



सीएसआईआर- भारतीय रासायनिक प्रौद्योगिकी संस्थान  
**CSIR-Indian Institute of Chemical Technology**  
आई. एस. ओ. 9001 संगठन (विश्लेषणात्मक परिसेवा हेतु) / ISO 9001 Organization (for Analytical Services)  
(वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद) / (Council of Scientific and Industrial Research)  
तारनाका, उप्पल रोड, हैदराबाद. तेलंगाना राज्य, भारत. 500 007.  
Tarnaka, Uppal Road, Hyderabad. Telangana State, India. 500 007



## **INVITATION FOR BIDS/NIT**

**Dated: 30/10/2018**

**Open Tender Notice No: PUR/IICT/ANK/26/1/18-19**

**Tender Document (E-Procurement mode)**

**Fully Automated Fermenter costume made to operate also as photo bioreactor with data acquisition and software control with 3 years warranty, as per specifications**

दुरभाष/Tel: +91-40-27193111, 27193228;

ईमेल/ Email: csiriicthyd@gmail.com; cosp@iict.res.in वेबसाईट/website:www.iictindia.org

01. The Director, CSIR-Indian Institute of Chemical Technology, Tarnaka, Uppal Road, Hyderabad- 500 007, Telangana, India **online bids** from manufacturers, their distributors and Indian agent of foreign principals, if any, for purchase of the below mentioned material.

<b>Tender No:</b>	<b>PUR/IICT/ANK/26/1/18-19</b>
<b>Description of items</b>	<b>Fully Automated Fermenter costume made to operate also as photo bioreactor with data acquisition and software control with 3 years warranty, as per specifications</b>
<b>Quantity</b>	<b>One Set</b>
<b>Single/Double Bid</b>	<b>Double Bid</b>
<b>Bid Security (EMD) (in Indian rupees)</b>	<b>₹ Nil ( Rs. Nil)</b>
<b>SCHEDULE CUM CRITICAL DATE SHEET</b>	<b>Critical dates &amp; other details are, as per the CPPP System generated tender details sheet.</b>

02. Tender Documents may be downloaded from Central Public Procurement Portal <https://etender.gov.in/eprocure/app>. Aspiring Bidders who have not enrolled / registered in e- procurement should enrol / register before participating through the website <https://etender.gov.in/eprocure/app>. The portal enrolment is free of cost. Bidders are advised to go through instructions provided at 'Instructions for online Bid Submission'.
03. Tenderers can access tender documents on the website(For searching in the NIC site <https://etender.gov.in/eprocure/app>, kindly go to Tender Search option, select tender type and select 'Council of Scientific and Industrial Research' in organisation tab and select 'IICT-Hyderabad-CSIR' in department type . Thereafter, Click on "Search" button to view all CSIR-IICT, Hyderabad tenders). Select the appropriate tender and fill them with all relevant information and submit the completed tender document online on the website <https://etender.gov.in/eprocure/app> as per the schedule given in the next page.
04. As an alternative, the bidding documents can be downloaded directly from our website [www.iictindia.org](http://www.iictindia.org) at free of cost. **No manual bids will be accepted.** All bids both Technical and Financial should be submitted in the E-procurement portal at <https://etender.gov.in/eprocure/app> only .

05. Deleted.

06. The Director, CSIR-Indian Institute of Chemical Technology, Hyderabad reserves the right to accept any or all the tenders either in part or in full or to split the order without assigning any reasons there for.

## **Controller of Stores and Purchase**

### **Instructions for Online Bid Submission**

The bidders are required to submit soft copies of their bids electronically on the CPPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPPP Portal.

More information useful for submitting online bids on the CPPP Portal may be obtained at: <https://etender.gov.in/eprocure/app>

### **REGISTRATION**

1) Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etender.gov.in/eprocure/app>) by clicking on the link "Click here to Enroll". Enrolment on the CPPP Portal is free of charge.

2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPPP Portal.

4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.

6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

## **SEARCHING FOR TENDER DOCUMENTS**

1) There are various search options built in the CPPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPPP Portal.

2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

## **PREPARATION OF BIDS**

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid,

and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

**Note:** *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

## **SUBMISSION OF BIDS**

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as “**offline**” to pay the tender fee / EMD as applicable and enter details of the instrument.

4) **Bidder should prepare the EMD/Bid Security as per the instructions specified in the tender document and attach a scanned copy of the same in the technical bid of the tender document. The original instrument should be posted/couriered/handed over to the tender issuing authority. In case the original instrument is not received before the date of opening of the bid, the uploaded bid shall be rejected, whenever applicable.**

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected. **Bidders shall fill all the cells which are designated to be filled by them. If any cell is left blank or filled with 0 (zero) then it will be presumed that all the breakups charges are included in the final bidding price.**

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.

Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9 ) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

11) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

### **ASSISTANCE TO BIDDERS**

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPPP Portal in general may be directed to the 24x7 CPPP Portal Helpdesk.

3) Tenderer are advised to follow the instructions provided in the 'Instructions to the Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://etender.gov.in/eprocure/app>.

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**CHAPTER 1**  
**INSTRUCTIONS TO BIDDERS**

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## A. Introduction

### 1.1. Eligibility Criteria

#### 1.1.1 The invitation for Bids is open to all suppliers.

**1.1.2** Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this invitation of bids.

1.1.3 Bidder should have to submit earnest money deposit (EMD) of **₹ Nil ( Rs. Nil)** in the form of Bank Guarantee as per the Bid Security Format attached herewith or demand draft drawn in favour of **“The Director, CSIR-IICT”**, on a scheduled/nationalized bank payable at Hyderabad on or before the Tender opening date and time. While submitting online tender in the CPPP Portal the scanned copy of EMD (in .pdf format) may be attached in the relevant envelope failing which the bid/tender will be liable to be rejected. **The bidder should ensure that the hard copy of EMD i.e. Original financial instrument) should reach by post or person to the of Stores and Purchase, Stores and Purchase Division, CSIR-IICT, Hyderabad, Telangana, India PIN 500007 before the tender opening schedule. Non receipt of EMD before the online bid opening may lead the bid as non-responsive. (Whenever is Applicable).**

1.1.4 The Bid is signed digitally.

1.1.5 The bidder is not from a country under sanction by United Nation/country which is prohibited by law.

1.1.6 Bidder agrees for Integrity pact- if the same is asked for.

1.1.7 Bidder is not involved in any transgressions with any other company that may impinge on the anti-corruption principle. (a disclosure is to be made by the bidder in this respect.

1.1.8 The Bid validity is as per tender validity.

1.1.8 The bidder is not debarred.

1.1.9 The bidder has provided the necessary manufacturer authorisation form.

1.1.10 The bidder agrees to the terms and conditions of the tender.

## 1.2 Cost of the Bid

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:

i) **“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;

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

### 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. Similarly voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of

debarment, an alert watch may be kept on the bidder's actions in the tender and subsequent contract.

#### 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 the 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 Bidding Documents**

1.4.1 The bidding documents can be downloaded from our Website as indicated in the Invitation for Bids/NIT or designated CPPP site 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 and Critical Date Sheet have been divided into 8 Chapters as under:

Chapter 1: Instructions to Bidder (ITB)

Chapter 2: General Conditions of Contract (GCC) and Special  
Conditions 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) Performance Statement form

(5) Deviation Statement Form

(6) Service Support details

(7) Bid form

(8) Performance Security Form

(9) Tender Acceptance Letter

(10) Acceptance Certificate Form

(11) Integrity pact

(12) Eligibility Certificate

(13) Bid Securing Declaration.

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 Bidding 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), latest by the date specified in the critical date sheet. 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.

#### **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 issuing a corrigendum. The same would also be hosted on the website of the Purchaser and the designated CPPP site. All prospective bidders are expected to surf the website before submitting their bids to take cognizance of the amendments.

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 and host the changes on the website of the Purchaser as well as the CPPP website.

### **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.** However, if Government of India makes it mandatory under Rajbhasha Adhiniyam, the views of Rajbhasha unit of CSIR may be sought..

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 and disadvantaged sections of the society and to address environmental concerns along with preferential market access in govt. procurements for Domestically Manufactured Electronic Products and Make in India Programme of Government of India.

#### 1.10. **Documents Comprising the Bid**

1.10.1 The bid is required to be submitted in two parts. One part is the Techno-Commercial Unpriced Bid and the other part is the Financial/Price Bid.

##### A. Technical bid

(a) Bidder Information Form;

(b) Declaration about abiding by the Code of Integrity for public procurement

(c) Scanned copy of Bid security as specified in the Invitation to Bids/ Bid Security Declaration if claiming EMD Exemption as per clause 1.16 and document in support of claiming for bid security exemption, if any.

(d) Service support details form;

(e) Deviation Statement Form;

(f) Technical Specification Compliance Form

(g) Performance Statement Form;

(h) Manufacturer's Authorization Form along with a certified copy of the Agency Agreement between the bidders and the Indian Agent;



- (i) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted (as per clause 1.10 and chapter 6)
- (j) Integrity Pact, if required;
- (k) Documents establishing goods eligibility and conformity to bidding documents; indicating the Indian Customs Tariff Number (ICT & HSN No.)
- (l) Schedule of requirements.
- (m) Tender Acceptance Form
- (n) Bid form
- (o) Eligibility Certificate: Documents showing the eligibility of the bidder as per the eligibility/qualification criteria.
- (p) Make in India Agreement Copy- (showing the quantity & capacity to execute the supply for the quantity mentioned in the tender), if applicable.

#### **B Price bid**

**(q) Applicable Price Schedule with the Price Indicated in BOQ in MS-Excel format.**

### **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 of the bidding documents.**

### **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:

#### **(a) 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 as per the Notification No 45/2017-Central Tax(rate) dated 14/11/2017 and Notification No 47/2017-Integrated Tax (Rate) dated 14/11/2017 issued by Government of India, Ministry of Finance( Department of Revenue) .

**Note: CSIR-IICT is a public funded national research laboratory under the aegis of Council of Scientific and Industrial Research (CSIR), Ministry of Science and Technology, Government of India, works for the cause of science and not engaged in any commercial activity.**

(iii) Whenever applicable, 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, optional items, extended warranty, AMC/CMC, site preparation and training including any incidental services, if any.

**(b) For Goods manufactured abroad**

- (i) The price of the goods, quoted on FCA (named place of delivery abroad) or FOB (named port of shipment), as specified in the price schedule form.
- (ii) The charges for insurance and transportation of the goods to the port / place of destination both by Air/Sea.
- (iii) The agency commission charges, if any.
- (iv) Wherever applicable, the cost towards the installation, commissioning, spares, optional items, extended warranty, AMC/CMC, site preparation and training including any incidental services, if any.

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

1.12.4 The bidder may please note that the details regarding customs duty, loading charges etc are only for comparison purposes to arrive at final landing price. The Purchaser reserves the right to decide about the delivery terms to be used while issuing the letter of award.

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

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

1.12.7 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.

**1.12.8 This Institute is exempted from payment of Customs Duty as per notification No.51/96 Customs. However from 1st March 2002 the Government of India has imposed an ad-valorem Customs Duty up to 5% vide Notification 24/2002–Customs on all imports covered under Notification No.51/96.**

### **1.13. Bid Currencies**

1.13.1 Prices shall be quoted in Indian Rupees for offers received for supply within India and in specified convertible foreign currency only (as available in BOQ) in case of offers received for supply from foreign countries.

### **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 bidders qualification to perform the contract if the bid is accepted shall establish to the purchasers 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 authorised by the manufacturer of the goods to quote and/or supply the goods.

(c) In case a bidder is not doing business within India, he shall furnish a certificate to the effect that the bidder is or will be represented by an agent in India equipped and able to carry out the supply, maintenance, repair obligations etc. during the warranty and post warranty period or ensure a mechanism at place for carrying out the supply, maintenance, repair obligations etc. during the warranty and post-warranty period.

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

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

- 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 :
- (a) A detailed description of the essential technical and performance characteristics of the goods;
  - (b) A list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods during the warranty period following commencement of the use of the goods by the Purchaser in the Price-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 the purpose of commentary to be furnished in pursuant to the above, the Bidder should 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 his bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

## **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.
- 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 in equivalent Foreign Currency, the BG should be issued/confirmed from any of the scheduled commercial bank in India in acceptable form, safeguarding the purchaser's interest in all respects.**

(b) A Banker's cheque or demand draft in favour of the purchaser issued by any Scheduled commercial bank in India.

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 as enumerated in instruction to bidder. Copies shall not be accepted. While submitting the online tender in the CPPP Portal the scanned copy of EMD (in .pdf format) may be attached in the relevant envelope failing which the bid/tender will be liable to be rejected.

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. **Alternatively, the BS could also be adjusted against Performance Security, if it is paid through DD/BC.**

1.16.8 Bidders who registered as MSEs and to remain registered during the tender validity period for the items they manufacture are exempted from payment of BS/EMD. Such bidder shall furnish a self certified copy of its valid registration details indicating the tendered item and the monetary limits for placement of order. The Registration certificate issued by the following authorities shall be valid for the claiming exemption of Bid Security. 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:

- 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 Alternatively, a bidder submitting the bid security as per Annexure XIII of the tender document shall be exempted from the submission of Bid Security.

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 15 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.

**1.16.10 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 **90 (Ninety) 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 (or by cable, telex, fax or e-mail). The bid security provided shall also be suitably extended. A bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

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 Bidder shall submit the bids digitally signed in two separate covers **as mentioned on CPPP Portal**. One cover shall contain Techno commercial un-priced bid and the other shall contain the priced bid as per the format specified by Ms Excel BOQ only.

## **D Submission of Bids**

## 1.19. Submission of Bids

1.19.1 The bidder shall submit the Techno Commercial Unpriced Bid and the Price/Financial Bid in two separate covers on CPPP portal as per instructions therein.

1.19.2 The **envelope containing only the EMD shall:**

(i) Be addressed to the Purchaser at the following address:

**Controller of Stores and Purchase,  
Stores and Purchase Division,  
CSIR-IICT, Tarnaka, Hyderabad,  
Telangana, India , PIN 500007**

(ii) Bear the Item Name /Reference No./ Last Date For Submission Of Tender / Date Of Opening Of Tender / Firm"s Name & Address and a statement "Do not open before Time hrs(IST) on Date." as per the NIT details.

(iii) OFFLINE Bids received through telex, Cable, Fax, e-mail or any other mode of communication will be rejected.

## 1.20. Deadline for Submission of Bids- As mentioned on CPP Portal

1.20.1 The tender has to be submitted on-line before the due date. No manual bids will be considered.

## 1.21. Late Bids

1.21.1 There is no scope of late bids in the online bidding system. Bidder should take every possible care to bid online in time

## 1.22. Withdrawal, substitution and Modification of Bids

1.22.1 The e-Procurement system in the CPP portal allows the bidders to modify and resubmit their bid documents before the 'closing date and time for bid submission' for the tender. After the closing date of bid submission, the bidders are not allowed to make any changes to their bid documents. **The System will overwrite the old bids and only the latest uploaded document is retained. Even for resubmitting even a single document, the entire packet is to be resubmitted.**

1.22.2 Any Bidder who submits additional documents/modifies the bid during the process of bid evaluation shall be liable to get their bid cancelled if the original bid does not contain the modified document.

## E. Opening and Evaluation of Bids

### 1.23 Opening of Bids by the Purchaser

1.23.1 The online bid will be opened by a committee duly constituted for this purpose. Online bids (complete in all respect) received along with EMD (if any) will be opened as mentioned at "Annexure: Schedule cum Critical Date Sheet" in presence of bidders representative if available. Only one representative will be allowed to participate in the tender opening. Bid received without EMD (if present) will be rejected straight way. The technical bid will be opened online first and it will be examined by a technical committee (as per specification and requirement). The financial offer/bid will be opened only for the offer/bid which technically meets all requirements as per the specification, and will be opened in the presence of the vendor's representatives subsequently for further evaluation. The bidders if interested may participate on the tender opening Date and Time. The bidder should produce authorization letter from their company to participate in the tender opening.

1.23.2 The Bidders' representatives who are present shall sign the **attendance sheet** evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time and location on the next working day.

**1.23.3 If in response to our TWO BID enquiry, a single combined bid is submitted, it will be rejected straightway. If "PRICE BID" has been found uploaded in the cover marked "TECHNICAL BID", then bid shall be rejected straightway.** So bidder is requested to upload the right document in right cover carefully.

### 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; & Chapter 6.

(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 liable to be treated as unresponsive and ignored. The following are some of the important points, for which a tender may be declared as nonresponsive and to be ignored, during the initial scrutiny:

(i) The Bidder is not eligible.

(ii) The Bid validity is shorter than the required period.

(iii) The Bidder has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer.

(iv) Bidder has not agreed to give the required performance security.

(v) The goods quoted are sub-standard, not meeting the required specification, etc.

(vi) Against the schedule of Requirement (incorporated in the tender enquiry), the bidder has not quoted for the entire requirement as specified in that schedule.

(vii) The bidder has not agreed to some essential condition(s) incorporated in the tender enquiry.

(viii) The Payment Terms & the warranty period of the tender and offer are different.

(ix) Bidder has not provided documentary evidence of the mentioning the qualification criteria.

## **1.27 Bidder's right to question rejection.**

1.27.1 A tenderer 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. The tenderer is to be permitted to send his representation in writing. Bidding documents should explicitly mention the name, designation and contact details of officers nominated to receive representations in this regard. But, such representation has to be sent within 10(ten) days from the date of LoA. The Procuring Entity should ensure a decision within 15 (fifteen) days of the receipt of the representation. Only a directly affected bidder can represent in this regard:

- i) Only a bidder who has participated in the concerned procurement process i.e. prequalification, 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/ Financial bids, an application for review in relation to the technical/financial bid may be filed only by a bidder 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 Procuring Entity 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** (a) The evaluation report after each stage shall be published on the CPP Portal/ IICT website. The vendors may represent if they feel evaluation has not been done properly citing reasons and indicating the documents that have been already submitted in the bid. Any new document and information provided at this stage that not submitted in the original bid may be treated as modification to the original bid and shall

not be considered. Further, Purchaser may invoke the provision of the amendment to the bid as per clause 1.22 and cancel the bid.

- (b) 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 ten days from the date of PO.

### **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:

**BOQ in Ms-Excel format is asked in the Price Bid in the 2<sup>nd</sup> Cover**

**The online system generates the comparative chart from the BoQ uploaded by the bidders. If the Bidder makes any mistake in the Sheet Name or any of the values, then the system will not be able to read the data from the BoQ uploaded and hence may get missed out from the Comparative Chart. The Purchaser may take a decision to accept or reject that depending on the nature of mistake and regenerate the Comparative chart manually and upload this comparative chart along with the Financial Summary which can be seen by the General Public.**

**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 in the case of single part bidding and the rates prevalent on the date of opening of the price bids 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.

**1.32 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, optional items, extended warranty, AMC/CMC, site preparation and training including any incidental services, if any.

**For goods manufactured abroad**

- (i) The price of the goods, quoted on FCA (named place of delivery abroad) or FOB (named port of shipment), as specified in the bidding document.
- (ii) The charges for insurance and transportation of the goods to the port/place of destination.
- (iii) The agency commission etc., if any.
- (iv) Wherever applicable, the cost towards the installation, commissioning, spares, optional items, extended warranty, AMC/CMC, site preparation and training including any incidental services, if any.

1.32.4 The comparison between the indigenous and the foreign offers shall be made on FOR destination basis and CIF/CIP basis respectively. However, the CIF/CIP prices quoted by any foreign bidder shall be loaded further as under:

- (a) Towards customs duty and other statutory levies—as per applicable rates.
- (b) Towards custom clearance, inland transportation etc. 2% of the CIF/CIP value.

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

1.32.5 Orders for imported stores need not necessarily be on FOB/FCA basis rather it can 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.

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

1.32.7 The GCC and the SCC shall specify the mode of transport i.e., whether by air/ocean/road/rail.

1.32.8 In case optional items are specified in the tendered specifications under two-bid system, the purchaser reserves the right to buy or not to buy the optional items. In case, the option is exercised to buy the optional items it will be decided at the time of technical bid evaluation with reasons to be recorded in writing. The cost of the optional items would be included to ascertain the lowest evaluated responsive bid after the price bids are opened. In case, the option is exercised not to buy the optional items, then the cost of the optional items would not be included in ascertaining the lowest evaluated responsive bid.

Note: Bidders not quoting for the optional items entail the risk of their offer being summarily ignored on the event the purchaser decides to buy the optional items after tender opening.

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

### **1.33 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.

### **1.34 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        There shall not be any negotiation normally. Negotiations, if at all, shall be an exception and only in the case of item(s) with limited source of supply. Negotiations shall be held with the lowest evaluated responsive bidder. Counter offers tantamounts 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 1.38, 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 without any change in unit price or other terms and conditions. Further, at the discretion of the purchaser, the quantities in the contract may be enhanced/reduced by 25 per cent at the time of award of the contract.

### **1.38 Purchaser's right to accept any bid and to reject any or all bids**

1.38.1        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.

### **1.39 Notification of Award**

1.39.1        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 fax or email that the bid has been accepted and a separate purchase order shall follow through post. The Purchaser will also host the award of contract on the CPP Portal and can be seen at "Result of Tenders" and the AOC summary and the purchase order can be accessed using the Tender ID reference.

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



1.39.3 Upon the successful bidder's furnishing of the signed contract form and performance security pursuant to ITB Clause 1.42, the purchaser will promptly notify each unsuccessful bidder and will discharge its bid security.

#### **1.40 Signing of Contract**

1.40.1 Promptly after notification, the purchaser shall send the successful bidder the agreement/PO and host it in the designated CPP website.

1.40.2 Within 21 (twenty one) days of date of the agreement, the successful bidder shall sign, date, and return it to the purchaser.

#### **1.41 Order Acceptance**

1.41.1 The successful bidder should submit order acceptance within 15 (fifteen) days from the date of issue, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited pursuant to clause 1.16.9 of ITB.

1.41.2 The order confirmation must be received within 15 (fifteen) 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 is not received, the contract shall be cancelled and limited tenders irrespective of the value shall be invited from the responding firms after forfeiting the bid security of the defaulting firm, where applicable, provided there is no change in specifications. In such cases the defaulting firm shall not be considered again for re-tendering in the particular case.

#### **1.42 Performance Security**

1.42.1 Within 21 (twenty one) 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 (sixty) days after the warranty period. Alternatively, the PS may also be submitted at the time of release of final payment in cases where part payment is made against delivery and part on installation. The PS, where applicable, shall be submitted in advance for orders where full payment is to be made on Letter of Credit (L/C) or on delivery. In this case, submission of PS at the time of negotiation of documents through bank would be stipulated as a condition in the L/C and the BS should be kept valid till such time the PS is submitted.

1.42.2 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.

- 1.42.3 The performance Security shall be denominated in Indian rupees for the offers received for supplies within India and denominated in either the currency of the contract or in INR in the case of offers received for supply from foreign countries.
- 1.42.4 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 authorised dealer/bidder.
- 1.42.5 The performance security shall be in one of the following forms:
- (a) A Bank guarantee or stand by Letter of Credit issued by a Nationalised/Scheduled bank located in India or a foreign bank with preferably its operating branch 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 purchaser.
- 1.42.6 The performance security will be discharged by the Purchaser and returned to the supplier not later than 60 (sixty) 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.
- 1.42.7 In the event of any contract amendment, the supplier shall, within 21 (twenty one) 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 (sixty) days thereafter.
- 1.42.8 The order confirmation should be received within 15 (fifteen) days from the date of notification of award. 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 is not received, the contract shall be cancelled and limited tenders irrespective of the value would be invited from the responding firms after forfeiting the bid security of the defaulting firm, where applicable provided there is no change in specifications. In such cases the defaulting firm would not be considered again for re-tendering in the particular case.
- 1.42.9 Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, 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.

#### **1.43 Option Clause**

The purchaser reserves the right to increase the ordered quantity by 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).

**CHAPTER-2**  
**CONDITIONS OF CONTRACT**  
**A GENERAL CONDITIONS OF CONTRACT**  
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## 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 thereto.
- (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 fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) "GCC", mean 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) "Sub-contractor", 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 No. 2, Rafi Marg, New Delhi - 110001, India and the "Purchaser", means any of the constituent Laboratory/Institute of the Council situated at any designated place in India as specified in SCC.

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

(n) "CPPP" means Central Public Procurement Portal. The CPPP website [www.etenders.gov.in](http://www.etenders.gov.in) has been the designated e-procurement website of Council of Scientific & Industrial Research (CSIR) and its Laboratory/Institute of the Council.

## **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 Fraud and Corruption**

2.3.1 The purchaser requires that bidders, suppliers, contractors and consultants, if any, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy,

(a) The terms set forth below are defined as follows:

(i) "Corrupt practice", means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

(ii) "Fraudulent practice", means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

(iii) "Collusive practice", means a scheme or arrangement between two or more bidders, with or without the knowledge of the borrower, designed to establish bid prices at artificial, non competitive levels; and

(iv) "Coercive practice", means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

(b) The purchaser will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;

## **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 fulfilment 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 (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 such proceedings or claim.

### **2.13 Performance Security**

2.13.1 Within 21 (twenty one) days of receipt of the notification of award/PO, the Supplier shall furnish performance security in the amount specified in SCC, valid till 60 (sixty) days after the warranty period. Alternatively, the PS may also be submitted at the time of release of final payment in cases where part payment is made against delivery and part on installation. The PS, where applicable, shall be submitted in advance for orders where full payment is to be made on Letter of Credit (L/C) or on delivery. In this case, submission of PS at the time of negotiation of documents through bank would be stipulated as a condition in the L/C and the BS should be kept valid till such time the PS is submitted.

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.

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 authorised dealer/bidder.

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

(a) A bank guarantees or stand by Letter of Credit issued by a Nationalised/Scheduled bank located in India or a bank located abroad in the form provided in the bidding documents.

Or

(b) A Banker's cheque or Account Payee demand draft in favour of the purchaser.

2.13.6 The performance security will be discharged by the Purchaser and returned to the Supplier not later than 60 (sixty) 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 (twenty one) days of receipt of such amendment, furnish the amendment to the performance security, rendering the same validity for the duration of the contract, as amended for further period of 60 (sixty) days thereafter.

2.13.8 The order confirmation should be received within 15 (fifteen) days from the date of notification of award. 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 is not received, the contract shall be cancelled and limited tenders irrespective of the value would be invited from the responding firms after forfeiting the bid security of the defaulting firm, where applicable provided there is no change in specifications. In such cases the defaulting firm would not be considered again for re-tendering in the particular case.

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

2.16.3 The mode of transportation shall be as specified in SCC.

## **2.17 Insurance**

2.17.1 Should the purchaser elect to buy on CIF/CIP basis, the goods supplied under the contract shall be fully insured in Indian rupees against any loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in SCC up to the final destination i.e. CSIR-IICT Hyderabad.

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

2.17.3 Where delivery is on FOB/FCA basis, insurance would be the responsibility of the purchaser.

2.17.4 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 Where the supplier is required under the contract to deliver the goods FOB, transport of the goods, up to and including the point of putting the goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the contract price. Where the Supplier is required under the contract to deliver the goods FCA, transport of the goods and delivery into the custody of the carrier at the place named by the purchaser or other agreed point shall be arranged and paid for by the supplier, and the cost thereof shall be included in the contract price.

2.18.2 Where the supplier is required under the contract to deliver the goods CIF/CIP, transport of the goods to the port of destination or such other named place of destination in the purchaser's country, as shall be specified in the contract, shall be arranged and paid for by the supplier, and the cost thereof shall be included in the contract price.

2.18.3 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 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 thirty six 36 (thirty six) 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 42 (forty two) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

2.21.3 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.

2.21.4 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.

2.21.5 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.

2.21.6 Goods requiring warranty replacements must be replaced on free of cost basis to the purchaser. During the period of warranty the bidder shall depute their service engineer at least once in 3 months for preventive maintenance checkups. Any calibration/software integration needed during the warranty shall be done free of cost. Please note that the warranty covers all the supplied equipment/spares/accessories. The bidder need to ensure that the warranty period covers all the accessories. Any Bidder quoting different warranty period for the main equipment and accessories are liable to get their bid unresponsive.

2.21.7 During the period of warranty – the components that need replacements/repair shall be made free of cost including all costs up to FOR CSIR-IICT basis. Necessary documentation can be provided by CSIR-IICT. Any expenses

towards taxes, duties, transportation and customs clearance etc., for the replaced components needs to be included while quoting for the item.

## **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 fulfilment of other obligations stipulated in the contract.

2.22.3 Payments shall be made promptly by the Purchaser but in no case later than 30 (thirty) days after submission of the invoice or claim by the Supplier.

2.22.4 The Supplier must produce the following certificate on their invoice while preferring any claim.

The payment being claimed is strictly within terms of the contract and all obligations on the part of the supplier for claiming this payment have been fulfilled as required under the contract.

2.22.4 Payment shall be made in currency as indicated in the contract.

## **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) Drawings, designs, or specifications, where goods to be furnished under the contract are to be specifically manufactured for the Purchaser;
- (b) The method of shipping or packing;
- (c) The place of delivery; and/or
- (d) The Services to be provided by the Supplier.
- (e) The delivery schedule.

2.23.2 If any such change causes an increase or decrease in the cost of, or the time enquired for the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or

both, and the contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within 15 (fifteen) days from the date of the Supplier's receipt of the Purchaser's change order.

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 During the performance of the Contract, at any given point of time the Supplier or his 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 penalty, 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 penalty pursuant to penalty clause of the GCC unless an extension of time is agreed upon pursuant to above clause without the application of penalty clause.

## **2.27 Penalty clause**

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 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. The SCC shall also indicate the basis for ascertaining the value on which the penalty shall be applicable.

## **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 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 as defined in GCC clause on fraud or corruption 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) 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, penalty 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 In case if a Force Majeure situation crops up, the supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 21 (twenty one) 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 (sixty) days, either party may at its option terminate the contract without any financial repercussions on either side.

### **2.30 Termination for Insolvency**

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

### **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 (thirty) 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 In case if the parties fail to resolve their dispute or difference in 21 (twenty one) days, 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) In case of dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director General, Council of Scientific & Industrial Research and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.
- (b) In the case of a dispute between the purchaser and a foreign supplier, the dispute shall be settled by arbitration. In accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

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

(b) 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 ESIC, IT, etc.) wherever applicable as per extant rules.

**2.36.5** This institute is eligible for concessional GST @5% vide notification no 45/2017 & 47/2017 both dated 14/11/2017 for all supplies within India..

2.36.6 If the supply is from abroad this institute is permitted to import goods with a concessional duty of 5 per cent as per notification No.51/96 – Customs and ZERO duty of IGST 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 Supplier is solely responsible for the construction of the equipment sites in compliance with the technical and environmental specifications. 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 Integrity Pact**

2.40.1 As per the directives of the Central Vigilance Commission all organisations including CSIR labs./institutes have to adopt an Integrity Pact (IP) to ensure transparency, equity and competitiveness in major public procurement activities. The integrity pact envisages an agreement between the prospective bidders/vendors with the buyer committing the persons/officials of both the parties with the aim not to exercise any corrupt influence on any aspect of the contract. Only those bidders/vendors who are willing to enter in to such an integrity pact with the purchaser would be competent to participate in the bidding.

2.40.2 Integrity Pact also envisages Panel of Independent External Monitors (IEMs) which shall be provided/recommended by CSIR/its labs and institutes with the approval of by CVC.

2.40.3 The integrity pact would be effective from the date of invitation of bids till complete execution of the contract.

2.40.4 The SCC shall specify whether there is a need to enter into a separate integrity pact or not. The model format of integrity pact (IP) is at Chapter-8.

#### **2.41 Import and Export Licenses**

2.41.1 If the ordered materials are covered under restricted category of Exim policy in India the vendor /agent may intimate such information for obtaining a necessary license in India.

2.41.2 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.

#### **2.42 Risk Purchase Clause**

2.42.1 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.

## **B SPECIAL CONDITIONS OF CONTRACT**

### **Table of Contents**

<b><u>Sl. No.</u></b>	<b><u>GCC Clause</u></b>
01.	GCC 2.1.1 (l)
02.	GCC 2.1.1 (m)
03.	GCC 2.13.1
04.	GCC 2.15.2
05.	GCC 2.16.1
06.	GCC 2.16.3
07.	GCC 2.17.1
08.	GCC 2.21.3
09.	GCC 2.22.1
10.	GCC 2.27.1
11.	GCC 2.27.1
12.	GCC 2.34.1
13.	GCC 2.35.1
14.	GCC 2.40.3

### 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.

GCC 2.1.1(l)	The Purchaser is: The Director, CSIR-Indian Institute of Chemical Technology, Tarnaka, Uppal Road, Hyderabad: 500 007, Telangana, India.
GCC 2.1.1(m)	The final destination is: CSIR-Indian Institute of Chemical Technology, Tarnaka, Uppal Road, Hyderabad: 500 007, Telangana, Republic of India.
GCC 2.13.1	The amount of the performance security shall be 10 per cent of the contract value.
GCC 2.15.2	<p>The marking and documentation within and outside the packages shall be:</p> <p>(a) Each package should have a packing list within it detailing the part No(s), description, quantity etc.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p>
GCC 2.16.1	<p>Details of shipping and other documents to be furnished by the supplier are:</p> <p><b>For goods manufactured within India</b></p> <p>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.</p>



	<p>(a) Two copies of Supplier's Invoice indicating, <i>inter-alia</i> description and specification of the goods, quantity, unit price, total value;</p> <p>(b) Packing list;</p> <p>(c) Certificate of country of origin;</p>
GCC 2.16.1	<p>(d) Insurance certificate, if required under the contract;</p> <p>(e) Railway receipt/Consignment note;</p> <p>(f) Manufacturer's guarantee certificate and in-house inspection certificate;</p> <p>(g) Inspection certificate issued by purchaser's inspector, if any; and</p> <p>(h) Any other document(s) as and when required in terms of the contract.</p> <p><b>Note:</b></p> <p>01. The nomenclature used for the item description in the invoice(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).</p> <p>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</p> <p><b>For goods manufactured abroad</b></p> <p>Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by Registered Post/courier and copies thereof by fax /email.</p> <p>(a) Two copies of supplier's invoice giving full details of the goods including quantity, value, etc.;</p> <p>(b) Packing list;</p>

	<p>(c) Certificate of country of origin;</p> <p>(d) Manufacturer's guarantee and inspection certificate;</p> <p>(e) Inspection certificate issued by the purchaser's inspector, if any;</p> <p>(f) Insurance certificate, if required under the contract;</p> <p>(g) Name of the vessel/carrier;</p> <p>(h) Bill of Lading/Airway Bill;</p> <p>(i) Port of Loading;</p>
GCC 2.16.1	<p>(j) Date of Shipment;</p> <p>(k) Port of Discharge &amp; expected date of arrival of goods; and</p> <p>(l) Any other document(s) as and when required in terms of the contract.</p> <p><b>Note:</b></p> <p>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).</p> <p>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.</p>
GCC 2.16.3	<p>In case of supplies from within India, the mode of transportation shall be by Air/Rail/Road.</p> <p>In case of supplies from abroad, the mode of transportation shall be by Air.</p>
GCC 2.17.1	<p>The insurance shall be for an amount equal to 110 per cent of the CIF/CIP value of the contract from the warehouse of the bidder to IICT, Hyderabad including the installation and commissioning of the item on "all risk basis" including war, strikes, riots and civil commotion.</p>

GCC 2.21.3	<b>Warranty period shall be minimum of <u>36 months</u> from the date of installation, commissioning and handing over of the system.</b>
GCC2.22.1	<p>The method and conditions of payment to be made to the Supplier under this contract shall be as follows:</p> <p><b>Payment for Goods supplied from abroad:</b> Payment of foreign currency portion shall be made in currency of the contract in any manner without the Letter of Credit. IICT prefers:</p> <p>(a) Eighty (80) per cent of the contract price of the goods shipped shall be paid on delivery &amp; inspection of the equipments as per the invoice and a certificate issued by the vendor and the user certifying that the goods have been received upon submission of documents specified in GCC Clause 2.16.</p> <p>(b) <b>On Acceptance:</b> 20 (twenty) per cent of the contract price of goods received shall be paid within 30 (thirty) days of receipt of the goods and successful installation and commissioning upon submission of claim supported by the acceptance certificate issued by the purchaser along with the performance security, if any.</p>
GCC 2.22.1	<p>Payment of local currency portion shall be made in Indian rupees within 30 (thirty) days of presentation of claim supported by a certificate from the purchaser declaring that the goods have been delivered and that all other contracted Services have been performed.</p> <p><b>Payment for Goods and Services supplied from India:</b></p> <p>The payment shall be made in Indian Rupees, as follows:</p> <p>(a) <b>After shipment :</b> Eighty (80) per cent of the contract price shall be paid on receipt of the goods in good condition and upon submission of the documents specified in GCC Clause 16.1</p> <p>(b) <b>On Acceptance:</b> The remaining twenty (20) per cent of the contract value shall be paid to the supplier within thirty (30) days after the date of the acceptance certificate issued by the purchaser subject to submission of performance security, if any.</p> <p><b>Note:</b> All payments due under the contract shall be paid after deduction of statutory levies at source (like ESIC, Income Tax,</p>

	etc.), wherever applicable.
GCC 2.27.1	The penalty shall be 0.5 per cent 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 per cent The liquidated damages shall be levied on the delivered price of the delayed goods or unperformed services or contract value.
GCC 2.34.1	The place of jurisdiction is Hyderabad, Telangana, Republic of India.
GCC 2.35.1	For notices, the Purchaser's address is Attention: The Director Location: CSIR-Indian Institute of Chemical Technology Tarnaka, Uppal Road, Hyderabad: 500 007, Telangana, Republic of India
GCC 2.35.1	Telephone: +91-40-27193228 (Direct), 040-27193111 Electronic mail address: cosp@iict.res.in; csiriicthyd@csiriict.in
GCC 2.40.3	The integrity pact is not to be signed. However, efforts must be made to realize the objectives and spirits thereof.

**CHAPTER 3**

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

**SCHEDULE OF REQUIREMENT**

Sl. No	Brief Description of goods and services with HSN/ITC	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)

Term of delivery: FOB/FCA/CIF/CIP : .....

Period of delivery shall count from : .....

(to be filled by the bidder)

Scope of Supply : .....

Standards : .....

Training requirement : .....

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

Date: .....

Place: .....

**Signature of the Bidder**

**PS:** Authorisation standards that ensure at least a equivalent quality than the standard mentioned in the Technical Specification, will also be acceptable.

## CHAPTER 4

### Specifications and Allied Technical Details

4.1 Fully Automated Fermenter customized to operate also as photobioreactor with data acquisition and software control with the following specifications:

**Vessel:** Dish bottom borosilicate double jacketed glass vessel with 316 L Stainless Steel Head plate, Vessel stand, Agitation Motor (magnetic drive), Jacket water heater, RTD Probe, Baffle assembly, Two Rushton Impellers, Exhaust Condenser, Sterile sampler, Tri-port adapter, Septum kit, Liquid addition tube & Head plate adapter, two addition bottles & tubing.

**Reactor capacity:** Vessel total volume of 14 L with 4-10 L of working volumes and capability to operate with both microbial culture and algal cultures.

**Scalability:** System should be scalable from 1L to 14L standalone vessel and compatible with wide variety of autoclavable and single-use/disposable vessels. System should be compatible with twenty four (24) interchangeable autoclavable vessels, of heat blanketed and water jacketed vessel types as well as single use solid-rigid wall stirred tank vessels including cell culture, packed bed, and fermentation 1L to 14L variants. System should be scalable upto 40 L with single use disposable vessels

**Lighting enclosure:** LED enclosure with RGB and orange led lights with respective wavelengths and programmable day/night control and monitoring. Illumination range of 300  $\mu\text{mol}/\text{m}^2/\text{sec}$  photosynthetically active radiation (PAR). System should be able to generate active PAR i.e. visible light spectrum from 400-700nm range approximately mimicking sunlight. Alternating lights capable of actinic and diurnal lights with full spectrum of visible light, RGB and orange spectral wavelengths. The lighting system should not affect the temperature of the fermenter at higher light intensities. The actinic lights and pulsating lights must be programmable and match with the diurnal and nocturnal rhythms of algal cultures.

**Agitation/Mixing:** The system should be supplied with six bladed rushton impeller along with removable stainless steel baffles for fermentation system. Besides rushton, pitched blade, marine impeller & spin filter for micro carrier based culturing should be available as an option

**In-situ Heating and cooling systems:** The system should be supplied with utilities for fermenter such as, Autoclave, Compressor and Chiller for temperature and gas control. The temperature range for operations must be controlled via hot water jacket inlet and chiller inlet loop connections.

**Pump:** System should be supplied with three front-mounted fixed-speed pumps with industry-standard easy load pump heads for convenient liquid addition/ removal, could be used in fixed speed & % Pulse Width Mode (PWM) mode (30 RPM). System should additionally equipped with provision to accommodate up to 3 more variable speed drive pumps externally

**Process operation:** The system should be a compact benchtop bioreactor capable of batch, fed-batch, continuous and perfusion processes. It should be possible to use the same system for both fermentation as well as algal cell culture with ease of operation and maneuvering without much difficulty. System should have built in programmable processes for batch/fed batch modes and offer process control for microbial and cell culture applications at the touch of a button.

**Reactor Design and sterilization:** Vessel should have hemi-spherical vessel nest design for minimum footprint. Controller should be with a minimal footprint, about 10 in (25 cm) wide or less. The autoclavable glass vessels should have about 10 head plate ports

**Process monitoring:** The system should be provided with two flexible universal connections for analog or digital sensors of ISM type (Intelligent Sensor Management). System should be supplied with ISM pH sensor and polarographic DO sensor. pH control range should be from 2 - 12. DO control range should be from 0 - 200%. It should be possible to control the temperature from 5°C above coolant temperature to 65°C above ambient (0°C - 80°C maximum). Redox sensor (ISM type) with a control range from -2000mV to +2000mV should be available as an option. CO<sub>2</sub> sensor with a control range of 0 - 100% should be available as an option. System should be equipped to view the entire process on system controller screen with expanded trend screen for up to 8 values/parameters. The system should be provided with connections for interchangeable direct and magnetic drive motors; magnetic drive capable of clockwise and counter clockwise rotation for simplified impeller selection. The motor speed should be in the range of 25-1200 rpm for direct drive. System should be supplied with 1 Mass Flow Controller (0.4 – 20 SLPM) with 4 inlet gas mix and control channels along with sparger. Automatic gas mixing algorithms for simplified control, and User-defined DO cascades should be available for process flexibility

**Power requirements:** System should be built in with three user-defined analog input/output connections to select between 0-5V, 0-10V, and 4-20 mA depending on the device.

**Software control and Data Acquisition:** The system should be supplied with minimum 2 USB ports; 3 Analog Input/Output modules and ethernet connectivity for simultaneous control of up to 8 systems via SCADA software and IP network for remote monitoring. Every system should be with its own Operators' Interface Terminal (OIT). Easy-to-read integrated touchscreen monitor should be

available. System should come with IP21 rated enclosure for protection of sensitive electronics and ease of operation and cleanability. Repetitive data monitoring and acquisition with duplicates.

### **Warranty/Credibility**

- The vendor must provide minimum 4 order copies of quoted model
- List of Indian users for similar products must be enclosed.
- Enclose a certificate from at least three Indian users working in Biochemical engineering/Fermentation related work for the same equipment from National Laboratories/Institutions to the effect that they are satisfied with the equipment performance and service of the supplier from at least one year from date of purchase.
- Letter from original equipment supplier must be enclosed to the effect that the equipment to be supplied are based on their latest proven technology and they will support the equipment for a period of 5 years after the expiry of warranty (total 7 years from date of installation).
- The quotation for spare vessel of 3-5L working volume and all accessories that can minimize the down time.
- **3 years warranty**



## **CHAPTER 5**

### **Price Schedule Forms**

**5.1 As per BOQ Attached with the tender.**

## CHAPTER 6

### Qualification Requirements

**The bidder shall furnish documentary evidence to demonstrate that the bidder satisfies the following bidders' eligibility criteria and Pre-Qualification Requirement.**

- 6.1.1 The Bidder should be a manufacturer or a dealer/agent/representative specifically authorised by the manufacturer to quote on their behalf for this tender as per manufacturer authorisation form and Indian agents of foreign principals, if any who must have designed, manufactured, tested and supplied the equipment(s) similar to the type specified in the "Technical Specification". The MAF must be enclosed with the technical bid. Such equipments must be of the most recent series/models incorporating the latest improvements in design. The models should be in successful operation for at least one year as on date of Bid Opening.
- 6.1.2 The bidder should have executed atleast one similar order(s) successfully during the preceding three financial years. The details should be incorporated in **the performance statement form** along with documentary evidence.
- 6.1.3 Details of service support facilities that would be provided after the warranty period should be submitted in the **Service Support Details Form**. The bidder must have one support service facility at Hyderabad and should be in a position to attend to the system within 24 hours of lodging a call for service.
- 6.1.4 Certificate that the supplied items are new, unused and are of the latest technological advancement. Further in the event of technological obsolescence, the bidder must undertake to provide spare parts for a period of 7 years from the date of obsolescence.
- 6.1.5 In the case of a Bidder not doing business in India, the Bidder is/or will be (if successful) represented by an Agent in India who shall be equipped and able to carry out the Supplier's maintenance, repairs and spare parts, stocking obligations prescribed by the conditions of the contract/purchase order.
- 6.1.6 Bidders who meet the criteria given above are subject to be disqualified, if they have made untrue or false representation in the forms, statements and attachments submitted in proof of the qualification requirements or have a record of poor performance, not properly completing the contract, inordinate delays in completion or financial failure, etc.
- 6.1.7 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.
- 6.1.8 The Bidder should not have been referred to BIFR (Board for Industrial & Financial Reconstruction) or declared bankrupt by any statutory body.

**6.1.9** Either the Indian Agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. However, the offer of the Indian Agent should also accompany the authorization letter from their principal. Further, to maintain sanctity of tendering system one Indian agent cannot represent two different foreign principals in one tender. The bidder should agree to the terms and condition of the buyers.

**6.1.10 Enlistment of Indian Agents: Where ever foreign purchases involved:-**

1. Need of a certified copy of the agency agreement between the principal and the agent.

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

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

**6.1.12** The vendor must fulfil the above pre-qualification conditions. Technical bid of vendors fulfilling the pre-qualification conditions will only be evaluated by the duly constituted technical evaluation committee. Bid of vendors not fulfilling the Eligibility– Criteria and Pre Qualification requirements given above will be summarily rejected. Undertaking for subsequent submission of any of the above documents will not be entertained under any circumstances.

**6.1.13** Applicability to Make In India : Only those Bidders who have valid Make In India agreement/programme and who while meeting all other criteria above shall be considered under the Make In India provisions.

## 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

### Other Standard Forms

(To be enclosed as indicated below)

#### Table of Contents

Sl. No.	Name
01.	Bidder Information Form (to be enclosed with the technical bid)
02.	Manufacturers' Authorization Form (to be enclosed with the technical bid)
03.	Bid Security Form (to be enclosed with the technical bid)
04.	Performance Statement Form (to be enclosed with the technical bid)
05.	Deviation Statement Form (to be enclosed with the technical bid)
06.	Service Support Detail Form (to be enclosed with the technical bid)
07.	Bid Form (to be enclosed with the priced bid)
08.	Performance Security Form (to be enclosed with the technical bid)
09.	Acceptance Certificate Form (to be enclosed with the technical bid)
10.	Integrity Pact (to be enclosed with the technical bid)/Declaration about abiding by the Code of Integrity for Public Procurement.
11.	Tender of Acceptance Form
12.	Schedule of Requirements (as per chapter 3)
13.	Eligibility Certificate.
14.	Bid Security Declaration.

**Note:** Please refer clause 1.9.1 of the bidding documents for other documents to be attached with the bids/offers.

### 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.	<p>Bidder's Authorized Representative Information</p> <p>Name: [insert Authorized Representative's name]</p> <p>Address: [insert Authorized Representative's Address]</p> <p>Telephone/Fax numbers: [insert Authorized Representative's telephone/fax numbers]</p> <p>Email Address: [insert Authorized Representative's email address]</p>
07.	<p>Attached are copies of original documents of: [check the box(es) of the attached original documents]</p> <p>Articles of Incorporation or Registration of firm named in 1, above.</p>

Signature of Bidder \_\_\_\_\_

Name \_\_\_\_\_

Business Address \_\_\_\_\_

**MANUFACTURERS' AUTHORISATION FORM**

*[The Bidder shall ensure that the Manufacturer shall 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].*

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 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]*



**BID SECURITY FORM**

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.
- (2) If the tenderer having been notified of the acceptance of his tender by the purchaser during the period of its validity:-
- (3) If the tenderer fails to furnish the performance security for the due performance of the contract.
- (4) Fails or refuses to accept/execute the contract.

We undertake to pay the purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both 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 and any demand in respect thereof should reach the Bank not later than the above date.

\_\_\_\_\_  
(Signature of the authorized officer of the Bank)

Name and designation of the officer

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

**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.

**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 satisfactorily? (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:

**DEVIATION STATEMENT FORM**

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

<b>Sl. No.</b>	<b>Name of Specifications/ Parts / Accessories of Tender Enquiry</b>	<b>Specifications of Quote Model/Part/ Accessory</b>	<b>Compliance Whether Yes or No</b>	<b>Deviation, if any to be indicated in unambiguous terms (The compliance/ Deviation should be supported by relevant Technical Literature)</b>	<b>Technical Justification for the Deviation, if any. If specification is superior/inferior than asked for in the enquiry, it should be clearly brought out in the justification</b>
	<b>Technical deviations</b>				
	<b>Commercial deviations</b>				

**Signature of the Bidder**

- ✓ If the bidder offers more than one model, then the Compliance Statement must be enclosed for each and every model separately.
- ✓ The technical and commercial deviations should be indicated separately.
- ✓ If the bidder fails to enclose the compliance statement, his bid is likely to be rejected.

Place:

Date:

Signature and seal of the

Manufacturer/Bidder

**NOTE:**

- 1) Where there is no deviation, the statement should be returned duly signed with an endorsement indicating “No Deviations”.

## Annexure-VI

## SERVICE SUPPORT DETAIL FORM

Sl. No.	Nature of training Imparted	List of similar type of equipments 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-VII****Bid Form**

- a) *[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:

**Discount:** If our bid is accepted, the following discount 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 20.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 24.1, 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 41 and GCC Clause 13 for the due performance of the Contract;

(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.”)



- (k) 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.
- (l) 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-VIII**

**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 Bank and address of the Branch

**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-IX****TENDER ACCEPTANCE LETTER  
(To be given on Company Letter Head)****Date:****To,**


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**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 hereby 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 form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

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

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

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

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/ organisation 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)**

**Annexure-X****ACCEPTANCE CERTIFICATE FORM**

( to be provided for claiming the final payment after completion of the order  
in the company Letter Head/ with seal)

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) PO No. \_\_\_\_\_ Date \_\_\_\_\_
- (b) Description of the equipment \_\_\_\_\_
- (c) Name of the consignee \_\_\_\_\_
- (d) Scheduled date of delivery as per PO. \_\_\_\_\_
- (e) Actual date of receipt of consignment \_\_\_\_\_
- (f) Scheduled date for completion of installation/commissioning \_\_\_\_\_
- (j) Actual date of completion of installation/commissioning \_\_\_\_\_
- (g) Training Starting Date \_\_\_\_\_
- (h) Training Completion Date \_\_\_\_\_
- (i) Names/Number of People Trained \_\_\_\_\_
- (k) Penalty for late delivery Rs. \_\_\_\_\_
- (l) Penalty for late installation Rs. \_\_\_\_\_

(m) Reason for Late delivery/Installation

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

<b>Sl. No.</b>	<b>Description</b>	<b>Amount to be recovered</b>
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03.	The acceptance test has been done to our entire satisfaction. The supplier has fulfilled his contractual obligations satisfactorily. The warranty period shall start from _____ ( mention the date).	
-----	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--

04	The delay in delivery and installation is due to the beyond the control of the supplier and we recommend not to levy the penalty.	
----	-----------------------------------------------------------------------------------------------------------------------------------	--

05.	The supplier has failed to fulfil 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. 2.

For Supplier

For Purchaser

Signature .....

Signature.....

Name .....

Name.....

Designation.....

Designation.....

Name of the firm.....

Name of the .....

Lab./Instt.

Date .....

Date.....

**Format of the Integrity Pact**  
**INTEGRITY PACT**  
 Between

Council of Scientific & Industrial Research (CSIR) 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)/Contractor(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**

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 (three) years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

### **Section 6 – Equal treatment of all Bidders/Contractors/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) 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 signed 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  
Bidder/Contractor)

(Office Seal)

Place.....

Date.....

(For & On behalf of

(Office Seal)

Witness 1:

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

\_\_\_\_\_

Witness 2:

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

**Annexure-XII****Eligibility Certificate**

This is to certify that we are not 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 and further we hereby declare that, we meet the all eligibility criteria mentioned in the tender document and hence eligible for this Invitation of Bids / Tender No. \_\_\_\_\_ dated \_\_\_\_\_. We agree that our bid shall be rejected if anything contrary to the above is noticed during any stage of procurement of this equipment.

Authorised Signatory

Name:

---

Designation:

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## Bid-Securing Declaration

### Annexure -XIII

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 the Bid Securing Declaration)

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Corporate Seal (where appropriate)

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

**Check List: (please refer clause 1.10) Duly filled check list to be submitted along with the technical bid.**

<b>Sr. No.</b>	<b>TENDER REQUIREMENT</b>	<b>COMPLIANCE</b>	<b>Document Submitted</b>
1.	Documents regarding the eligibility criteria as per clause No. 1.1.1 to 1.1.10 (As per Chapter 8 Annexure XII)	Yes / No	Yes / NA
2.	Tender Acceptance form. (As per Chapter 8 Annexure XI)	Yes / No	Yes / NA
3.	EMD/ Bid Security (If applicable)	Yes / No	Yes / NA
4.	Bid Security Declaration or registration certificate of SSI unit or NSIC registration etc for claiming EMD Exemption (As per Chapter 8 annexure XIII )	Yes / No	Yes / NA
5.	Certificate that item quoted is new, unused and will be serviced for atleast 7 years from the date of supply.	Yes / No	Yes / NA
6.	Certificate that the rates charged are lowest and you have not sold this item at lesser price than the quoted price to any organisation.	Yes / No	Yes / NA
7.	Warranty: 36 Months onsite warranty from Installation & Commissioning and date of acceptance for the whole system	Yes / No	Yes / NA
8.	Bidder information form	Yes / No	Yes / NA
9.	Manufacturers Authorisation form	Yes / No	Yes / NA
10.	Performance Statement Form	Yes / No	Yes / NA
11.	Deviation Statement form if no deviation submit nil declaration	Yes / No	Yes / NA
12.	Technical Compliance Statement mentioning the tendered specification and its compliance along with supporting documents.	Yes / No	Yes / NA
13.	User list for past supply of similar goods	Yes / No	Yes / NA
14.	Certified copy of the agency agreement between the principal and the agent.	Yes / No	Yes / NA