

Invitation For Bids

1. Director, CSIR-Central Mechanical Engineering Research Institute, Mahatma Gandhi Avenue, Durgapur, West Bengal, 713209 invites e-Bids from eligible Manufacturers and their distributors/Indian agents / Suppliers / Authorised Dealers for the following item/ items:

Sl. No.	Tender Ref.	Description of Goods and Services	Quantity	Single/Double Bid	Bid Security/ EMD
1	PUR/60/EM&TRG/RM/E/20 23-24	Supply of Fuel Cell System, 5kW, Open Cathode Proton Exchange Membranetype (DETAILED SPECIFICATIONS AS PER ANNEXURE – I)	As detailed in the Chapter on Technical Specifications	Single	Not Applicable <div style="background-color: yellow; text-align: center; padding: 5px;"> INR OR USD </div>

2. E-Bids are invited through the electronic tendering process and the Tender Document can be downloaded from the e-Tender portal of Government of India, <https://etenders.gov.in/eprocure/app/> Please note that the submission of e-Bids will be only through the e-Tender portal <https://etenders.gov.in/eprocure/app/>. Bids will not be accepted in any other form. Further it may be noted that Bids which are duly submitted on e-Tender portal shall only be considered and Bids just saved without submission will not be available to the Evaluation Committee of CSIR-CMERI.
3. Any Bidder willing to take part in the process of e-tendering will have to get registered in the Central Public Procurement [CPP] portal, NIC, Government of India, by logging on to the portal <https://etenders.gov.in/eprocure/app/> Bidders are requested to go through "Bidder Manual Kit", "System Settings" & "FAQ" links available on the login page of the e-Tender portal for guidelines, procedures & system requirements. In case of any technical difficulty, Bidders may contact the help desk numbers & email ids mentioned at the e-tender portal. Every Bidder will be required to obtain a Class-III Digital Signature [DSC] for submission of Bids.
4. Bid Security / EMD [**if applicable**] will be required to be paid offline by Demand Draft drawn in favour of Director, CSIR-CMERI payable at Durgapur. Alternatively, Bid Security/EMD can also be furnished in the shape of a Bank Guarantee issued by any Nationalised/Scheduled Bank of India. In case the EMD Bank Guarantee is issued by a foreign bank, the said Bank Guarantee shall have to be confirmed/counter-guaranteed by any Nationalised/Scheduled bank of India.
5. 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.
6. **As per Govt. of India procurement policies,**
- The Purchaser intends to give purchase preference to Local Suppliers* in case the cost of procurement is up to Rs. 50.00 lakhs.**
 - The eligibility of the Supplier is restricted to Indian Suppliers.**
 - The procuring entity intends to give purchase preference to products/Goods manufactured by Micro, Small and Medium enterprises.**

****"Local Supplier" means a Supplier or service provider whose product or service offered for procurement meets the minimum local content of 50% as prescribed in DIPP Order No.P-45021/2/2017-PP (BE-II) dated 28th May, 2018 or by the competent Ministries/Departments in pursuance of this order.**

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

7. The Director, CSIR-CMERI, Durgapur, reserves the right to accept any or all tenders either in part or in full or to split the order without assigning any reasons there for.

STORES AND PURCHASE OFFICER

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2	Special Conditions of Contract and General Conditions of Contract
3	Schedule of Requirement
4	Specifications and Allied Technical Details
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NOTE :

- 1. THIS TENDER DOCUMENT CONSISTS OF THE SPECIAL CONDITIONS OF CONTRACT AND SCHEDULE OF REQUIREMENT ONLY. REST OF THE CONTENTS ARE AVAILABLE IN THE ADDITIONAL DOCUMENTS UPLOADED ON THE CPP PORTAL www.etenders.gov.in**
- 2. BIDDERS SEEKING PREFERENCE UNDER ANY POLICY/SCHEME OF THE GOVERNMENT OF INDIA LIKE PUBLIC PROCUREMENT POLICY FOR MSEs, MAKE IN INDIA ETC. MUST ENCLOSE ALL RELEVANT DOCUMENTS AND CERTIFICATES AT THE TIME OF SUBMISSION OF BIDS. BIDDER WILL NOT BE ALLOWED TO SUBMIT SUCH CERTIFICATES, DOCUMENTS AT LATER STAGES OF THE BIDDING PROCESS.**

TENTATIVE TIME SCHEDULE OF PROCUREMENT PLANNING

Sl.No	Stage	Tentative Time Frame
1.	Date of Bid Opening	XX
2.	Date of Completion of Technical Bid Evaluation	XX + 60
3.	Date of communication of Rejection of Bids	XX + 70
4.	Date of Receipt of context, if any, from Bidders	XX + 80
5.	Opening of Financial Bid	XX + 70
6.	Notification of Award	XX + 90

SPECIAL CONDITIONS OF CONTRACT

(The following Special Conditions of Contract (SCC) are specific to this Tender Document and shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.)

1. QUALIFICATION REQUIREMENT

- 1.1. Required, As detailed in the Chapter on Technical Specifications

2. NAME OF PURCHASER [Refer GCC Clause 2.1.1m]

- 2.1. The Purchaser is CSIR-Central Mechanical Engineering Research Institute, Mahatma Gandhi Avenue, Durgapur, West Bengal, Pin - 713 209, India

3. PAYMENT [Refer GCC Clause 2.22.1]

- 3.1. Payment shall be made within 30 days of delivery and acceptance of all the ordered goods or completion of installation and commissioning of the goods as the case may be, to the complete satisfaction of the User Division of CSIR-CMERI and completion of other contractual obligations.

4. PERFORMANCE SECURITY [Refer GCC Clause 2.13]

- 4.1. NIL

5. DELIVERY SITE / FINAL DESTINATION [Refer GCC Clause 2.1.1n]

- 5.1. The delivery and installation site shall be:

CSIR - CMERI, Mahatma Gandhi Avenue, Durgapur- 713209, West Bengal.

6. INDIAN AGENT

- 6.1. In case an Indian agent is directly submitting a bid on behalf of its Principals, a copy of the Authorisation Certificate issued by the Principals in favour of the Indian agent should be furnished along with a certified copy of the Agency Agreement between the foreign Principal and India agent. Both these certificates should be up-to-date and valid.
- 6.2. Foreign Bidders to disclose the name and address of agent and representative in India and Indian Bidder to disclose their foreign Principal or associate.
- 6.3. Agency Commission, if any, payable to the Indian agent will be released within 60 (sixty) days of completion of installation and commissioning of the equipment to the entire satisfaction of the buyer. For determining the value of agency commission, exchange rate of foreign currency prevailing on the date of negotiation of documents, will be taken into consideration.
- 6.4. In a tender either the 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.
- 6.5. 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. DOCUMENTS REQUIRED [Refer GCC Clause 2.16]

7.1. Details of Shipping and other Documents to be furnished by the Supplier are :

A. **For Goods manufactured within India**

Within 24 hours of dispatch, the Supplier shall notify the Purchaser the complete details of dispatch and also supply following documents by registered post / speed post and copies thereof by FAX/Email.

- a. Two copies of Supplier's Invoice indicating, *inter-alia* description and specification of the Goods, quantity, unit price, total value;
- b. Packing list;
- c. Certificate of country of origin;
- d. Insurance certificate, if required under the contract;
- e. Railway receipt/Consignment note;
- f. Manufacturer's guarantee certificate and in-house inspection certificate;
- g. Inspection certificate issued by Purchaser's inspector, if any; and
- h. Any other document(s) as and when required in terms of the contract.

Note:

01. The nomenclature used for the item description in the invoices(S), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s).

02. The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

B. **For Goods manufactured abroad**

Within 24 hours of dispatch, the Supplier shall notify the Purchaser the complete details of dispatch and also supply following documents by Registered Post/courier and copies thereof by FAX/Email.

- a. Two copies of Supplier's Invoice giving full details of the Goods including quantity, value, etc.;
- b. Packing list;
- c. Certificate of country of origin issued by Supplier;
- d. Manufacturer's guarantee and Inspection certificate;
- e. Inspection certificate issued by the Purchaser's Inspector, if any;
- f. Insurance Certificate, if required under the contract;
- g. Name of the Vessel/Carrier;
- h. Bill of Lading/Airway Bill;
- i. Any other document(s) as and when required in terms of the contract.

Note:

01. The nomenclature used for the item description in the Invoices (s), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s).

02. The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

8. INSTALLATION, COMMISSIONING AND TRAINING [Refer GCC Clause 2.19.1]

8.1. NOT REQUIRED

9. WARRANTY [Refer GCC Clause 2.21.3]

9.1. REQUIRED, As detailed in the Chapter on Technical Specifications

10. LIST OF PURCHASERS

10.1. Please indicate names and addresses of organizations to whom you have supplied identical or similar type of equipment during the last 3 years along with the details of such supplies and prices eventually or finally paid.

11. PENALTY [Refer GCC Clause 2.27.1]

11.1. The penalty shall be 0.5% per week or part of a week towards late delivery and towards delay in installation and commissioning and the maximum amount of penalty shall be 10%

12. PLACE OF JURISDICTION [Refer GCC Clause 2.34.1]

12.1. The place of jurisdiction is Durgapur, West Bengal, India.

13. NOTICES [Refer GCC Clause 2.35]

13.1. For notices, the Purchaser's address is

The Director
Attention: Stores & Purchase Officer
CSIR - Central Mechanical Engineering Research Institute
Mahatma Gandhi Avenue
Durgapur, West Bengal
Pin - 713209, India

14. OTHERS

14.1. All supplies are subject to inspection and approval before acceptance. Manufacturer warranty certificates and manufacturer/Government approved lab test certificate shall be furnished along with the supply, wherever applicable. TDS would be recovered as per rules in case of Fabrication/ Servicing/ Maintenance jobs/Installation charges etc.

14.2. Integrity Pact is not applicable [Refer GCC Clause 2.43.1 and 2.43.2]

CHAPTER 3

SCHEDULE OF REQUIREMENT

Sl. No.	Tender Ref.	Description of Goods and Services	Quantity
1	PUR/60/EM&TRG/RM/E/2023-24	Supply of Fuel Cell System, 5kW, Open Cathode Proton Exchange Membranetype (DETAILED SPECIFICATIONS AS PER ANNEXURE – I)	As detailed in the Chapter on Technical Specifications

Delivery & Installation site / Final Destination	
CSIR - CMERI, Mahatma Gandhi Avenue, Durgapur- 713209, West Bengal.	
Period of Delivery shall count from	DATE OF AWARD OF CONTRACT / ISSUE OF PURCHASE ORDER
Delivery Period [Goods to be delivered in one lot at final destination]	60 Days
Time frame required for conducting installation, commissioning of the Goods etc. after arrival of the Goods at Final destination	7 Days