**सी एस आई आर -राष्ट्रीय पर्यावरण अभियांत्रिकी अनुसंधान संस्थान**
**CSIR- National Environmental Engineering Research Institute**
**नेहरु मार्ग, नागपुर ४४००२०, भारत**
**Nehru Marg, Nagpur – 440 020 (M.S.), India**
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# Tender Document

## Name of the Equipment: SAP FLOW SYSTEM

| | |
|---|---|
| **TENDER REFERENCE** | **PUR-72/GeM/EP/ERMD/2026-27** |
| **BID SECURITY** | **Bid Securing Declaration** |
| **TYPE OF BID** | **Two Bid on GeM** |
| **PURCHASER** | **DIRECTOR [ATTN : STORES & PURCHASE OFFICER]**<br>सी एस आई आर -राष्ट्रीय पर्यावरण अभियांत्रिकी अनुसंधान संस्थान<br>**CSIR- National Environmental Engineering Research Institute**<br>नेहरु मार्ग नागपुर ४४००२०, भारत<br>**Nehru Marg, Nagpur – 440 020 (M.S.), India**<br>टेलीफ़ोन **Telephone 0712-2249992, 2249746, 2226705**<br>ईमेल Email:- spo.neeri@csir.res.in |

**INVITATION FOR BIDS / NIT**

01. CSIR- National Environmental Engineering Research Institute, Nagpur, invites bids from manufacturers, their authorized distributors, dealers for purchase of items listed below:

| Sl.. No. | Tender No. | Description of items | Quantity | Type of Bid | Mode of Procurement | Bid Security |
|---|---|---|---|---|---|---|
| 1 | **PUR-72/GeM/EP/ERMD/2026-27** | **SAP FLOW SYSTEM (Details as per Chapter 4)** | 3 Nos. | Two Bid | Open Tender | Bid Securing Declaration |

02. Interested Bidders may obtain further information from the office of the Stores & Purchase Officer, CSIR-NEERI, Nehru Marg, Nagpur – 440 020. Tel: **0712-2249992**, **2249746**, **2226705** Email: spo@neeri.res.in

03. A Pre-bid Conference will be held on _____ hours (IST) **in CSIR- NEERI, Nehru Marg, Nagpur – 440 020.** All prospective bidders are requested to kindly submit their queries, w.r.t. the technical specification if any (published with this document on CPP Portal) by email to spo@neeri.res.in or correspond through "Seek clarification" online on www.etenders.gov.in so as to reach this office **latest by (Not Applicable)**

04. All bids must be accompanied with a bid security as specified above and must be delivered to the above office at the date and time indicated above. Bids will be opened electronically 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.

05. As per Govt. of India procurement policies, Purchase preference, eligibility of bidders and other conditions will be as prescribed in DIPP Order No. P- 45021/2/2017-PP (BE-II) dated 4th June 2020 and 16th September 2020. Bidders should mandatorily indicate whether they are under class I or class II local supplier. Non-local suppliers cannot participate in any of the tenders up to 200 crores.

# Local supplier means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed in DIPP Order No. 45021/2/2017-PP (BE-II) dated 4th June 2020 and 16th September 2020 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.

**The exemption limit of Rs. 05 Lakhs mentioned in Public Procurement (Preference to Make in India) Order 2017 dated 19.07.0224 has been increased to Rs. 50 Lakhs for procurement of scientific equipment/consumable only as per the Revised GOI, Ministry of Commerce & Industry, DPIIT(PPD) O.M. No. P-45021/2/2017-PP(BE-II)-Part (4) Vol.II dt. 08.07.2025, which is applicable to CSIR-NEERI, Nagpur,**

06. As per GOI, Ministry of Finance, Department of expenditure, Public Procurement Division Order (Public Procurement Order No.1), any bidder from a country which shares a land border with India will be eligible to bid in the procurement only if the bidder is registered with the Competent authority specified in Annexure-I of the Order.

07. The Director, CSIR- NEERI, Nagpur, reserves the right to accept or reject any bids or accept all tenders either in part or in full or to split the order, or to annul the bidding process without assigning any reason.

08. All the documents as per the qualification requirements (Chapter 6) must be submitted along with the technical bid.

09. All the formats as per Chapter 8 must be submitted along with the technical bid.

10. Acceptance of technical specification as per Chapter 4 must be submitted along with the technical bid.

11. All the Terms & Conditions of the tender document and standard conditions of GeM shall be binding on bidders.

Sd-
Section officer(S&P)
For & on behalf of Director, CSIR-NEERI

## CHAPTER – 1

## INSTRUCTIONS TO BIDDERS

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## A Introduction

***Eligible Bidders***

.1.1 This Invitation for Bids is open to all supplier's who are either Class I or Class 2 suppliers as per Order No. P-45021/2/2017-PP (BE-II) dt. 16th September 2020 issued by DIPP, Ministry of Commerce and Industry, GoI

1.1.2 A supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more that 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.

1.1.3 MSEs would be treated as owned by Scheduled Caste/Schedule Tribe enterprises as under:
(a)In case of proprietary MSE, proprietor(s) shall be SC /ST.

(b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% (fifty-one percent) shares in the unit.

(c ) In case of Private Limited Companies, at least 51% (fifty-one percent) share shall be held by SC/ST promoters.

1.1.4 MSEs owned by women shall also be determined as per the above analogy/criteria.

1.1.5 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.

1.1.6 Bids from Joint Ventures, Consortium or Associations so long as they are formed and registered prior to the bid submission date.

1.1.7 The bidders who have been temporarily suspended or removed from the list of registered suppliers by the purchaser or banned from Ministry/country wide procurement shall be ineligible for participation in the bidding process.

### 1.2 *Cost of Bidding*

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

### 1.3 *Code of Integrity*

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

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

4 "**corrupt practice**": making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;

ii) "**Fraudulent practice**": any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;

iii) "**anti-competitive practice**": any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

iv) "**coercive practice**": harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

v) "**conflict of interest**": participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of purchaser who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the purchaser with an intent to gain unfair advantage in the procurement process or for personal gain; and

vi) "**Obstructive practice**": materially impede the purchaser's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the purchaser's Entity's rights of audit or access to information;

1.3.3 **Obligations for Proactive disclosures**

i) The Purchaser as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to sue-moto proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and

ii) The bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity;

iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest would be evaluated and mitigation steps, if possible, taken by the purchaser.

1.3.4 **Punitive Provisions**

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

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

i) **If his bids are under consideration in any procurement:**
   a) Forfeiture or encashment of bid security;
   b) Calling off of any pre-contract negotiations; and
   c) Rejection and exclusion of the bidder from the procurement process.

ii) **If a contract has already been awarded**
   a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the purchaser;
   b) Forfeiture or encashment of any other security or bond relating to the procurement;
   c) Recovery of payments including advance payments, if any, made by the purchaser along with interest thereon at the prevailing rate.

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

## B. The Bidding Documents

### *1.4 Cost of Tender Documents*

1.4.1 The bidding documents can be downloaded from our Website as indicated in the Invitation for Bids/NIT free of cost.

### *1.5 Content of Bidding Documents*

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

Chapter 1: Instructions to Bidder (ITB)
Chapter 2: General Conditions of Contract (GCC) and Special Condition of Contract (SCC)
Chapter 3: Schedule of Requirements
Chapter 4: Specifications and Allied Technical Details
Chapter 5: Price Schedule Forms
Chapter 6: Qualification requirements
Chapter 7: Contract Form
Chapter 8: Other Standard Forms comprising:
   (1) Bidder Information Form
   (2) Manufacturer's Authorization Form (MAF);
   (3) Bid Security Form
   (4) Bid Securing declaration
   (5) Performance Statement form
   (6) Technical Specification Compliance Cum Deviation Statement

Form;

(7) Service Support details;
(8) Bid form (Not applicable)
(9) Performance Security Form;
(10) Acceptance Certificate Form
(11) Integrity pact
(12) Format for declaration by the bidder for code of integrity and Conflict of interest.
(13) Affidavit of self certification regarding minimum local content
(14) Tender Acceptance Form
(15) Land Border Declaration Undertaking

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

### *1.6 Clarification of Tender Documents*

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

The queries, clarifications and amendments issued would also be hosted as corrigendum on GeM for the benefit of the other prospective bidders and also shall be sent to all bidders who have purchased the tender documents. - **NA**

### 1.7 Amendment of Tender Documents

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

1.7.2 In order to allow prospective bidders' reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids on GeM.

## C. PREPARATION OF BIDS

### 1.8. Language of Bid

1.8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in English language only.

1.8.2 The Supplier shall bear all costs of translation, if any, to the English language and bear all risks of the accuracy of such translation, for documents provided by the Supplier.

### 1.9. Purchase Preference Policies

1.9.1 The purchaser intends to give product reservation/purchase preference/price preference in line with current Govt. of India procurement policies to help inclusive national economic growth by providing long term support to Small and Medium enterprises (SMEs) and disadvantaged sections of the society and to address environmental concerns along with preferential market access in govt. procurements. Bidders desirous of submitting their bids in accordance with the Make in India Policy of GOI must submit an Affidavit of self-Certification regarding minimum local content as per the format enclosed with the bidding document.

1.9.2 For the above purpose, Class-I/Class-II local supplier means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed in DIPP Order No.P-45021/2/2017-PP (BE-II) dated 4th June 2020 and revised DIPP Order dated 16.09.2020 or by the competent Ministries/Departments in pursuance of this order and 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.

1.9.3. **Restrictions on procurement from a bidder of a country which shares a land border with India**

As per GOI, Ministry of Finance, Department of expenditure, Public Procurement Division Order (Public Procurement Order No.1) dated 23rd July 2020, any bidder from a country which shares a land border with India will be eligible to bid in the procurement only if the bidder is registered with the Competent authority specified in Annexure I of the Order.

A certificate shall be submitted by the bidder offering bid for the subject procurement stating that, "the bidder is not sharing a land border with India, or the bidder offering bid for the subject procurement is sharing a land border with India and is registered with the Competent Authority as specified in Annexure I of the GOI, Ministry of Finance, Department of expenditure, Public Procurement Division Order (Public Procurement Order No.1) dated 23rd July 2020. Documentary proof of registration should be enclosed alongwith the bid.

## 1.10. Documents Comprising the Bid

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

(**All the documents are mandatory and must be enclosed alongwith the bid except those mentioned as if applicable. Bid submitted without any of the document may be rejected**.

**A. Technical bid**

(a) Bidder Information Form;
(b) Declaration abiding by the Code of Integrity and no conflict of interest for public procurement;
(c ) Bid security /Bid Securing Declaration as specified in the Invitation to Bids;
(d) Service support details form;
(e ) Technical Specification Compliance Cum Deviation Statement Form;
(f) Performance Statement Form;
(g) Manufacturer's Authorization Form **(Tender specific MAF mentioned with Tender reference number and date must be submitted along with the bid )** along with a certified copy of the Agency Agreement between the bidders and the Indian Agent;
(h) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
(i) Integrity Pact, if required;
(j) Documents establishing goods eligibility and conformity to bidding documents; indicating the Indian Customs Tariff Number (ICT & HSN No.) .
(k) Schedule of requirements as per chapter 3
(I) Qualification Requirement as per chapter 6
(m) Self certification regarding minimum local content as per the format
(n) Documentary evidence about the status of the bidder i.e. whether MSE or not, owned by SC/ST or not and whether the MSE is owned by a women entrepreneur or not. (If applicable)
(o) Check list for OEM/Supplier/Authorised Indian Agent to be submitted alongwith Technical Bid
(p) Tender Acceptance Form
(q) Land Border Declaration Undertaking

**B. Price Bid**

(a ) Price bid as per GeM

## 1.11. Bid form and price schedule

1.11.1 The bidder shall complete the Bid Form and the appropriate price schedule form furnished in the bidding documents. These forms must be completed without any alterations to its format and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. The Bid Form and the appropriate Price Schedule form shall be submitted in accordance with Clause 1.18.3 of the bidding documents.- **NA**

## 1.12. Bid Prices

1.12.1 The Bidder shall indicate on the appropriate price schedule form, the unit prices and total bid prices of the goods it proposes to supply under the contract.

1.12.2 Prices indicated on the price-schedule form shall be entered separately in the following manner:

**For Goods manufactured within India**

(i) The price of the goods quoted Ex-works including taxes already paid.

(ii) GST and other taxes, if any which will be payable on the goods if the contract is awarded.

(iii) The charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination as specified in the price schedule form.

(iv) Wherever applicable, the cost towards the installation, commissioning, spares, extended warranty, AMC/CMC, site preparation and training including any incidental services, if any.

1.12.3 **Where there is no mention of packing, forwarding, freight, insurance changes, taxes etc. such offer shall be rejected as incomplete.**

1.12.4 The price quoted shall remain fixed during the contract period and shall not vary on any account

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

1.12.6 The Purchaser is registered with Dept. of Scientific & Industrial Research, Govt. of India and concessional customs duty leviable vide notification No. 54/2002-Customs on all imports covered under Notification No.51/96-Customs dated 23.07.1996.

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

1.12.8 Stipulations like "GST is presently not applicable but the same will be charged if it becomes leviable later on" is not acceptable unless in such cases it is clearly stated that GST will not be charged if the same becomes applicable later on due to increase in turn over etc. If a bidder fails to comply with this requirement, his quoted price shall be loaded with the quantum of duty which is normally applicable on the item in question for the purpose of comparison with the prices of other tenderers.

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

## 1.13. Bid Currencies

1.13.1 Prices shall be quoted in Indian Rupees only.

## 1.14. Documents Establishing Bidder's Eligibility and qualifications

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

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

(a) The bidder meets the qualification criteria listed in bidding documents if any.

(b) Bidder who doesn't manufacture the goods it offers to supply shall submit Manufacturers' Authorization Form (MAF) using the form specified in the bidding document to demonstrate that it has been duly authorized by the manufacturer of the goods to quote and/or supply the goods.

1.14.3 **Conditional tenders shall not be accepted.**

## 1.15. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

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

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

4 A detailed description of the essential technical and performance characteristics of the goods;

4 A list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods during the warranty period following commencement of the use of the goods by the Purchaser in the Priced-bid; and

(c) An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

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

1.15.4 **Alternate offers/makes/models would not be considered.**

## 1.16. Bid Security

1.16.1 The Bidder shall furnish, as part of its bid, a bid security (BS) for an amount as specified in the Invitation for Bids. In the case of foreign bidders, the BS shall be

submitted either by the principal or by the Indian agent and in the case of indigenous bidders; the BS shall be submitted by the manufacturer or their specifically authorized dealer/bidder.

The copy of Bank Guarantee details / Demand draft should be uploaded on the e-procurement portal and the physical instrument should be available at the time of tender opening. Details of UTR No. in case of RTGS/NEFT payment should be uploaded on e-procurement portal and the remarks column should indicate Tender No. while remitting the amount.

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

1.16.3 **The bid security shall be in Indian Rupees for offers received for supply within India and denominated in the currency of the bid or in any freely convertible foreign exchange in the case of offers received for supplies from foreign countries in equivalent Indian Rupees. The bid security shall be in one of the following forms at the bidders' option:**

**(a) A bank guarantee issued/confirmed by a Scheduled Commercial Bank in India in the form provided in the bidding documents and valid for 45 days beyond the validity of the bid. In case a bidder desires to submit a BG issued from a foreign bank, then the same should be confirmed by a Scheduled commercial bank in India; or**

**(b) A Banker's cheque or demand draft in favour of the Director, CSIR-NEERI, Nagpur issued by any Scheduled commercial bank in India.**

**(c) RTGS / NEFT in favour of Director, CSIR-NEERI, Nagpur**

**(d) Bid Securing Declaration**

1.16.4 The bid security shall be payable promptly upon written demand by the purchaser in case the conditions listed in the ITB clause 1.16.9 are invoked.

1.16.5 The bid security should be submitted in its original form. Copies shall not be accepted.

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

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

1.16.8 Bidders that are currently registered with the purchaser, or registered as MSEs will continue to remain registered during the tender validity period also and are exempted from payment of EMD. **In case the tenderer falls in these categories, the bidder should furnish a certified copy of its valid registration details**. Except for MSEs, this exemption is valid for the trade group and monetary value of registration only. **The MSEs are provided tender document free of cost and are exempted from the payment of Bid Security provided the goods are produced** and the services are rendered by them and not for any trading activities undertaken by them. Further firms who are having Udyog Aadhar Memorandum are entitled to all benefits available for MSEs under the Public Procurement Policies for MSEs and can get registered with any of the following agencies:

**In case Bidder fails to submit a valid MSME/UAM registration as per the bid security exemption criteria mentioned above and also have not submitted bid security amount as mentioned in tender document, such bids shall be rejected and NO further correspondence shall be entertained.**

a) District Industries Centre
b) Khadi and Village Industries Commission
c) Khadi and Village Industries Board
d) Coir Board
e) National Small Industries Corporation
f) Directorate of Handicraft and handloom and
g) Any other body specified by the Ministry of MSME

1.16.9 Where any aggregator has been appointed by the Ministry of MSME, themselves quote on behalf of some MSE units, such offers will be considered as offer from MSE units and all such facilities would be extended to these aggregators also.

1.16.10 The bid security may be forfeited:

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

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

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

## 1.17. Period of Validity of Bids

1.17.1 Bids shall remain valid for minimum of **120** days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

1.17.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (by post, fax or e-mail). The bid security provided shall also be suitably extended failing which the bid would be summarily ignored. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

1.17.3 Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

## 1.18. Format and Signing of BID

1.18.1 The bids may be submitted in single bid or in two parts as specified in the Invitation for Bids / NIT.

1.18.2 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 un-amended printed literature, shall be initialed by the person or persons signing the bid detailing

his/her name and contact details.

1.18.3 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the bid.

## D. Submission and sealing of Bids

### 1.19. Submission, Sealing and Marking of Bids

1.19.1 The bidder should submit their duly encrypted bids on GeM before due date and time of submission. You are requested to go through the uploading process well in advance so as to avoid last minute hitches. (**Bids received by FAX/E-mail would not be considered for evaluation.) - NA**

### 1.20. Deadline for Submission of Bids

1.20.1 Bids must be uploaded on GeM against the relevant Tender ID before the due date and time.

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

### 1.21. Late Bids

1.21.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser will be rejected.

1.21.2 Such tenders shall be marked as late and not considered for further evaluation.

### 1.22. Withdrawal, substitution and Modification of Bids.

1.22.1 It would be governed by the Standard Operating Procedure of the e-procurement portal.

## E. Opening and Evaluation of Bids

### 1.23 Opening of Bids by the Purchaser

1.23.1 The decryption of the bids would be done at the time enumerated on the e-procurement portal. In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time and location on the next working day. In two-part bidding, the financial bid shall be opened only after technical evaluation.

1.23.4 Bids that are received late shall not be considered further for evaluation, irrespective of the circumstances.

### 1.24. Confidentiality

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

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

## 1.25. Clarification of Bids

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

## 1.26. Preliminary Examination

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

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

a) Bid Form and Price Schedule, in accordance with ITB Clause 1.10;

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

**. (i) The Bid is unsigned**
**(ii) The Bidder is not eligible.**
**(iii) The Bid validity is shorter than the required period.**
**(iv) The Bidder has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer. (i.e.Tender specific Manufacturer Authorisation Certificate mentioned with Tender reference number and date)**
**(v) Bidder has not agreed to give the required performance security or has not furnished the bid security.**
**(vi) The goods quoted are sub-standard, not meeting the required specification, etc.**
**(vii) Against the schedule of Requirement (incorporated in the tender enquiry), the bidder has not quoted for the entire requirement as specified in that schedule.**
**(viii) The bidder has not agreed to some essential condition(s) incorporated in the tender enquiry.**

## 1.27 Bidder's right to question rejection.

1.27.1 A Bidder shall have the right to be heard in case he feels that a proper procurement process is not being followed and/or his tender has been rejected wrongly. Only a directly

affected bidder can represent in this regard as under:

i) Only a bidder who has participated in the concerned procurement process i.e. pre-qualification, bidder registration or bidding, as the case may be, can make such representation;

ii) In case pre-qualification bid has been evaluated before the bidding of Technical bids, an application for review in relation to the technical bid may be filed only by a bidder who has qualified in pre-qualification bid;

iii) In case technical bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be acceptable.

iv) Following decisions of the purchaser in accordance with the provision of internal guidelines shall not be subject to review:

a) Determination of the need for procurement;
b) Selection of the mode of procurement or bidding system;
c) Choice of selection procedure;
d) Provisions limiting participation of bidders in the procurement process;
e) The decision to enter into negotiations with the L1 bidder;
f) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
g) Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/contractor; and
h) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

1.27.2 In case a Bidder feels aggrieved by the decision of the purchaser, he may then send his representation in writing to the Purchaser's address as indicated in special conditions of contract (SCC) within 05 working days from the date of communication of the purchaser intimating the rejection for reconsideration of the decision by the purchaser.

## 1.28 Responsiveness of Bids

1.28.1 Prior to the detailed evaluation, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantive responsive bid is one, which conforms to all terms and condition of the bidding documents without material deviations, reservations or omissions. A material deviation, reservation or omission is one that:

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

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

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

1.28.4 If a bidder quotes Nil Charges/consideration, the bid shall be treated as unresponsive and

will not be considered.

## 1.29 Non-Conformity, Error and Omission

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

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

1.29.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

(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 subtotals, 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.

1.29.4 Provided that a bid is substantially responsive, the purchaser may request that a bidder may confirm the correctness of arithmetic errors as done by the purchaser within a target date. In case, no reply is received then the bid submitted shall be ignored and its Bid Security may be forfeited.

## 1.30 Examination of Terms & Conditions, Technical Evaluation

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

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

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

## 1.31 Conversion to Single Currency

1.31.1 To facilitate evaluation and comparison, the Purchaser will convert all quoted prices expressed in various currencies 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 (techno-commercial bid in the case of two-part bidding) For this purpose,

exchange rate notified in www.xe.com or www.rbi.org or any other website could also be used by the purchaser.**(Not applicable as the Price quoted by bidder should be in Indian Rupees only.)**

**Evaluation and comparison of bids**

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

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

1.32.3 The bids shall be evaluated on the basis of final landing cost which shall be arrived as under:

**For goods manufactured in India**

(i) The price of the goods quoted ex-works including all taxes already paid.

(ii) GST and other taxes, if any which will be payable on the goods if the contract is awarded.

(iii) Charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination.

**(iv)** Wherever applicable, the cost towards the installation, commissioning, spares, extended warranty, AMC/CMC, site preparation and training including any incidental services, if any.

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

1.32.4 **Eligibility of Class –I local supplier/ Class-II local supplier / Non-local suppliers for different type of procurements**.

a) In procurement of all goods, services in respect of which the Nodal Ministry /Department has communicated that there is sufficient local capacity and local competition, only Class-I local supplier as defined under the Public Procurement (Preference to Make in India) Order 2017- Revision dated 4th June 2020 and revised on 16th September 2020, shall be eligible to bid irrespective of purchase value.
b) Only Class-I local supplier and Class-II local supplier as defined under the Order shall be eligible to bid, except when Global tender enquiry has been issued.

1.32.5 **Purchase Preference**

Subject to the provision of Public Procurement (Preference to Make in India) Order 2017- Revision dated 4th June 2020 and revision dated 16th September 2020 and to any specific instructions issued by the Nodal Ministry or in pursuance of this order, purchase preference shall be given to Class-I local supplier in procurements undertaken by procuring entity in the matter specified hereunder:

a) The purchaser has restricted the eligibility of the supplier to Indian suppliers only as per para 06 of the invitation to bid / NIT. In procurement of all goods in respect of which the Nodal Ministry/Department has communicated that there is sufficient local

capacity and local competition, only Class I local supplier as defined under the order shall be eligible to bid irrespective of purchase value.

b) If the tendered items are not listed by the Nodal Ministry indicating the local capacity and local competition, the following procedure of evaluation shall be followed, for goods with estimated value of less than Rs.200 crore. :

c) In the procurement of goods which are covered by para 1.32.6(b) above and which are divisible in nature, the Class-I local supplier shall get purchase preference over Class –II local supplier as well as Non-local supplier as per the following procedure -

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

(ii) If L1 bid is not Class-I local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder amongst the Class-I local supplier will be invited to match the L1 price for the remaining 50% quantity, subject to the class-I local supplier 's quoted price falling within the margin of purchase preference, and the contract for that quantity shall be awarded to such Class-I local supplier, subject to matching the L1 price. In case such lowest eligible Class-I local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match the L1 price for the remaining quantity and so on. And the contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(d) In the procurement of goods which are covered by para 1.32.6(b) above and which are not divisible in nature and in procurement of services where the bid is evaluated on price alone, the Class-I local supplier get purchase preference over the Class-II local supplier as well as non-local supplier as per the following procedure.

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a Class-I local supplier, the contract will be awarded to L1.
ii. If L1 is not from a Class-I local supplier, the lowest bidder among the Class-I local suppliers will be invited to match the L1 price, subject to Class-I local supplier's quoted price falling within the margin of purchase preference. Accordingly, the contract shall be awarded to such Class-I local supplier subject to matching the L1 price.
iii. In case such lowest eligible Class-I local supplier fails to match the L1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price. This may be repeated until all the Class-I local suppliers within the margin of purchase preference are given an opportunity to match the L1 price. The contract shall be awarded accordingly. In case none of the Class-I local suppliers within the margin of purchase preference match the L1 price, the contract may be awarded to the L1 bidder.

(e) If a Nodal Ministry is satisfied that Indian suppliers of an item are not allowed to participate and / or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and / or other items relating to

that Nodal Ministry.

(f) Class – I local suppliers /class-II local suppliers at the time of submission of bid must submit a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made, as per the proforma, failing which no purchase preference shall be granted. In case the bid value is more than Rs.10.00 crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a charted accountant for OEMs other than companies as per the Public Procurement (Preference to Make-in – India) order 2017 dated 4.6.2020 and 16th September 2020.

(g) Only Class-I and Class-II local suppliers as per MII order dated 4.6.2020 and 16th September 2020 will be eligible to bid. **Non-Local suppliers as per MII order dated 4.6.2020 and 16th September 2020 are not eligible to participate. Class –II local supplier will not get purchase preference in any procurement undertaken by the institute.**

**Purchase Preference In case of MSE –**

1.32.6 In tender, where the items are divisible, the participating Micro and Small Enterprises (MSE) quoting price within price band of L1+15 (fifteen) per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 25 (twenty five) per cent of total tendered value. The 25 (twenty five) per cent quantity is to be distributed proportionately among these bidders, in case there are more than one MSMEs within such price band.

1.32.7 Within this 25% (Twenty five Percent) quantity, a purchase preference of 20 (twenty) per cent out of 25 (twenty five) per cent) is reserved for MSEs owned by Scheduled Caste (SC)/Scheduled Tribe (ST) entrepreneurs (if they participate in the tender process and match the L1 price). Further, out of the total annual procurement from the MSEs, (3%) three percent from within the 25% target shall be earmarked for procurement from MSEs owned by women. Provided that, in the event of failure of such SC/ST MSE to participate in tender process or meet tender requirements and L1 price, four per cent sub-target shall be met from other MSE. In case the items are not divisible, then the MSE quoting price within price band L1 + 15% may be awarded for full/complete supply of total tendered quantity to MSE, considering the spirit of the policy for enhancing the Government procurement from MSEs.

1.32.8. Orders for imported stores need not necessarily be on FOB/FCA basis rather it an be on the basis of any of the incoterm specified in ICC Incoterms 2010 as may be amended from time to time by the ICC or any other designated authority and favourable to the purchaser.Wherever the price quoted on FOB/FCA and CIF/CIP basis are the same, the Contract would be made on CIF / CIP basis only.The GCC and the SCC shall specify the mode of transport i.e., whether by air/ocean/road/rail.-**Not applicable**

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

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

**Contacting the Purchaser**

1.33.1 Subject to ITB Clause 1.25, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

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

### Post qualification

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

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

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

## F. AWARD OF CONTRACT

### 1.35 Negotiations

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

### 1.36 Award Criteria

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

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

1.37.1 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 to the extent of 25% without any change in unit price or other terms and conditions.

### 1.38 Option Clause

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

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

1.39.1 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.

## 1.40 Notification of Award

1.40.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable or telex or fax or e mail that the bid has been accepted and a separate purchase order shall follow through post.

1.40.2 Until a formal contract is prepared and executed, the notification of award should constitute a binding contract.

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

## 1.41 Signing of Contract

1.41.1 Promptly after notification, the Purchaser shall send the successful Bidder the Agreement/Purchase Order.

1.41.2 Within twenty-one (21) days of date of the Purchase Order, the successful Bidder shall sign, date, and return it to the Purchaser.

## 1.42 Order Acceptance

1.42.1 The successful bidder should submit Order acceptance within 14 days from the date of issue of order/signing of contract, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited pursuant to clause 1.16.10 of ITB.

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

## 1.43 Performance Security

1.43.1 Within 21 days of receipt of the notification of award/PO, the Supplier shall furnish performance security (PS) in the amount specified in SCC, valid till 60 days after the warranty period.

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

1.43.3 The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India.

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

1.43.5 The Performance security shall be in one of the following forms:

(a) A Bank guarantee or stand-by Letter of Credit issued by a Nationalized/ Scheduled bank located in India in the form provided in the bidding documents. Or

(b) A Banker's cheque or Account Payee demand draft in favour of the Director, CSIR-NEERI, Nagpur Or,

(c) A Fixed Deposit Receipt pledged in favour of the Director, CSIR-NEERI, Nagpur Or,

(d) RTGS /NEFT in favour of Director, CSIR-NEERI, Nagpur.

1.43.6 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, without levy of any interest.

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

1.43.8 The performance security must be received within 21 days. However, the Purchaser has the powers to extend the time frame for submission of Performance Security (PS). Even after extension of time, if the PS is not received, the contract is liable to be cancelled provided that the purchaser, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained, may, for cogent reasons, offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.

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

## 1.44.0 Pre-bid Conference (PBC) -NA

1.44.1 A Pre-bid Conference shall be held as indicated in invitation to bid, if any. All prospective bidders are requested to kindly attend the Pre-bid Conference. In order to facilitate the purchaser the proper conduct of the Pre-bid Conference, all prospective bidders are requested to kindly submit their queries on GeM, so as to reach the purchaser as indicated in invitation to bid. The purchaser shall answer the queries during the pre-bid conference, which would become a part of the proceedings of the Pre-bid Conference. The proceeding of the Pre Bid Conference would be hosted on the website of the purchaser. Before formulating and submitting their bids, all prospective bidders are advised to surf through the purchaser's website after the Pre-bid Conference, in order to enable them take cognizance of the revised tender conditions.

## 1.45 Integrity Pact

1.45.1 Integrity Pact binds both buyers and sellers to ethical conduct and transparency in all activities from pre-selection of bidders, bidding and contracting, implementation, completion and operation related to the contract.

1.45.2 The Integrity pact essentially envisages an agreement between the prospective vendors/bidders and the buyer, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract. Only those vendors/bidders, who commit themselves to such a Pact with the buyer, would be considered competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification. The essential ingredients of the Pact include:

i) Promise on the part of the Purchaser to treat all bidders with equity and reason and not to seek or accept any benefit, which is not legally available;

ii) Promise on the part of bidders not to offer any benefit to the employees of the Purchaser not available legally and also not to commit any offence under Prevention of Corruption Act, 1988 or Indian Penal Code 1860;

iii) Promise on the part of bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts; etc.Undertaking (as part of Fall Clause) by the bidders that they have not and will not sell the same material/equipment at prices lower than the bid price;

iv) Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates;

v) Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary;

vi) Bidders to disclose any past transgressions committed over the specified period with any other company in India or Abroad that may impinge on the anti-corruption principle;Integrity Pact lays down the punitive actions for any violation.

1.45.3 Each page of such Integrity pact proforma would be duly signed by Purchaser's competent signatory. All pages of the Integrity Pact are to be returned by the bidder (along with the technical bid) duly signed by the same signatory who signed the bid, i.e. who is duly authorized to sign the bid and to make binding commitments on behalf of his company. Any bid not accompanied by Integrity Pact duly signed by the bidder shall be considered to be a non-responsive bid and shall be rejected straightway.

1.45.4 The SCC shall specify whether there is a need to enter into a separate Integrity pact or not.

1.45.5 The Integrity Pact would be effective from the date of invitation of bids till complete execution of the contract.

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

1.45.7 The modal format of IP is at Chapter-8.

# CHAPTER 2
# CONDITIONS OF CONTRACT
## A GENERAL CONDITIONS OF CONTRACT (GCC)

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# GENERAL CONDITIONS OF CONTRACT (GCC)

## 2.1 Definitions

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

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

(b) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments there to.

(c) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

(d) "Day" means calendar day.

(e) "Completion" means the fulfillment of the Goods and related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(f) "GCC" means the General Conditions of Contract.

(g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(h) "Related Services" means the services incidental to the supply of the goods, such as transportation, insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.

(i) "SCC" means the Special Conditions of Contract.

(j) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(k) Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(l) The "Council" means the Council of Scientific & Industrial Research (CSIR), registered under the Societies Registration Act, 1860 of the Govt. of India having

its registered office at 2, Rafi Marg, New Delhi-110001, India.

(m)The "Purchaser" means any of the constituent Laboratory/Institute of the Council situated at any designated place in India as specified in SCC.

(n) "The final destination," where applicable, means the place named in the SCC.

## 2.2 Contract Documents

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

## 2.3 Code of Integrity

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

a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the purchaser;

b) Forfeiture or encashment of any other security or bond relating to the procurement;

c) Recovery of payments including advance payments, if any, made by the Purchaser along with interest thereon at the prevailing rate.

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

## 2.4 Joint Venture, Consortium or Association

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

## 2.5 Scope of Supply

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

## 2.6 Suppliers' Responsibilities

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

## 2.7 Contract price

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

## 2.8 Copy Right

2.8.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

## 2.9 Application

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

## 2.10 Standards

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

## 2.11 Use of Contract Documents and Information

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

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

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

## 2.12 Patent Indemnity

2.12.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 2.12.2 Indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of

any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in India; and

(b) the sale in any country of the products produced by the Goods.

2.12.2 If any proceedings are brought or any claim is made against the Purchaser, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any proceedings or claim.

## 2.13 Performance Security

2.13.1 Within 21 days of receipt of the notification of award/PO, the Supplier shall furnish performance security in the amount specified in SCC, valid till 60 days after the warranty period.

2.13.2 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.

2.13.3 The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India and denominated in the currency of the contract in the case of offers received for supply from foreign countries or in equivalent Indian Rupees in case the Performance Security is submitted by the Indian Agent.

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

2.13.5 The Performance security shall be in one of the following forms:

(a) A Bank guarantee or stand-by Letter of Credit issued by a Nationalized/Scheduled bank located in India in the form provided in the bidding documents.

**Or**

(b) Account Payee demand draft in favour of the Director, CSIR-NEERI, Nagpur

2.13.6 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, without levy of any interest.

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

2.13.8 The order confirmation must be received within 14 days. However, the Purchaser has the powers to extend the time frame for submission of order confirmation and submission of Performance Security (PS). Even after extension of time, if the order confirmation /PS are not received, the contract shall be cancelled provided that the purchaser, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained, may, for cogent reasons, offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.

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

## 2.14 Inspections and Tests

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

## 2.15 Packing

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

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

## 2.16 Delivery and Documents

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

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

## 2.17 Insurance

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

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

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

## 2.18 Transportation

2.18.1 In the case of supplies from within India, where the Supplier is required under the Contract to transport the Goods to a specified destination in India, defined as the Final Destination, transport to such destination, including insurance and storage, as specified in the Contract, shall be arranged by the Supplier, and the related costs shall be included in the Contract Price.

## 2.19 Incidental Services

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

## 2.20 Spare Parts

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

(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:

(i)Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and

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

## 2.21 Warranty

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

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

2.21.3 Unless otherwise specified in the SCC, the warranty shall remain valid for **Twelve (12) months** 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 SCC, or for Eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

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

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

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

time; the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

2.21.7 Goods requiring warranty replacements must be replaced on free of cost basis to the purchaser. If the warranty replacement are to be imported, it should be supplied on DDP basis.

## 2.22 Terms of Payment

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

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

2.22.3 Payments shall be made promptly by the Purchaser but in no case later than thirty (30) days after submission of the invoice or claim by the Supplier. While claiming the payment, the supplier should certify in the bill/invoice that the payment being claimed strictly in terms of the contract and all obligations on the part of the supplier for claiming the payment have been fulfilled as required under the contract.

2.22.4 Payment shall be made in INR only..

## 2.23 Change Orders and Contract Amendments

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

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

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

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

## 2.24 Assignment

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

## 2.25 Subcontracts

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

## 2.26 Extension of time.

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

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

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

## 2.27 Liquidated Damages

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

## 2.28 Termination for Default

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

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

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

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

## 2.29 Force Majeure

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

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

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

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

## 2.30 Termination for Insolvency

2.30.1The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

## 2.31 Termination for Convenience

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

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

(a) To have any portion completed and delivered at the Contract terms and prices; and/or

(b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

## 2.32 Settlement of Disputes

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

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

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

a) If any dispute or difference arises between the parties hereto as to the construction, interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this Agreement, such disputes or differences shall be referred to the **"Delhi International Arbitration Center (DIAC), Delhi"** for arbitration or for appointment of the sole arbitrator or group of persons to act as Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order. A reference to the Arbitration under this Clause shall be deemed to be submission within the meaning of the Arbitration and Conciliation Act, 1996 and the rules framed there under for the time being in force. Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrators otherwise decides in the Award.

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

2.32.5 notwithstanding, any reference to arbitration herein,

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

## 2.33 Governing Language

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

## 2.34 Applicable Law

2.34.1 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.

## 2.35 Notices

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

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

## 2.36 Taxes and Duties

2.36.1 For goods manufactured outside India, the Supplier shall be entirely responsible for all

taxes, stamp duties, license fees, and other such levies imposed outside India.

2.36.2 For goods Manufactured within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred till its final manufacture/production.

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

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

2.36.5 **Customs Duty** – If the supply is from abroad this Institute is permitted to import goods as per notification No.51/96 – Customs and pay a concessional duty up to 5% as per notification 24/2002 – Customs on all imports.

## 2.37 Right to use Defective Goods

2.37.1 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.

## 2.38 Protection against Damage

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

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

## 2.39 Site preparation and installation

2.39.1 The Purchaser is solely responsible for the construction of the equipment sites in compliance with the technical and environmental specifications defined by the Supplier. The Purchaser will designate the installation sites before the scheduled installation date to allow the Supplier to perform a site inspection to verify the appropriateness of the sites before the installation of the Equipment, if required. The supplier shall inform the purchaser about the site preparation, if any, needed for installation, of the goods at the purchaser's site immediately after notification of award/contract.

## 2.40 Import and Export Licenses

2.40.1 If the ordered materials are covered under restricted category of EXIM policy in India the Vendor / Agent may intimate such information for obtaining necessary, license in India.

2.40.2 If the ordered equipment is subject to Vendor procuring an export license from the designated government agency / country from where the goods are shipped / sold, the vendor has to mention the name, address of the government agency / authority. The vendor must also mention the time period within which the license will be granted in normal course.

## 2.41 Risk Purchase Clause

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

## 2.42 Option Clause

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

## 2.43 Integrity Pact

2.43.1 The SCC shall specify whether there is a need to enter into a separate Integrity pact or not.

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

## 2.44 Order Acceptance

2.44.1 The successful bidder should submit Order acceptance within 14 days from the date of issue of order/signing of contract, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited pursuant to clause 1.16.9 of ITB.

## 2.45 Purchase Preference

2.45.1The purchaser intends to give product reservation/purchase preference/price preference in line with current Govt. of India procurement policies to help inclusive national economic growth by providing long term support to Small and Medium enterprises (SMEs) and disadvantaged sections of the society and to address environmental concerns along with preferential market access in govt. procurements. Bidders desirous of submitting their bids in accordance with the Make in India Policy of GOI must submit an Affidavit of self Certification regarding minimum local content as per the format enclosed with the bidding document.

## 2.46 Relaxation for Startups :

2.46.1 As per Department of Expenditure vide OM dated 20th September 2016, relaxation regarding prior turnover and prior experience is applicable only to all startups (whether MSE's or otherwise) recognized by DPIIT subject to meeting of quality and technical specifications.

## B SPECIAL CONDITIONS OF CONTRACT

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| 02. | GCC 2.1.1 (n) |
| 03. | GCC 2.13.1 |
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| 13. | GCC 2.35.1 |
| 14. | GCC 2.43.1 |
| 15. | GCC 2.43.2 |
| 16. | GCC 2.44 |

## Special conditions of contract (SCC)

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

| S.N. | GCC Clause Ref | Condition |
|---|---|---|
| 1 | GCC 2.1.1(l) | The Purchaser is: ***The Director, CSIR- NEERI, Nehru Marg, Nagpur-440020*** |
| 2 | GCC 2.1.1(m) | The Final Destination is: ***Director, CSIR-NEERI, Nagpur*** |
| 3 | GCC 2.13.1 | The amount of the Performance Security shall be **5%** of the contract value. |
| 4 | GCC 2.15.2 | The marking and documentation within and outside the packages shall be:<br>a) Each package should have a packing list within it detailing the part No(s), description, quantity etc.<br>b) Outside each package, the contract No., the name and address of the purchaser and the final destination should be indicated on all sides and top.<br>c) Each package should be marked as 1/x, 2/x, 3/x……x/x, where "x" is the total No. of packages contained in the consignment.<br>d) All the sides and top of each package should carry an Appropriate indication/ label/ stickers indicating the precautions to be taken while handling/storage. |
| 5 | GCC 2.16.1 | Details of Shipping and other Documents to be furnished by the Supplier are :<br>**For goods manufactured within India**<br>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.<br>(a) Two copies of Supplier's Invoice indicating, *inter-alia* description and specification of the goods, quantity, unit price, total value;<br>(b) Packing list;<br>I Certificate of country of origin;<br>(d) Insurance certificate, if required under the contract;<br>I Railway receipt/Consignment note;<br>(f) Manufacturer's guarantee certificate and in-house inspection certificate;<br>(g) Inspection certificate issued by purchaser's inspector, if any; and<br>(h) Any other document(s) as and when required in terms of the contract.<br>Note:<br>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).**<br>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.** |
| 6 | GCC 2.16.3 | In case of supplies from within India, the mode of transportation shall be by ***Road***. |
| 7 | GCC 2.17.1 | The Insurance shall be for an amount equal to 110% of the CIF or CIP value of the contract from within "warehouse to warehouse (final |

| | | |
|---|---|---|
| | | destination)" on "all risk basis" including strikes, riots and civil commotion. |
| 8 | GCC 2.21.3 | The period of validity of the Warranty shall be **As per Schedule of Requirement** from the date of installation and acceptance. |
| 9 | GCC2.22.1 | The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:<br><br>**Payment for Goods and Services supplied from India:**<br>The payment shall be made in Indian Rupees, as follows:<br>(**On receipt and on Acceptance**: 100% Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC and on installation of complete supplied Items and acceptance certificate issued by the purchaser subject to submission of performance security, Contract Agreement, - if any.<br><br>**Note:**<br>All payments due under the Contract shall be paid after deduction of statutory levies at source (like ESIC, Income Tax, etc. GST- TDS), wherever applicable. |
| 10 | GCC 2.27.1 | The penalty shall be 0.5% per week or part of a week towards late delivery and towards delay in installation and commissioning. |
| | GCC 2.27.1 | The maximum amount of penalty shall be 10% The liquidated damages shall be levied on the delivered price of the delayed Goods or unperformed Services or Contract Value as applicable. |
| 11 | GCC 2.34.1 | The place of jurisdiction is Nagpur, INDIA |
| | GCC 2.35.1 | For notices, the Purchaser's address is<br>Attention : The Director,<br>Location : CSIR-NEERI,<br>Nehru Marg,<br>Nagpur-440020<br>Telephone No.: 0712- 2249992, 2249746, 2226705<br>Email address: spo.neeri@csir.res.in |
| 14 | GCC2.43 | The integrity pact is to be signed as per ITB 1.45.3- **NA** |
| 15 | GCC 2.43.2 | *The name and contact details of the IEM are as under:*<br>**NA** |
| 16 | GCC2.25.1 | Purchase Preference to Make in India as per DPIIT Order 2017 dated 16.9.2020, Revision dt. 19.07.2024 and 08.07.2025. |

# CHAPTER 3

**(To be filled by the bidder as appropriate and enclosed with the Technical Bid)**

**SCHEDULE OF REQUIREMENT**

| Sl. No. | Brief Description of Goods & Services | Quantity | Physical Unit | Final destination/ Place | Delivery Schedule **(to be filled by the bidder)** | Time frame required for conducting installation, commissioning of the eqpt., acceptance test, etc. after the arrival of consignment **(to be filled by the bidder)** |
|---|---|---|---|---|---|---|
| 1. | **SAP FLOW SYSTEM (Details as per Chapter-4)** | 3.00 | Numbers | CSIR-NEERI, Nagpur, WARDHA ROAD, PIN-440020 | | |

Period of delivery shall count from ……. _____
(to be filled by the bidder)
Scope of Supply :……. _____

Training requirement:---------- _____

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

Warranty Period: **……** ***Standard Warranty***
Date : ……
Place : ……
**Signature of the Bidder**

**Notes for Bidders:**

(1) The delivery schedule shall clearly indicate the time period within which the successful bidder must deliver the consignment in full from the date of contract or from the date of advance payment etc. It should also indicate separately the time period desired for installation and commissioning of the equipment after arrival of the consignment at the premises of the Purchaser.

# Chapter 4

Technical specification

## Specifications

| | |
|---|---|
| **Measuring Technique** | • System should work on Heat ratio method/Heat Pulse velocity (HPV) method |
| **Measurement Range** | • -100 to + 100 cm $hr^{-1}$ or better |
| **Resolution** | • 0.01 cm $hr^{-1}$ or better |
| **Accuracy** | • ± 0.5 cm $h^{-1}$ or better |
| **Operating Temperature** | • Suitable for field operation under Indian conditions (-10°C to +60°C or better) |
| **Needle/Sensor - Dimensions** | • Needle length should be adequate for measurements in matured Neem, Orange, and Eucalyptus trees (Stem diameter ~ 50 cm to 2 m) |
| **Measurement Positions** | • Minimum two radial sapwood depths |
| **Measurement Duration** | • ≥ 120 s |
| **Logging Interval** | • Minimum 15 min interval |
| **Output parameters** | • Heat Pulse velocity (cm $hr^{-1}$), Sap flow ($cm^3$ $hr^{-1}$ L $hr^{-1}$), Sap flux density, Stem water content, and temperature should be provided. |
| **Communication Options** | • Data transfer through USB/ memory card/advanced communication (e.g., FTP) |
| **Data Storage** | • Minimum 4 GB |
| **Internal Battery** | • Maintenance-free rechargeable sealed battery (Minimum 4.0 volt) |
| **External Power Supply** | • Suitable DC power supply |
| **Data logger** | • Dedicated internal/external data logger |
| **Installation Kit** | • Complete installation kit including drill guide, drill bits (≥10), sleeve insertion device, grease, mounting straps, 2 m trunk diameter tape, Micro SD Card Shuttle, Insertion Tool, USB Cable and battery- powered drill |
| **Solar Power** | • Suitable solar power system with mounting accessories |

| | |
|---|---|
| **Software** | • Software/utility for converting raw data into sap flow data (excel compatible output) |
| **Additional Set of Needle/Probe set** | • For each sap flow system, provide two sets of needles/probes; cable length ≥ 5 m, extendable without affecting performance. |
| **Applications** | • Positive, low, zero and reverse sap flow; night-time transpiration; radial sap velocity profiling |
| **Quantity Offered** | • 3 complete sap flow systems, each with a dedicated logger and two complete needle sets |
| **Installation & Training** | • Installation at Nagpur and nearby field sites by the supplier's engineer, including system commissioning, demonstration of data acquisition, and data processing training for the NEERI team. |
| **Technical Support** | • On-site or online technical support (video conferencing) for troubleshooting and maintenance |
| **Safety Enclosure** | • Protective weatherproof and vandal-resistant enclosure for each system |
| **Warranty** | • Free warranty for one year from the date of installation |

**4.4.1 General**

**1.** The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified here.

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.

**3.** Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

**4.** 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.

**5.** The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at final destination 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.

**6.** The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

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

**8.** Before the goods and equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance Manuals together with Drawings of the goods and equipment built. These shall be in such details as will enable the Purchase to operate, maintain, adjust and repair all parts of the works as stated in the specifications.

**9.** The Manuals and Drawings shall be in the ruling language (English) and in such form and numbers as stated in the Contract.

**10.** Unless and otherwise agreed, the goods and 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.

**11.** On successful completion of acceptability test, receipt of deliverables, etc. and after the Purchaser is satisfied with the working of the equipment, the acceptance certificate signed by the Supplier and the representative of the Purchaser will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the equipment.

**4.4.2 Manufacturer's Inspection Certificate`**

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

**4.4.3 Pre Dispatch Inspection –**

Not Applicable

**4.4.4 Third Party Inspection**

Not Applicable

**4.4.5 Acceptance Test**

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

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

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

The acceptance tests at the final destination include the following:

(a) NA

(b) NA

**4.4.5 Training**

As per Schedule of requirement/Chapter 4

**4.4.6 Warranty**

As per Schedule of requirement/Chapter 4

**4.4.7. Comprehensive Annual Maintenance Contract - Not applicable**

As per Schedule of requirement

The vendor must quote for CAMC Charges for _____ years separately in the BOQ (Price Schedule). Cost for _____ years CAMC charges shall be taken into consideration for evaluation of price bids on overall basis to decide the inter se ranking of the responsive bidders. Institute may opt for maintenance contract after expiry of the warranty period.

It should be clearly mentioned in the schedule of requirement whether the after-sales services after the completion of warranty period shall be provided directly by the vendor or their authorized agent /representative. However, in both the cases the original vendor shall be responsible for satisfactory performance / services.

Details of number of services, duration of service during CAMC period should also be mentioned in the Schedule of requirement.

CAMC cost offered by the vendor shall be fixed for that particular CAMC period. No request for increase in charges / rates, on whatsoever ground shall be entertained at a later date.

**4.4.7 Incidental Services**

**4.4.8** As per Schedule of requirement

## CHAPTER 5: Price Schedule

## As per GeM

# CHAPTER 6: Qualification Requirement

**Note for Bidders as regards Qualification Requirement:**

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

b) The Bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity.

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

d) Supporting documents submitted by the bidder must be certified as follows:

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

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

e) A bidder or any of its affiliates who participated as a consultant in the preparation of the design or technical specifications of the contract i.e. the subject of the bid; cannot participate in the bidding process.

f) Indian agents quoting on behalf of its foreign principal need to submit copy of the agency agreement with the foreign principal detailing the services to be rendered by them on behalf of the principals, failing which its bid shall not be considered.

g) Foreign bidders to disclose the name and address of agent and representatives in India and Indian bidder to disclose their foreign principal or associates.

h) In case of agents quoting on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/ dealer. There can be only one bid from the following:

   i) The Principal manufacturer directly or through one Indian agent on his behalf; and

   ii) Indian/foreign agent on behalf of only one principal.

   iii) If Manufacturer / Principal is participating in Tender then their authorized Agent's / distributor's / dealer's bid shall not be considered for further Tender evaluation and shall be rejected.

## CHAPTER 7

## Contract Form

Contract No. _____ Date:_____

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

BETWEEN

(1) The Council of Scientific & Industrial Research registered under the Societies Registration Act 1860 of the Government of India having its registered office at 2, Rafi Marg, New Delhi-110001, India represented by _____*[ insert complete name and address of Purchaser* (hereinafter called "the Purchaser"), and

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

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the
Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency(ies) ]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

(a) This Contract Agreement
(b) Special Conditions of Contract
(c) General Conditions of Contract
(d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
(e) The Supplier's Bid and original Price Schedules
(f) The Purchaser's Notification of Award
(g) *[Add here any other document(s)]*

03. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

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

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

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

For and on behalf of the Council of Scientific & Industrial Research

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

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

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

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

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

## CHAPTER 8

### Standard Forms
**(To be enclosed as indicated below)**

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

**Annexure– I**

## Bidder Information Form

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

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

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

Page 1 of_____ pages

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

Signature of Bidder _____
Name _____
Business Address _____

**Annexure– II**

## MANUFACTURERS' AUTHORIZATION FORM

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

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

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

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

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

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

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

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

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

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

**Annexure– III**

## BID SECURITY FORM( Not Applicable)

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

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

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

THE CONDITIONS OF THIS OBLIGATION ARE:

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

Or

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

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

(b) Fails or refuses to accept/execute the contract.

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

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

_____
(Signature of the authorized officer of the Bank)

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

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

**Annexure– IV**

## Bid-Securing Declaration Form ( Applicable)

Date:_____
Bid No. _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

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

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

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

(b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

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

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

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

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

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

Corporate Seal (where appropriate)

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

**Annexure– V**

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

Signature and Seal of the manufacturer/Bidder …….

Place :
Date :

**Annexure– VI**

## Technical Specification Compliance cum Deviation Statement Form

| Sr. No. | CSIR-NEERI Technical Specifications | Vendor Quoted Specification | In case of Compliance, supporting printed technical literature mentioning page no. Column & line has also to be highlighted | Deviations to CSIR-NEERI specifications if any, | Reasons for deviations | Special Remarks, if any, |
|---|---|---|---|---|---|---|
| 1. | 2. | 3. | 4. | 5. | 6. | 7. |
| 2. | | | | | | |
| 3. | | | | | | |
| 4. | | | | | | |
| 5. | | | | | | |
| 6. | | | | | | |
| 7. | | | | | | |
| 8. | | | | | | |
| 9. | | | | | | |
| 10 | | | | | | |

Place:
Date:

Signature and seal of the
Manufacturer/Bidder

**Annexure–VII**

## SERVICE SUPPORT FORM

| Sl. No. | Nature of training Imparted | List of similar type of equipment serviced in the past 3 years | Address, Telephone Nos. , Fax Nos. and e-mail address |
|---|---|---|---|
| | | | |

Signature and Seal of the manufacturer/Bidder…….

Place :

Date :

## Annexure–VIII

# Bid Form- (Not Applicable)

*(Refer para 5.1.2 (ix)(h) of the CSIR Manual)*

*[The Bidder shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

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

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

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

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda];*

(b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services *[insert a brief description of the Goods and Related Services];*

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

(d) The discounts offered and the methodology for their application are:

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

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 1.17.1 from the date fixed for the bid opening, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 1.43 and GCC Clause 2.13 for the due performance of the Contract and also submit order acceptance within 14 days from the date of contract in accordance with ITB Clause 1.42 and GCC Clause 2.44;

(g) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

| Name of Recipient | Address | Reason | Amount |
|---|---|---|---|
| _____ | _____ | | |
| _____ | _____ | | |
| _____ | _____ | | |

(If none has been paid or is to be paid, indicate “none.”)

(h) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

(i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed:

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

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

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

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

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

**Annexure–IX**

## PERFORMANCE SECURITY FORM

### MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To,

……..

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

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

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

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

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

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

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

(Signature of the authorized officer of the Bank)

…….
Name and designation of the officer

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

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

**Annexure–X**

## ACCEPTANCE CERTIFICATE FORM

No._____ Dated: _____

M/s. _____
_____
_____

Sub: Certificate of commissioning of equipment

---

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

(a) Contract No. _____ Date_____
(b) Description of the equipment_____
(c) Name of the consignee_____
(d) Scheduled date of delivery of the consignment to the Lab./Instts._____
(e) Actual date of receipt of consignment by the Lab./Instts._____
(f) Scheduled date for completion of installation/commissioning_____
(g) Training Starting Date _____
(h) Training Completion Date _____
(i) Names of People Trained _____
(j) Actual date of completion of installation/commissioning_____
(k) Penalty for late delivery (at Lab./Instts. level)₹_____
(l) Penalty for late installation (at Lab./Instts. level ₹_____

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

| Sl. No. | Description | Amount to be recovered |
|---|---|---|
| | | |

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

or

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

(a) ……
(b) ……..….
(c) ……
(d) ……...

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

For Supplier For Purchaser

Signature ….…….. Signature……..

Name …….. Name……...

Designation …….. Designation…….

Name of the firm……. Name of the Lab/Instt.……...

Date ……..…… Date……

**Annexure–XI**

**Format of Integrity Pact (not applicable)**

**INTEGRITY PACT**

Between
Council of Scientific & Industrial Research (CSIR) a Society registered under the Indian Societies Act 1860 represented by _____ hereinafter referred to as "The Principal".

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

Preamble
The Principal intends to award, under laid down organizational procedures, contract/s for …….The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 – Commitments of the Principal**

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

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

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

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

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

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

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

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

(b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications,

Certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

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

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

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

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

**Section 3 – Disqualification from tender process and exclusion from future Contracts**

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

**Section 4 – Compensation for Damages**

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

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

**Section 5 – Previous transgression**

(1) The Bidder declares that no previous transgressions occurred in the last 3 Years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

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

**Section 6 – Equal treatment of all Bidders / Contractors/ Sub-contractors**

(1) The Bidder(s)/Contractor(s) undertake(s) to demand from all Subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

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

Contractors and Subcontractors.

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

**Section 7 – Criminal charges against violating Bidders / Contractors/ Subcontractors**

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

**Section 8 - Independent External Monitors**

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

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the JS (A), CSIR.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Subcontractor(s) with confidentiality.

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

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

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

(7) Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on the CSIR.

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

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

**Section 9 – Pact Duration**

This Pact begins when both parties have legally singed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

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

**Section 10 – Other provisions**

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

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

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

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

| | |
|---|---|
| _____ | _____ |
| (For & On behalf of the Principal) | (For & On behalf of Bidder/Contractor) |
| (Office Seal) | (Office Seal) |
| Place…… …….. | Place…… |
| Date…….. | Date…….. |

Witness 1:(Name & Address): _____

Witness 2::(Name & Address): _____

**Annexure–XII**

**Format for declaration by the Bidder for Code of Integrity & conflict of interest**

**(On the Letter Head of the Bidder)**

**Ref. No**: _____ **Date** _____

To,
_____
_____
(Name & address of the Purchaser)

Sir,

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

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

a
b
c

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

Thanking you,

Yours sincerely,

Signature
(Name of the Authorized Signatory)
Company Seal

**Annexure XIII**

**Format for undertaking of Self Certification regarding Local Content in a R & D Equipment to be provided by Manufacturer on Company Letter Head**

Date: _____

I/ we/M/s._____ (Name of the Bidder)hereby solemnly affirm and declare as under:

That we meet the minimum local content for the goods and services offered vide our offer /bid No._____dated _____as specified below:

**(A) Class – I Local Supplier with Local content of 50% and above**

**OR**

**(B) Class – II Local Supplier with Local content of 20% and above but less than 50%**

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification – Public procurement (preference to Make in India) Order 2017 dt15th June, 2017 and revised DIPP Order dated 16.09.2020

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any authority so nominated for the purpose of assessing the local content.

That the local content for all inputs which constitute the said equipment has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition norms, based on the assessment of an authority so nominated for the purpose of assessing the local content, action will be taken against me as per Order No. P-45021/2/2017/-E.E.-II dated 15.06.2017 and revised DIPP Order dated 16.09.2020

Details of Domestic value addition:

1) Location (complete address) of Domestic value addition: _____

2) Details of domestic components with percentage: _____

3) Details of Imported components with percentage: _____

_____

We are aware that the false declarations will be in breach of Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules (Govt.of India) for which we or our successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules alongwith such other actions as may be permissible under law.

Signed :( insert signature of person whose name and capacity are shown)
In the capacity of :( insert legal capacity of person signing the bid submission form)
Name : (insert complete name of person signing the bid submission form)

Duly authorized to sign the bid for and on behalf of : (insert complete name of Bidder)
Dated on_____day of _____ (insert date of signing)

**NOTE;- 1) Authorized dealers should obtain above certificate from Manufacturer and submit the same along with the bid .**

**2) Bidders offering imported products will fall under the category of Non-local suppliers. They can't claim themselves as Class-I local supplier / Class-II local supplier by claiming profit, warehousing, marketing, logistics, freight, insurance, installation, commissioning, training and after sales service support like AMC/CMC, etc. as local value addition.**

**3) Retain any one -(A) or (B) above**

**Annexure –XIV**

## LAND BORDER DECLARATION UNDERTAKING

### Certificae regarding Restrictions on procurement, from a bidder of a country which shares a land border with India

(As per GOI, Ministry of Finance, Department of expenditure, Public Procurement Division Order (Public Procurement Order No.1) dated 23rd July 2020, any bidder from a country which shares a land border with India will be eligible to bid in the procurement only if the bidder is registered with the Competent authority specified in Annexure I of the Order)

Date: _____

I/We/M/s. _____ _ do hereby solemnly affirm and declare as under:

1. That I have read the clauses regarding restrictions on procurement from a bidder of a **FOREIGN COUNTRY** which shares a land border with India issued vide GOI Ministry of Finance, Department of expenditure, Public Procurement Division Order (Public Procurement Order No.1) dated 23rd July 2020.

2. I, (name and address of the bidder) M/s._____, **INDIAN MANUFACTURER** do hereby certify that **I am not importing** any product /item/accessories required for manufacturing the equipment / goods offered in this tender, from a foreign country **which shares a land border with India**.

**OR**

I, (name and address of the bidder) M/s. _____, Indian Agent of Foreign Manufacturer/Principal Supplier M/s. _____do hereby certify that M/s.(name and address of foreign manufacturer) _____is **not sharing a land border with India.**

**OR**

I, (name and address of the bidder) M/s. _____,Foreign Manufacturer/Principal Supplier do hereby certify that, I am **not sharing a land border with India**.

**OR**

I, (name and address of the bidder) M/s. _____, Indian Agent of Foreign Manufacturer/Principal Supplier M/s. _____do hereby certify that M/s.(name of foreign manufacturer) _____is **sharing a land border with India** and M/s.(name of foreign manufacturer) _____and is registered with the Competent Authority as specified in Annexure I of the GOI, Ministry of Finance, Department of expenditure, Public Procurement Division Order (Public Procurement Order No.1) issued vide F No.6/18/2019/PPD dated 23rd July 2020 and We fulfils all requirements in this regard and are eligible to be considered for this procurement. **The valid registration certificate issued by the Competent Authority is attached**.

**Note: Retain any one of the certificate at S. NO. 2.**

**(Name of firm/entity)**
**For and on behalf of**
Authorized signatory (To be duly authorized by the Board of Director)

**Instructions for Bidders for Land Border sharing:**

**Clauses As per GOI, Ministry of Finance, Department of expenditure, Public Procurement Division Order (Public Procurement Order No.1) dated 23rd July 2020 for the Bidders**

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, Participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:-

a. An entity incorporated, established or registered in such country; or
b. A subsidiary of an entity incorporated, established or registered in such a country; or
c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
d. An entity whose beneficial owner is situated in such a country; or
e. An Indian (or other ) agent of such an entity; or
f. A natural person who is a citizen of such a country; or
g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person (s), who, whether acting alone or together , or through one or more juridical person, has a controlling ownership interest or who exercises control though other means.
   Explanation—
   a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. Of shares or capital or profits of the company;
   b. "Control shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreement or voting agreements.;
2. In case of partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together , or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profit of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profit of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
5. In case of a trust, he identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or in ownership.

V. An Agent is a person employed to do any for another, or to represent another in dealing with third person.

**Annexure –XV**

## Check list for OEM/Supplier/Authorised Indian Agent to be submitted alongwith Technical Bid

**Note:** 1.Indian Agent / OEM should go through the entire Tender Document for compliance enclosed with the Technical Bid
2. Enclose Separate Annexures wherever asked for and number them serially.
3. Acceptance of clause/condition is must for the bidder to qualify in the evaluation process.

| | | |
|---|---|---|
| 1. | EMD /Bid Security / **Bid Securing Declaration** | DD / BG No._____ valid for minimum 180 days. **Submitted** |
| 2. | Is the firm registered as ,MSE with CSIR Labs / Institutes, exempted from payment of bid security for the item / equipment manufactured by them. | **Yes / No**<br>If yes, please specify the name of Deptt. and validity of such exemption order. Certified copy of valid registration may be enclosed._____ |
| 3. | Performance Security | **5%** of total ordered value to be submitted within 21 days from receipt of P.O. Valid for 60 days beyond warranty period from the date of installation of equipment. Performance Security shall be submitted by M/s._____ **- Agreed** |
| 4. | Penalty clause for late delivery(including free items) and delay in installation of equipment | **0.5%** per week **- Agreed** |
| 5. | Compliance to Pre-qualification/Eligibility criteria | Enclosed as Annexure _____ |
| 6. | **Documents to be enclosed with Technical Bid** | **1** .Bidder Information Form - Annexure_____<br>**2**. Bid Securing Declaration Form – Annexure _____<br>**3**. Service support details – Annexure _____<br>**4**. Technical Compliance Cum Deviation Statement form, Annexure _____<br>**5**. Performance Statement form -Annexure_____<br>**6**. Manufacturer Authorization Form- Annexure _____<br>**7.** Declaration abiding by the Code of Integrity and no conflict of interest for public procurement.<br>**8.** Schedule of Requirement (as per Chapter 3 ) – Annexure ___<br>9. Qualification Requirement (As per Chapter 6) -Annexure____<br>**10**. Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted (Pl. refer tender clause no. 1.14) enclosed as Annexure _____<br>**11**. Documents establishing goods eligibility and conformity to bidding documents (Pl. refer tender clause no. 1.15) enclosed as Annexure _____<br>**12**. Format for undertaking of Self Certification regarding Local Content in a R&D equipment to be provided on Company Letter Head Annex_____<br>**1**3.Tender Acceptance form Annexure _____<br>14.Land Border Declaration certificate.____ |
| 7. | **Documents to be enclosed with Price / Financial Bid** | **1.** As per GeM |
| 8. | i) One Indian Agent cannot represent two different Principals in one tender.<br>ii) One manufacturer can authorise only one agent/ dealer. There can be only one bid from either Principal manufacturer directly or through one agent on his behalf<br>iii) If Manufacturer / Principal is participating in Tender then their authorized Agent's / distributor's / dealer's bid shall not be considered for further Tender evaluation and shall be rejected. | **Agreed** and complied with condition |
| 9. | Validity of Bid | Minimum **120** days from the date of bid opening – **Complied** |
| 10. | Delivery & Installation Schedule | **60 days - Accepted** |

| | | |
|---|---|---|
| 11. | Incidential Services | **1. Installation, Demonstration :** The system will be installed and commissioned at CSIR-NEERI specified site by the supplier<br>**Accepted** |
| 12. | **Name of Manufactutrer:**<br>M/s. _____<br>Name of contact person _____<br>Address _____<br>Tel. /MB No _____<br>Email of Manufacturer: _____ | **Name of authorised Agent:**<br>M/s. _____<br>Name of contact person _____<br>Address _____<br>Tel. /MB No _____<br>Email of Manufacturer: _____ |
| 13. | After sales support and maintenance will be provided by M/s. _____ | |
| 14. | Agreeing for Payment | **For Indigenous Supplier**<br>100% on Bill basis after entire supply and installation & commissioning of the equipment & submission of Performance Bank Guarantee. No part payment or any other mode of payment shall be accepted- **Agreed.** |
| 15. | Installation Period , Delivery Period , Warranty period, Penalty, qualifying criteria, Incidental Services | As per Tender - **Agreed** |
| 16. | For indigenous supply rate quoted in Indian Currency: | **Yes** |
| 17. | Type of Bid<br>**Two Bid System** | Technical Bid along with brochure and all annexures are enclosed<br>Price Bid as per GeM<br>- **Complied** |
| 18. | Mode of Transport | For Indigenous supply : By Road |
| 19. | Agreed for entering into contract with CSIR-NEERI as per the applicable stamp duty based on order value in case of award of contract. | Agreed |
| 20. | Agreed for payment of applicable stamp duty in case of award of contract | Agreed |
| 21. | Agreed for submission of acceptance certificate form on completion of satisfactory installation duly singed by user and supplier's authorized representative. | Agreed |
| 22. | Price certificate | **"Certified that rates quoted are not higher than the rates quoted for the same / similar equipment / item charged to any other govt. organization / PSUs / CSIR Labs".** |
| 23. | Rates quoted are inclusive of packing, forwarding, freight, transportation, insurance, charges, taxes etc. | Yes |
| 24. | Item / equipment do not fall within the restrictive list contained in the EXIM Policy | Yes / No<br>(Strike out which is not applicable) |
| 25. | In case the item falls under the list of EXIM Policy, certificate from Indian Agent should be submitted. | Yes / No / Not applicable<br><br>(Strike out which is not applicable) |
| 26. | Supplier / Indian Agent shall bear the taxes / duties / levies outside India. | **Agreed** |
| 27. | Manufacturer Authorization Form (MAF) from manufacturer as per Tender Document Format enclosed as Annexure _____ | |

| | |
|---|---|
| 28. | Complete pre-requisites of equipment installation list enclosed as Annexure _____ (if not submitted, no additional cost other than cost quoted for equipment shall be paid by CSIR-NEERI |
| 29. | CERTIFICATE<br>(to be typed on your letter head and signed ) |
| | This is to Certify that ---<br>All essential items / consumables have been included in FOR Price.<br>No optional items have been included in the FOR Final Landing cost.<br>Item quoted are non-hazardous and does not require any import license or any other License / permission from Government authorities e.g. AERB –<br>Any rates are not quoted / indicated in Technical Bid<br>All pages of e-bids initiated by the persons signing the bid: Sign all pages except un- printed literature.<br>Bid is complete in all respect and documents / technical brouchers attached alongwith the respective e-bids.<br>Successful bidder will submit ordered confirmation /acceptance within 15 days of receipt of P.O.<br>Supplier : Should liaise follow his Principal, and ascertain arrival of consignment in CSIR-NEERI and present for opening and inspection of Consignment and installation of equipment: Any loss/demurrages sustained by CSIR-NEERI due to late/delay on the part of Indian Agent/Principals shall be to the A/c of Indian Agent/Principal.<br>Tender Opening will be represented by : Bidder authorized representative should give Authorization letter while attending tender opening<br>Bid is signed<br>Bidder is eligible to quote and submit quotation<br>Bid validity is minimum **120** days from date of bid opening<br>Quoted for goods manufactured by manufacturer who has given required authority letter to quote (MAF)<br>P.B.G. will be submitted<br>Goods quoted are not sub-standard<br>q) Quoted specifications meet tendered technical specification<br>r) Quoted entire requirement as per tender schedule of requirement /Technical Specification<br>Agreed to all essential condition(s) incorporated in tender enquiry<br>Supply of spares for at least 10 years after warranty period shall be maintained,<br>Free replacement of defective parts shall be made (without any cost/exemption certificate) during warranty period |

**Date:** **Signature of Indian Agent / OEM / Principal Supplier**

**Annexure –XVI**

## TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head) Date:

To,

_____

_____

Sub: Acceptance of Terms & Conditions of Tender,

Tender Reference No:_____

Name of Tender/Work:_____

Dear sir,

1. I/we have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

_____
_____as per your advertisement, given in the above mentioned website(s).

2. I / we herby certify that I / we have read the entire terms and conditions of the tender documents from Page no. _____to_____ (including all documents like annexure(s), schedule(s), etc.), which from part of the contract agreement and I / we shall abide herby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.

4. I/ We herby unconditionally accept the tender conditions of above mentioned tender document (s)/ corrigendum(s) in its totality /entirety.

5. I / We do herby declare that our Firm has not been blacklisted / debarred by any Govt.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department /organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

Signature of the Bidder,

with Official Seal