorship firm and the person signing the tender is the sole proprietor / constituted attorney of the sole proprietor,

Or

a partnership firm, and the person signing the tender is the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney,

Or

a company and the person signing the tender is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the tender

document.)

We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof, the tender document and placement of letter of intent awarding the contract, shall constitute a binding contract between us.

Dated: Signature of authorized representative

Name of Agency :

Full Address :

Company Seal :

Detail of enclosures :

Financial Bid Formats

*(Note: In the financial bid format, the rate shall be quoted in Indian Rupees/Convertible Foreign Currency in **figures and words**. In case of discrepancy between the rate quoted in **figures and words**, the **rate quoted in words will be taken as final** and shall be binding on the agency)*

Form 1: Supply, Installation, Commissioning and Satisfactory Demonstration of Scientific equipments/facilities etc

S.No. Item	Amount (with item-wise break-up; taxes to be shown separately)

QUALIFICATION REQUIREMENTS/CRITERIA

- i) The Bidder should be a manufacturer or their dealer specifically authorised by the manufacturer to quote on their behalf for this tender as per Manufacturer Authorisation Form and Indian agents of foreign principals, if any. Who must have designed, manufactured, tested and supplied the equipment(s) similar to the type specified in the "Technical Specification". Such equipments must be of the most recent series/models incorporating the latest improvements in design. The models should be in successful operation for at least one year as on date of Bid Opening.
- ii) Details of Service Centres located in metro cities or adjoining areas and information on Service support facilities that would be provided after the warranty period (In the Service Support Form).
- iii) That, in the case of a Bidder not doing business in India, the Bidder is/or will be (if Successful) represented by an Agent in India located at any of the metro cities or adjoining areas who shall be equipped and able to carry out the Supplier's maintenance, repairs and Spare parts, stocking obligations prescribed by the conditions of the contract.
- iv) That adequate and specialized expertise is already available or will be made available following the execution of the contract in the Purchaser's country, to ensure that the support services are responsive and adequate.
- v) That the Bidder will assume total responsibility for the fault-free operation of equipment, application software, if any, and maintenance during the warranty period and provide necessary maintenance services for five years after end of warranty period if required.
- vi) The Indian Agents of foreign manufacturers/ suppliers quoting directly on behalf of their principals for items appearing in the restricted list of the current EXIM policy are registered with DGS&D.
- vii) To maintain sanctity of tendering system one Indian agent cannot represent two different foreign principals in one tender.
- viii) Bidders who meet the criteria given above are subject to be disqualified, if they have made untrue or false representation in the forms, statements and attachments submitted in proof of the qualification requirements or have a record of poor performance, not properly completing the contract, inordinate delays in completion or financial failure, etc.

Joint Director & Head of the Office
Botanical Survey of India (HQ)

