## SYSTEM TESTING AND RESEARCH FOR ADVANCED MATERIALS (STREAM) FOUNDATION

Tender Ref.No: STREAM/EQ/019/01/2025

## TENDER FOR FT-INFRARED SPECTROMETER WITH ATR AND PALLET PRESS

## Supply, Installation & Commissioning of FT-INFRARED SPECTROMETER WITH ATR AND PALLET PRESS

System Testing and Research for Advanced Materials Foundation F229/1, Nageswararao Road, Athipet, Ambattur Chennai -600058 Tamil Nadu India

Website: www.streamfoundation.in

Email: streamfoundation2025@gmail.com

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## NOTICE INVITING TENDER

Association for "System Testing and Research for Advanced Materials Foundation" (STREAM FOUNDATION), invites sealed tenders for their proposed Testing Centre at Trichy, in Two bid system (Technical & Commercial bid in two separate envelopes) from eligible and qualified Original Equipment Manufacturers / Authorized Distributors of OEM/Authorized dealers of OEM for the Supply, Installation, Commissioning & Training at site The details are given below:

a)	Tender number	Reference number for inviting bids through this tender is STREAM/EQ/019/01/2025
b)	Purchaser	Association for "System Testing and Research for Advanced Materials Foundation" (STREAM FOUNDATION), which is a Section 8 Company formulated under Defense testing Infrastructure Scheme (DTIS).
c)	Usage of Machine	The purchaser would place the machine in its facility and shall be utilized for testing of materials properties
d)	Scope of Tender	Supply, Installation, Commissioning & Training of the Equipment
e)	Specification/Details of machine	The detailed specifications of machine are specified in tender and placed at <b>Annexure-B</b>
f)	Web page for Details of tender	Tender documents can be downloaded via Web page: <a href="https://streamfoundation.in">https://streamfoundation.in</a> from 03-02-2025. The prospective bidders are advised to remain in touch with the website for any update in respect of this tender.
g)	Locations of supplies	The machine is proposed to be supplied at STREAM FOUNDATION Facility at Sidco Electronics Estate, Thuvakudi, Tamil Nadu State. It may be noted that the CEO of STREAM FOUNDATION has full rights to cancel supplies while placing the supply orders to the selected bidder. The reason for cancellation of supply is not disclosed.
h)	Earnest Money Deposit (EMD) along with Tender	An EMD of <b>Rs. 30,000/-</b> (Rupees Thirty thousand Only) shall be submitted in the form of D.D/RTGS. in favor of "System Testing and Research for Advanced Materials Foundation" payable at Chennai or proof of RTGS and to be placed in the Technical Bid envelope while submitting the tender. Note: EMD and tender Fee submission exemption cannot be provided as this is related to sensitive defense procurement. EMD Waiver for MSMEs as applicable

i)	Pre-Bid meeting	Pre-Bid meeting will be held online 20-02-2025 at 10.00 Hrs ONLINE (Details for meeting will be notified on the website)
j)	Cost of Tender Documents	Rs.1,500/- (including GST) in the form of DD in favor of "System Testing and Research for Advanced Materials Foundation", payable at Chennai. Tender Documents can be downloaded from <a href="https://www.streamfoundation.in">www.streamfoundation.in</a>
k)	Last date of submission of tender	Tender must be delivered to the address below on or before 25-02-2025 up to 15.30 hours. Late bids will be rejected.  The Chief Executive Officer, System Testing and Research for Advanced Materials Foundation F229/1, Nageswararao Road, Athipet, Ambattur, Chennai -600058, Tamil Nadu, India
1)	Date of opening of Technical Bid (Envelope-1)	The Technical Bid for the tender shall be opened on 26 Feb 2025 at 15:30 hours at the address as under: The Chief Executive Officer, System Testing and Research for Advanced Materials Foundation, F229/1, Nageswararao Road, Athipet, Ambattur, Chennai -600058, Tamil Nadu, India
m)	Date of opening of Commercial Bid (Envelope-2)	The date for opening second envelope containing Commercial Bid will be intimated to the qualified bidders separately.

#### INSTRUCTIONS TO THE TENDERERS

The Tender shall be submitted in accordance with these instructions, as under.

#### 1. Abbreviations:

Throughout this tender document, the word/ term:

- a. "STREAM FOUNDATION" means System Testing and Research for Advanced Materials Foundation.
- b. "day" means Calendar Day.
- c. "Working day" means Monday to Friday in week.
- d. "tender" means tender number STREAM/EQ/019/01/2025.
- e. "Equipment" means the machines/equipment/software/accessories as given at **Annexure-B**

#### f. "EMD" means Earnest Money Deposit.

- g. "Purchaser" means system testing and research for advanced materials
- h. "Bid" means the document and financial details submitted by bidder.
- i. "Bidder" means the eligible and qualified Original Equipment Manufacturers/ Authorized Distributors/Authorized Dealers.
- j. "Tenderer" means the eligible and qualified Original Equipment Manufacturers/ Authorized Distributors/Authorized Dealers.
- k. "OEM" means Original Equipment Manufacturer.
- 1. 'PMC" means project management consultant

#### 2. Eligible Bidder:

- a) The intending Bidder, in case of Original Equipment Manufacturers shall submit a selfdeclaration on their letterhead, along with the Technical Bid, confirming that they are regular in manufacturing & supplying the similar machines, as asked in this tender, for the last two (2) years
- b) The original equipment manufacturer shall possess ISO Certificate for their establishment. The copy of the valid ISO Certificate shall be placed with the Technical Bid.
- c) The intending Bidder, in case of Authorized Distributor of Indian OEM / Authorized Dealer of Indian OEM shall possess valid authorized Distributorship / Dealership license from Original Equipment Manufacturer who should have valid ISO Certificate and shall be engaged in regular manufacturing and supply of similar machine for the last two (2) years. The Bidder shall enclose the copy of the same in Technical bid while submitting the tender.

#### 3. Location of supplies:

a) The details of location where the machine(s) supplied through this tender are as under:

S. No	Location	Address for supplies
1	TIRUCHIRAPPALLI	STREAM FOUNDATION
		Trichy Tanjavur road
		Sidco Electronics estate
		Thuvakudi

b) It may be noted that the Chief Executive Officer, STREAM FOUNDATION have full rights to cancel for supplies even after calling the offers from bidders but before the issue of supply order to execute the supply by the bidder. The reason for cancellation of supply would not be disclosed.

### 4. Scope of Supplies:

- a) The material shall be supplied in compliance to the specifications mentioned in Annexure-B of the tender.
- b) The specifications of the machine as mentioned in the Annexure-B are the requirements of tender, however higher specifications of machine may be considered subject to their cost economics i.e. competitiveness in financial terms.
- c) After the supply of machine as mentioned in the Annexure-B, the bidder has to execute its installation & commissioning at the designated site in the location. No extra cost shall be paid for this reason.
- d) After the installation & commissioning of machine, the training to the local trainer shall be given for ten (10) working days wherein the training about the machine's operations, maintenance, information about Do's & Don'ts as well as trouble shooting & all other areas which are necessary for smooth functioning of machine shall be provided to at least two persons designated by purchaser, at site, by the bidder. No extra cost shall be paid to the successful bidder for imparting this training.
- e) The bidder shall offer on-site comprehensive warranty of machine for at least one year from the date of successful commissioning of machine at the designated location. The purchaser is not liable to pay any extra charges on any account during warranty period.
- f) The bidder shall cover the machine(s) under Maintenance Contract for three years after the expiry of warranty period without asking for any additional financial charges from purchaser. This contract shall be made separately with payment terms applicable after warranty period.

#### 5. Delivery

- a) The purchaser interested in complete delivery of machine by the bidder within sixty (60) calendar days from the date of issue of supply order. However, the bidder has an option to submit the best delivery time, but in any case, the delivery should be before 120 days from the date of issue of supply order by purchaser.
- b) The material shall be inspected on receipt at site and bidder shall be responsible for any damage during the transit of machine/ equipment.
- c) The bidder shall not arrange part shipments and/or trans-shipments without the permission of purchaser. The insurance cover including insuring the goods against the loss or damage incidental to manufacture or acquisition, transportation, storage and delivery/Installation & Commissioning shall be obtained by the bidder in his own name and not in the name of purchaser. The purchaser will as soon as possible but not later than 30 days from the date of arrival of goods at destination shall notify the bidder of any loss or damage to the goods.

#### 6. Warranty

- a) The bidder shall offer on-site comprehensive warranty of machine for one year from the date of successful commissioning of machine at the designated location & shall cover each part of the machine including parts having limited life etc. The purchaser is not liable to pay any extra charges on any account during warranty period.
- b) The bidder shall pay to the purchaser such compensations that may arise by reasons of the warranty therein contained but not attended by the bidder.
- c) Any part or parts fail or proved defective within the on-site warranty period specified above, owning to defect in design, material or workmanship, the bidder shall have to replace them at the place of installation without asking for any charges.
- d) During the warranty period, expert(s) shall be deputed at site by the bidder within three working days from the date of request from purchaser, to rectify and fixing the defects of machines at the location where machine(s) supplied. The cost of deputation of expert(s) and any other associated expenditure shall be borne by the bidder.

#### 7. Three Years Maintenance Contract

The bidder shall cover the machine(s) under Maintenance Contract for three (03) years after the expiry of warranty period without claiming any additional financial charges from purchaser. The financial bid for the machine(s) shall be quoted accordingly. This contract shall be made separately with payment terms applicable after warranty period.

#### 8. After Sales Services

- a) The bidder shall ensure to render after sales services during the warranty period and in the period of Maintenance Contract to the satisfaction of purchaser.
- b) The bidder will depute their engineer within three working days to attend the service call received in writing from purchaser.
- c) The bidder shall inform the spares to procure in advance along with machine and after a particular period to replace worn out parts, such that the machine serviced /maintained in short time

#### 9. Manuals:

The bidder to supply three (03) sets of the following manuals in hard format and one (01) soft format along with machine:

- i) Installation Manual
- ii) Operation Manual
- iii) Maintenance Manual
- iv) Training Manual

#### 9. Tender documents:

The tender document can be downloaded from our website <a href="https://streamfoundation.in">https://streamfoundation.in</a> from 03-02-2025 to 25-02-2025. In case the tender downloaded for submission of offer, the tender fee of Rs. 1500/- in form of demand draft in favour of 'System Testing and Research for Advanced Materials Foundation' payable at Chennai shall be enclosed with Technical Bid of the tender while submitting the tender. The other option is to pay Rs. 1500 by RTGS/NEFT to the bank of purchaser as detailed under:

ACCOUNT NAME	BANK NAME	BANK A/C NO.	BANK IFSC CODE
System Testing and	The South Indian	0912073000000712	SIBL0000912
Research for Advanced	Bank Limited,		
Materials Foundation	Ambattur, Chennai		

The bidder is requested to attach the Bank Statement / RTGS Slip in the Technical Bid, to prove the transfer of payment to the purchaser's Account.

a) At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum. The prospective bidders are advised to remain in touch with the website for any update in respect of this tender.

#### 10. Authorization for Submission of Tender:

- a) The original and all copies of the bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The written confirmation of authorization (in form of letter on the bidder's letter head) to sign on behalf of the bidder confirming the signature as a person duly authorized to sign should be attached with the technical bid of the tender.
- b) The person signing the tender form or any other documents on behalf of the Bidder shall be deemed to warrant that he has authority to bind the Bidder. If it subsequently comes to light that the person so signed had no authority to do so, the purchaser may without prejudice to any other civil & criminal remedies cancel the tender and hold the Bidder liable for all costs, charges and damages.

#### 11. Earnest Money & Tender Fees Deposit:

- a) The EMD shall be submitted in the first envelope super-scribed as "Technical Bid", of prescribed amount by way of Demand Draft drawn in favour of "System Testing and Research for Advanced Materials Foundation", only for the Machine(s) quoted by the Bidder. No cash towards EMD shall be accepted. The offers without EMD from the Bidders shall be rejected.
- b) In case tender documents downloaded from website, Tender Fee of Rs. 1500/- shall be submitted by way of D.D. drawn in favour of "System Testing and Research for advanced Materials Foundation" along with the Technical Bid of the tender documents. Tender fee is non-refundable.
- c) For foreign supplier local authorized dealer can pay the EMD.

  The option for payment by RTGS/NEFT is also available and bank details of purchaser, are as under:

ACCOUNT NAME	BANK NAME	BANK A/C NO.	BANK IFSC
			CODE
System Testing and	The South Indian Bank	0912073000000712	SIBL0000912
Research for Advanced	Limited,		
Materials Foundation	Ambattur, Chennai		

The bidder is requested to attach the Bank Statement / RTGS Slip in the Technical Bid, to prove the transfer of payment to the purchaser's Account.

- d) EMD and tender Fee submission exemption cannot be provided as this is related to sensitive defense procurement. (for MSME exemption applicable as per govt. regulations).
- e) The Purchaser shall not be liable for payment of any interest on EMD.

- f) Any request by the bidders to consider their EMD already furnished by them to any of the other office of the purchaser, for any other contract/ tender will not be considered as EMD for this tender.
- g) The EMD will be returned to the unsuccessful bidders soon after the orders are placed on the successful bidder. In case of successful bidder, the EMD will be returned along with advance payment as per payment terms mentioned at Para 25 of Instructions to the Tenderers.

#### 12. Submission of Tender:

- a) The bidder to examine all instructions, forms, terms and specifications in the tender documents and to furnish with its bid all documents or information as required by bidding document.
- b) The language for all the correspondence and documents related to the tender shall be in English only. Moreover, the printed literature/technical details for the machine shall also be in English.
- c) The tender must be placed in a properly sealed bigger envelope addressed to The

Chief Executive Officer
System Testing and Research for Advanced Materials Foundation
F229/1, Nageswararao Road, Athipet, Ambattur,
Chennai -600058, Tamil Nadu India

and the said bigger envelope shall contain two sealed envelopes containing Technical & Commercial bids. The bigger envelope must be super-scribed "Tender for the purchase of FT-INFRARED SPECTROMETER WITH ATR AND PALLET PRESS" with tender inquiry number and its due date.

The two sealed envelopes inside the bigger envelope must be super-scribed as:

#### Envelope No-1

The said envelope is for technical bid & shall be super-scribed as "Tender for the Supply, Installation, Commissioning of "FT-INFRARED SPECTROMETER WITH ATR AND PALLET PRESSs" - Technical Bid".

Envelope No-2

The said envelope is for commercial bid & shall be super-scribed as "Tender for the Supply, Installation, Commissioning of "FT-INFRARED SPECTROMETER WITH ATR AND PALLET PRESS - Commercial Bid".

If both or either of the envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

- d) All the columns of the tender shall be duly, properly and exhaustively filled in. Any cutting/over writing etc. in the tender must be signed by the person who is signing the tender.
- e) Tenders received in open covers/ letters/ fax/ email will not be considered.

#### 13. Financial Bid Submission:

- a) Bidder shall consider all costs including unloading at the location of purchaser, cartage etc. for giving delivery of material at site as detailed at Para 3 of Instructions to Tenderers before quoting the rates. In this regard no claim whatsoever shall be entertained.
- b) The price quoted in financial bid shall be firm and shall include all applicable taxes. Any variation in the taxes, duties, levies etc. till commissioning of machines to the location shall be to the bidder's account.
- No extra payment shall be paid on account of any discrepancy in nomenclature of items.
   The Bidder shall seek clarifications if any before submitting the tender.
- d) No representation for the enhancement of the prices of the accepted tender or alteration of the terms and conditions will be entertained till supplies are completed to the designated location

#### 14. Last date of Submission of Tender:

The tender should reach the office of the Chief Executive Officer

System Testing and Research for Advanced Materials Foundation F229/1, Nageswararao Road, Athipet, Ambattur Chennai -600058 Tamil Nadu India by 25-02-2025 up to 15.30 hours.

- a) The purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Tender Documents, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. The prospective bidders are advised to remain in touch with website for any update in respect of their tender.
- b) The purchaser shall not consider any bid that arrives after the deadline for submission of bids. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected and returned unopened to the Bidder.

#### 15. Opening of Technical Bid:

The technical bid of tenders will be opened at System Testing and Research for Advance Materials, Chennai office on 26-02-2025 at 15.30 Hours. The Bidder or their authorized representative (One person only) may be present at the time of opening of the tender.

#### 16. Opening of Commercial Bid:

The Commercial Bid of only technically qualified bidders will be opened on the stipulated due date. The date & time for opening of Commercial Bid shall be intimated to the technically qualified bidders through email, after the evaluation of Technical Bid.

#### 17. Validity of Tender:

- a) The tender shall be valid for a period of 180 days from the date of opening of the Technical Bid of tender. Terms and financial details submitted in the bid shall be treated as firm during the said period of 180 days.
- b) In exceptional circumstances, prior to the expiry of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing.

#### 18. Evaluation of Bids:

- a) If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected.
- b) If there is an error in a total corresponding to the addition or subtraction of sub totals, the subtotals shall prevail, and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- d) To assist in the examination, evaluation, comparison of the bids and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing only.

- e) If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.
- f) 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 supply order, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically Bid document, EMD deposits shall be promptly returned to the Bidders.
- g) The purchaser have right to verify the particulars furnished by the bidder independently. The verification includes option to visit by STREAM Foundation Representative or by the appointed PMC with prior information to the qualified suppliers

#### 19. Earnest Money Forfeit:

- a) If any Bidder withdraws his tender before the period of 180 days from the date opening of technical bid or makes any modifications in the terms and the conditions of the tender which are not acceptable to the purchaser, then the purchaser shall, without prejudice to any other rights or remedy, be at liberty to forfeit the EMD.
- b) The EMD will also be forfeited in following cases:
  - i. If the bidder fails to accept the order based on his offer (bid) and within the prescribed time.
  - ii. If the bidder fails to supply the Machines with specifications as mentioned in AnnexureB.
  - iii. If the bidder delays supply beyond a reasonable time resulting in disruption of project.
  - iv. Bidder for any reason whatever, withdraws the tender after it is accepted or become unable or fails to execute the orders within stipulated delivery period. Submission of misleading/contradictory/false statement or information and fabricated/invalid documents is detected before or after the issue of order to execute the supplies.
  - v. The successful bidder does not submit Performance Security within the prescribed time.

#### 20. Notification of Award:

Prior to the expiry of the period of bid validity, the purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter shall specify the sum that the Purchaser will pay to the bidder in consideration of the supply of Machines with the details

#### 21. Pre-dispatch Inspection:

A pre-dispatch inspection by 3rd party/ technical team /PMC of purchaser may be carried out at bidder's site of manufacturing machines. This pre-dispatch inspection will not absolve bidder's responsibility to execute supply in accordance with the tender terms.

#### 22. Packing:

- a) The bidder shall provide packing of the machine/ equipment, as is required to prevent their damages or deterioration during the transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit. In case the consignment received with damaged packaging, the purchaser would not accept the delivery.
- b) The machine & equipment shall be securely boxed, crated and protected from mechanical damage, moisture etc. suitable for both storage and transit according to the nature of the material and mode of transport. The bidder shall be responsible for any loss/ damage to material during transportation to the designated location.

#### 23. Delivery Time:

- The bidder shall indicate the period within which the ordered quantity will be supplied. The bidder shall note that in case bidder fails to supply within the period of delivery indicated by the bidder in technical bid of this tender, penalty @1% of value of the order per week of delay would be levied subject to maximum 4 weeks. It means, the bidder shall have the liability of delayed supply to the maximum of 4 weeks after expiry of scheduled delivery date. After that the supply order shall be cancelled and EMD will be forfeited and bidder will be debarred from participation in any future tenders.
- b) The successful Bidder shall, within a week from the date of receipt of communication of acceptance of quotes from purchaser shall intimate his acceptance of the order. The successful bidder shall complete supplies strictly as per the accepted delivery period.

#### 24. Payment

- a) The 30% advance of the total bill value shall be paid against BG of any scheduled bank for the advance requested through the Performa invoice including taxes as applicable,
- b) The 50% payment of total bill will be made by the purchaser after Supply, Installation & Commissioning of machine, giving the reference number of the purchase order along with copies of delivery note & satisfactory report on the Installation of machine(s), from designated PMC /authorized signatory by Stream foundation. The details /PMC authorized signatory to take the delivery of machine(s) shall be informed to the successful bidder through the supply order placed for the supply of machine(s).

- c) The supplier has the choice to accept the order without advance, In that case 80% of the total supply value shall be paid on receipt of goods at Trichy Stream foundation site with following same conditions of documents above point (b)
- d) The 10% payment of total bill along with EMD deposit will be released to bidder after one month from the date of completion of training to trainers at site and on submission of Indemnity Bond by the successful bidder for rendering services during warranty and maintenance period.
- e) The remaining 10% payment will be retained and shall be released against submission of Performance Bank Guarantee by the successful bidder of equal value of 10% till the period of one years from the date of commissioning.
- f) All payment made by crossed account payee cheque/RTGS/NEFT for which the bidder shall send bills in duplicate (original + copy) with reference to tender & equipment number
- g) Incase of Foreign supplier (only reputed supplier) the following conditions apply
  - 1) Receipt of Order acceptance and LC request as per below terms
  - 2) LC (from south India Bank Limited) 60 to 90 days depends on the shipment duration installation and commissioning period for 90% payment after Installation & Commissioning of machine, giving the reference number of the purchase order along with copies of delivery note & satisfactory report on the Installation of machine(s), from designated PMC /authorized signatory by Stream foundation. The details /PMC authorized signatory to take the delivery of machine(s) shall be informed to the successful bidder through the supply order placed for the supply of machine(s).
  - 3) 10% value shall be paid after one month after the successful completion of training and validation of the equipment by a separate LC or mutually agreed terms.

#### 25. Causes of Rejection of Tender:

- a) While submitting the tender, if any of the prescribed conditions are not fulfilled or are incomplete in any form, the tender is liable to be rejected.
- b) If any Bidder stipulates any condition of his own, such conditional tender is liable to be rejected.

#### 26. Claims:

- a) If the material supplied are found to be off size and shape different than those in the accepted offer and are of specifications lower than those stipulated in the accepted offer, the purchaser shall have right to totally reject the machine/equipment and/or to claim for compensation from bidder. The bidder shall reimburse to purchaser, the claim lodged in writing within 15 (fifteen) days of its demand. The bidder shall also compensate for losses, if any, sustained by purchaser due to defective packing and/or wrong marking of the machine/equipment.
- b) The bidder shall be responsible for arranging the rejected machine/equipment to be removed at his cost from purchaser premises.

#### **27.** Address for Communication:

All the communication with respect to the tender shall be addressed to:

The Chief Executive officer, System Testing and Research for Advanced Materials Foundation F229/1, Nageswararao Road, Athipet, Ambattur Chennai -600058, Tamil Nadu

#### 28. Force Majeure:

In the event of any unforeseen circumstances directly interfering with the supply of goods/work/service arising during the execution of order such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, earthquakes, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the Bidder shall, within a week from the commencement thereof, notify the same in writing to the Purchaser with reasonable evidence thereof. Either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days "notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other.

#### 29. Code of Ethics:

The Purchaser as well as the Bidder shall observe the highest standard of ethics including laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988", during the procurement or execution of such contracts. If the bidders are found in Bid pooling or against law against fraud and corruption, then their firms may be blacklisted.

#### **30.** Jurisdiction:

In the event of any dispute the legal matter shall be subjected to the jurisdiction of Chennai Court only.

We confirm with our acceptance to the instructions (S. No-1 to 31 above) as given above.

#### **BIDDER'S NAME & SIGNATURE WITH SEAL**

(These duly signed "Instructions to the Tenders" as under shall be attached with technical bid of the tender as a mark of acceptance of bidder and any tender not confirming the instructions as under is liable to be rejected)

#### **ANNEXURE-A**

#### **QUALIFICATION CRITERIA**

- 01. **Status:** The Bidder should be a Manufacturer or its authorized Agent.
- 02. **Turnover:** Eligible Bidders should have an average annual turnover of minimum Rupees 2 Crore as on date of technical bid opening in the consecutive past two financial years 2022-23, 2023-2024.
- 03. **Minimum Work of Similar Nature:** Eligible bidders should have successfully executed 3 machine supply of similar nature or equivalent in last 2 years from the date of tender opening, Client's Completion certificate/Purchase order/ Service report of the same must be attached.
  - Similar machine supply means machines meeting major technical parameters or higher of the current specifications floated in the tender enquiry document.
- 04. **Net worth**: Net worth of the company shall be positive during the last two financial years. The balance sheet, profit and loss account for last two financial years (2022-23, 2023-24) certified by a Chartered Accountant shall be submitted.

#### Notes:

- 1. In support of above the Tenderer shall furnish the details in the below tables.
- 2. The manufacturer as well as the Tenderer/Indian Agent shall furnish Satisfactory Performance cum Installation Certificate/purchase orders/bill of entry in respect of above, duly translated in English and duly notarized in the country of origin, along with the tender.
- 3. The bidder shall furnish a brief write-up, along with adequate data explaining and establishing his available capacity/capability (both technical and financial) to perform the Contract (if awarded) within the stipulated time period, after meeting all its current/present commitments. The Tenderer shall also furnish details of Equipment and Quality Control.
- 4. Notwithstanding anything stated above, the Purchaser reserves the right to assess the Tenderer's capability and capacity to perform the contract satisfactorily before deciding on award of Contract, should circumstances warrant such an assessment in the overall interest of the Purchaser.
- 5. The Purchaser reserves the right to ask for a free demonstration of the quoted equipment at a pre-determined place acceptable to the purchaser for technical acceptability as per the tender specifications, before the opening of the Price Tender.

## **Details of the Bidder**

A.	General information:
1	Name of Company
2	Registration No.
3	Number of Years in Operation
4	Registered Address
5	Operating Address
6	Telephone No
7	Telefax
8	Email Address
9	GSTIN No.
10	PAN No.

В.	FINANCE			
1	Name & Address of Banks and Branches used:			
1.1				
1.2				
1.3				
1.4	Documentary evi	idence (duly signed & stamped) must be enclosed.	□ Yes □ no	
2	What is your average annual invoiced sales value (based on past previous 5 year's records) for each of the type of equipment's under consideration.			
2.1	Year 1	(Value in Rs)		
	Year 2	(Value in Rs)		
2.2	Documentary evi	dence (duly signed & stamped) must be enclosed.	Yes □ no	
3	Annual Turnover	of the Firm/ company:		
	2022 – 2023	(Value in Rs)		
	2023 – 2024	(Value in Rs)		
3.2	Documentary evi	dence (duly signed & stamped) must be enclosed.	Yes □ no	
4	Bidders are to su submitted, GST	bmit copy of valid current Income Tax Return Registration	Yes □ no	

C	EXPERIENCE:					
1	Eligible bid years from Completion Similar Ma	the date of te n certificate/l chine means	have successfull nder opening turn Purchase order/Se	nkey project of sin ervice report. g major technical	ally 3 machine su milar nature or equ parameters or high nent.	ivalent. Client's
Sr. No.	Year awarded	Machine Name	Equipment's Supplied	Contract Value	Client Name & R (Contact Details)	
1.1						
1.2						
1.3						
1.4						
1.5						
1.6						
	stamped m	ust be enclo	e of work composed including the gulatory agencies	ne evidence of th	e duly signed & ne facility	Yes □ no
2	Details of (	Ongoing pro	ject:			
S. No.	Year awarded	Machine Name	equipment's Supplied	contract Value	Client Name (Contact	
2.1						
2.2						
2.3						
2.4						
2.5						
	Documenta	ary evidence	e of the same to	be enclosed	_	Yes □ no

## ANNEXURE-B

## <u>Technical Specifications for FT-INFRARED SPECTROMETER WITH ATR AND PALLET PRESS – SF/EQ/019/2025</u>

Sl. No.	Specification	Description
1	Wave number Range	350-7800 cm-1
2	Beam Splitter	KBr with high quality Germanium Coating for humidity resistance.
3	Laser	Helium-Neon with 10 year warranty
4	Interferometer	Michelson's Interferometer with dynamic alignment (preferred 30° angle).
5	Light Source	Preferably Ceramic or equivalent or better.
6.	Detector	Highly Sensitive DLATGS/DTGS detector with future upgradability to MCT with liquid nitrogen cooling option.
7	Wave number Precision	0.005 cm-1 or better.
8	Wave number Accuracy	0.05 cm-1 or better.
9	Resolution	0.3 cm-1 to 16 cm-1 or better, with minimum 7 or more steps.
10.	S/N Ratio	40,000:1 or better peak to peak, 4 cm <sup>-</sup> 1 resolution.
11.	Mirror Speed	Variable.
12.	Noise Level	+/- 0.005 % T (Peak to Peak Value) or better.
13.	Measurement Mode	Software should support functions including Spectrum, continuous measurement, atmospheric correction, etc.
14	Operation Mode	Features like Self-Diagnostic, Self-Monitoring, pre- installed programs for various applications, Automatic accessory recognition. Includes operations such as arithmetic, normalization, baseline correction, smoothing, derivative, and others.
15.	Quantitative Mode	Spectrum search, Peak search, Combination search, with a standard Library of approx. 10,000 spectra or more.
16.	ATR Accessory	Monolithic diamond ATR, range 7,800 cm-1 to 350 cm-1, with software-recognized pressure arm.  Suitable Germanium Crystal for polymer application
17.	Sample Types	Solid, liquid, powder, coated material, nano material, paste, thin film, etc.
18.	Reference Material	Should provide NIST traceable Certified Reference

Sl. No.	Specification	Description
		Material
19.	Sample Cells	One CaF2 material-based cell and spacers for liquid cell.
20.	Library	Extensive polymer, paint library with continuous updates for a period of 5 years at no extra cost
21.	KBr Pellet Accessories	Includes hydraulic press, mortar, pestle, etc., for KBr pellet preparation (manual).
22.	Installation and Training	Free on-site installation and training with detailed application guidance. Minimum of 2 days of training for the staff.
23.	Humidity Resistance	Handles 20-90% RH without condensation; includes humidity indicator and dehumidifier.
24.	PC and Accessories	i5 12th Gen Intel Processor, 8GB RAM, 512GB SSD, 24-Inch Monitor, Windows 10 Pro Licensed OS, and compatible printer with scanning capability.
25.	UPS	5 kVA Online UPS with 30 minutes backup.
26.	Electric Power Line	220V/ 50 Hz.
27.	User List	Minimum 5 installations of similar models in Government Institutes in India, with addresses and emails.
28.	Manufacturer's Authorization	Certificate from Original Principal, if applicable.
29.	Future Upgradation	Upgradable with single and Raman microscope instruments for research-based applications in the future.

#### **ANNEXURE -C**

#### (Undertaking from Bidder)

To

The Chief Executive Officer,

System Testing and Research for Advanced Materials Foundation

F229/1, Nageswararao Road, Athipet, Ambattur,

Chennai -600058,

Tamil Nadu.

Sir,

Subject: Undertaking for the participation in the STREAM/EQ/019/01/2025 of dated 03-02-2025 Due for opening of technical bid on 26-02-2025

Dear Sir,

#### HAVING EXAMINED AND PERUSED THE FOLLOWING DOCUMENTS

- 1. Notice Inviting Tender
- 2. Instruction To the Tenderer
- 3. Qualification Criteria (Annexure-A)
- 4. Technical Specifications of machine (Annexure-B)
- 5. Annexure D (Technical Bid)
- 6. Annexure E (Commercial Bid)

I/We do hereby submit the above tender in prescribed formats

duly completed in all respects in accordance with the conditions applicable. If this tender is accepted, I/We agree to abide by and fulfil all the terms and conditions in the tender documents I/We hereby distinctly and expressly declare and acknowledge that before the submission of this tender, I/We have carefully followed the instructions, and I/We have understood the existing system of supply at the location(s) of purchaser including the scope and nature of duties expected from the Bidder.

I/We distinctly agree that I/We would hereafter make no claim or demand upon the purchaser based upon or arising out of any alleged misunderstanding or misconceptions or mistake on my/our part of the said stipulations, restrictions and conditions.

I/ We declare that our unit has never made any default in supplying the machine/ equipment to
Government / Semi Government / Central or State Public sector enterprise(s) in terms of quality and
financial agreed supply conditions.
Any notice required to be served on me/us shall be sufficiently served on me/us by post
(registered or ordinary) or courier or left at my/our address furnished herein.
I/We fully understand the terms and conditions in the tender documents.
I/We understood that the purchaser is not bound to accept any proposal that it may receive without
assigning any reason.
Dated thisday of 2024

Authorized Signatory

Seal:

#### **ANNEXURE-D**

## FORMAT & REQUIREMENTS FOR SUBMITTING TECHNICAL BID

Tender Ref. No: STREAM/EQ/019/01/2025

1.

2.	Name of Bidder:
3.	Complete office address of Bidder:
4.	Tender fee payment details (if tender document downloaded from website) Details of
DD/R	TGS/NEFT by which tender fee paid:

S. NO	Technical Specifications	Acceptance to the Specification as placed at Annexure-B and agreed to supply with required Quantity (write YES/ NO only)	If marked "NO" in the specify the deviation in specification of the machine offered for the supply.
1.	Equipment Type-describe if any deviation or additional information from the technical specification ANNUXURE -B		

(EXTRA SHEET MAY BE ENCLOSED)

Confirmation for supply to the location; STREAM FOUNDATION, Trichy -Thanjavur Road, SIDCO Electronics estate, Tiruchirappalli

S. No.	Details	Location	
		TIRUCHIRAPPALLI	
1	Tentative quantity required	1 (one)	
2	Consent to supply:		

5.	EMD payment details): Details of DD/RTGS/NEFT by which EMD paid						
	The EMD of Degree / shell be enhanced						
6	The EMD of Rupees /- shall be submitted.						
6.	PAN of bidder (self-attested copy to be enclosed)						
7.	GST and CIN registration number of bidder (self-attested copy to be enclosed)						
8.	Delivery period after receipt of supply order from purchaser: (The purchaser						
	interested in complete delivery of machine by the bidder within sixty (60) calendar days						
	from the date of issue of supply order. However, the bidder has an option to submit the best						
	delivery time, but in any case, the delivery should be before 90 days from the date of issue						
	of supply order by purchaser.						
9.	Delivery to be completed in numberofdays						
	(Calendar Days In figure)						
	(Calendar Days in words) for						
	delivery from the date of issue of supply order by purchaser.						
10.	Details of address with contact details from where the bidder planned to offer After						
	Sales Services during the Warranty & after Warranty Maintenance period						
Det	ails Location						
	ails of address of bidder for rendering After es Services						
11.	Details of address with contact details for at least three purchasers to whom						
	the bidder supplied similar machine in the last two $(02)$ years and machine shall be in						
	operations to the satisfaction of buyer for the last one (01) years:						
	<ul> <li>The format for submission of details for at least three purchaser are as under: (the bidder can furnish details of even more than three purchaser)</li> <li>Address of Purchaser with contact details (email and phone no.):</li> <li>Details of order for supply placed to bidder:</li> <li>Description and quantity of ordered equipment:</li> <li>Value of order in rupees:</li> <li>Date of completion of delivery:</li> <li>(The purchaser shall have liberty to contact any or all of purchaser to assess the</li> </ul>						

performance of machine supplied by bidder)

- 12. Documents Details to be enclosed with the Technical bid by bidder are as under:
- a) In case the bidder is Original Indian Equipment Manufacturer, the bidder to submit a self-declaration on their letter-head, confirming that they are regular in manufacturing & supplying the similar machines, as asked in this tender, for the last two (2) years.
- b) In case the bidder is Authorized Distributor of Indian OEM / Authorized Dealer of Indian OEM, the bidder to attach self-certified valid authorized Distributorship / Dealership license from Original Equipment Manufacturer who should have valid ISO Certificate and shall be engaged in regular manufacturing and supply of similar machine for the last two (2) years.
- c) The original Indian Equipment Manufacturer shall attach the self-certified copy of valid ISO Certificate for their establishment.
- d) In case the bidder is Authorized Distributor of Indian OEM / Authorized Dealer of Indian OEM, the bidder to attach the self-certified copy of valid ISO Certificate of their OEM.
- e) Undertaking as per annexure-B on official stationery
- f) Duly signed all pages of "Instructions to Tenderers" of the tender document as a mark of acceptance.
- g) The letters substantiating performance from at least three (03) other purchasers, to whom, the similar machine supplied by the bidder in last two (2) years, wherein, the machine shall be in operation to the satisfaction of buyer for minimum one year, to access performance of the machine supplied by your organization.
- h) Technical Literature of machine(s) with particular reference to the model of machine proposed to supply against this tender along with reference of website to assess the further features.
- i) Authorization letter in favour of personnel to sign the tender behalf of bidder.
- j) Self-attested copy of valid GST & CIN registration.
- k) Self-attested copy of valid PAN.
- 1) The Bidders shall furnish complete technical details of machine/equipment/ material for the machine offered to supply through the participation of this tender (use separate sheet to elaborate the details of technical specifications such as Measuring Range/Size, Least Count/Resolution, Accuracy, Materials used, Accessories, Tools, Spares etc.)

m) To submit all supporting information with respect to the technical data, drawings or booklets of product. Any product brief, test certificates available may be enclosed.

I/We as bidder certify that:

- a. The tender shall remain valid for acceptance for 180 days from the date of opening the Technical Bid of the tender.
- b. Agree to offer services for onsite comprehensive warranty on the machine(s) supplied through this tender.
- c. Agree to offer services for maintenance contract for the three (03) years after warranty for the machine(s) supplied through this tender.
- d. Agree to impart onsite training to the designated personnel of purchaser for 10 working days.
- e. No price of any Machine/ Equipment/ Spares/ Accessories shall be given in Technical Bid.
- f. All above machines should be provided with safety features/ curtains/ enclosures etc. wherever applicable.
- g. Units should certify that all consumables, electrical and electronic parts of the product conform to national / international standard(s).

Name & Signature of the authorized bidder with stamp Contact details of authorized person of bidder who have signed the tender.

Name	
Designation	
Phone (office)	Phone (Mobile)
E mail	

#### ANNEXURE -E

## FORMAT FOR SUBMITTION OF COMMERCIAL BID

- 1. Tender Ref. No: STREAM/EQ/019/01/2025
- 2. Name of the Bidder: .....
- 3. The financial offer to execute the supply as per the tender:
- a. Supply of Machine to Trichy location:

#	Details	Basic price for supply of single unit (In Rs.) Plus, Taxes	Quanti ty to be supplie d (In No.)	` 1 0	1
	1	2	3	4	5
a.	Offered financials for the Supply, Installation, and Commissioning at site & Training to trainers with commitment to offer onsite after sales Services in the period of Warranty one year for the machine offered to supply, as agreed in the technical bid of the tender no. STREAM/EQ/019/01/2025 of 2024/25				
b)	AMC support for further 3 years after of expiry of warranty				
c)	Cost of recommended Spares to be procured along with machines as per Annexure B				
d	Total landed cost of total quantity include Transport and insurance for Local supplier as detailed at row 'a' above to the location at TIRUCHIRAPPALLI (AMC &Spares not included)				
c.	For IMPORT SUPPLY Total Landed cost (landed cost at site) of total quantity include CIF + Customs Duty + Clearance + Transport as detailed at row "a" above to the location at TIRUCHIRAPPALLI- shall be quoted in INR				

(Note: SEPARATE WORK ORDEER SHALL BE ISSUED FOR AMC AFTER EXPIRY OF WARRANTY PERIOD)

The followings to be noted while submitting financial details for the supply of machine to the location:

- a. The purchaser will not issue any form ('D' and 'E') toward rebate / exclusion of GST
- b. The bidder will not be entitled to any increase in rate of taxes occurring during the period of delivery even if there is delay in supplies / completion attributed to him.
- c. The Total Cost quoted above should be inclusive of basic price, statutory levies and taxes, duties, Transportation, Incidental Services (including Insurance, Loading/ Unloading, Packing & Forwarding charges etc.), Installation & Commissioning, Demonstration & Training, on-site warranty and maintenance contract.
- d. The price competitiveness shall be given due consideration while analyzing the Commercial Bid.

#### I/We as bidder certify that:

- a. The tender shall remain valid for acceptance for 180 days from the date of opening the Technical Bid of the tender.
- b. Agree to offer services for onsite comprehensive warranty on the machine(s) supplied through this tender.
- c. Agree to offer services for maintenance contract for the next three years for the machine(s) supplied through this tender.
- d. Agree to impart onsite training to the designated personnel of purchase for 10 working days
- e. Agree to three (03) sets of the Installation, Operation, Maintenance, and Training Manuals with machine.
- f. Agree that the offer price is valid for a period of 180 days from the date of opening of technical bid of this tender

Further confirm that we agree with the terms and conditions specified in "Instructions to Tenderers" and if selected, the execution of supplies would be made in compliance.

Name & Signature of the authorized bidder with stamp Contact details of authorized person of bidder who have signed the tender.

Name
Designation
Phone (office)
Phone (Mobile)
E mail

## **ANNEXURE -F**

## **MANUFACTURER'S AUTHORISATION FORM**

The Chief Executive Officer, System Testing and Research for Advanced Materials Foundation, F229/1, Nageswararao Road, Athipet, Ambattur, Chennai -600058, Tamil Nadu.
Dear Sir,
Ref: Tender Ref No STREAM/EQ/019/01/2025 dated 03-02-2025
We, who are proven and reputable manufacturers of
, (Name and description of goods offered in the tender) having factories at,
hereby authorizes (Name and address of agent/distributor/seller) to submit
tender, process the same further and enter into contract with you against your requirement as
contained in the above referred Tender documents for the above goods manufactured by us.
We also state that we are not participating directly in this tender for the following reasons(s):
(Please provide reason here)
We further confirm that no supplier or firm or individual other than (Name
and details of the agent/distributor/seller) is authorized to submit a tender, process the same further
and enter into a contract with you against your requirement as contained in the above tender
documents for the above goods manufactured by us.
We also hereby extend our full warranty as applicable as per the conditions of the tender.
We also hereby confirm that we would be responsible for the satisfactory execution of contract
placed on the authorized agent.
We also confirm that the price quoted by our agent shall not exceed the price which we would have
quoted directly"

Yours faithfully,

## (Signature with date, name and designation) For and on behalf of

[Name and details of the agent/distributor/seller]

Note: 1) This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power to legally sign.

#### **ANNEXURE -G**

### **Quality Control**

## (Quality control employed by the manufacturer(s))

(To be enclosed in Technical Bid)

- 1. Tender Ref No: STREAM/EQ/019/01/2025
- 2. Name and address of the bidder
- 3 Quality control arrangements of the plant /NABL certification etc -supporting documents shall be attached
- 4. Test and quality certifications including internal calibrations –supporting documents shall be attached
- 5. OEM supply used and its spares availability in India –list shall be attached
- 6. The bidder shall provide QAP (Quality Assurance Plan) covering material inputs, manufacturing process, test methods for review/ approval of purchaser and shall be available for third party/ PMC inspection.

Note: All the above details shall relate to the manufacturer(s) for the goods quoted for. STREAM/EQ/019/01/2025

Signature and seal of the tenderer

#### **ANNEXURE-H**

# CERTIFICATE OF GURANTEE FOR SUPPLY OF SPARES DURING POST WARRANTY PERIOD

(To be enclosed with BID -on Original Letter head)

To.

The Chief Executive Officer,
System Testing and Research for Advanced Materials Foundation
F229/1, Nageswararao Road, Athipet,
Ambattur
Chennai -600058
Tamil Nadu
India

SUB:TenderRef. No STREAM/EQ/019/01/2025

We further clarify that for the first 1 year i.e. warranty period of 1 years, we are covered by the warranty clause as mentioned para 6 of instruction to bidder. For the remaining period of 3 Years as per para 7 of instruction to bidder and thereafter for the lifetime, a detailed list of spares will be supplied to the purchaser for the purpose of enabling him to decide spares needed for routine and emergency maintenance as per Annexure B.

Dated day of	20
Signature	Signature (Witness)
Name:	Name:
Designation	Designation
On behalf of	on behalf of

## **ANNEXURE-I**

## **CHECKLIST**

## Name of the Tenderer: Name of the Manufacturer:

S. NO	Activity	Yes/ No/ NA	Page No. in the TEND ER document	Remarks
1.	Have you enclosed EMD of required amount for the quoted schedules?			
2. a.	Have you enclosed duly filled Tender Form as per format in Annexure C?			
b.	Have you enclosed Power of Attorney in favour of the signatory?			
3. a.	Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the technical specifications?			
b.	In case of technical deviations in the compliance statement, have you identified and marked the deviations?			
4. a.	Have you submitted satisfactory performance certificate as per the performance statement as per Tender document in respect of all orders?			
b.	Have you submitted copy of your supplied GST invoice or purchase order(s) from buyer and buyer completion certificate			
5.	Have you submitted required documents and declarations as per Annexure A- H			

Signature & seal