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Tender Details

Date : 22-Sep-2022 05:14 PM

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Basic Details

Organisation Chain	Council of Scientific and Industrial Research||CSIO Chandigarh||Purchase-CSIO-CSIR		
Tender Reference Number	CSIO/3(4)2022-Pur		
Tender ID	2022_CSIR_679445_2		
Tender Type	Global Tenders	**Form of contract**	Supply
Tender Category	Goods	**No. of Covers**	2
Payment Mode	Offline	**Is Multi Currency Allowed For BOQ**	No
Is Multi Currency Allowed For Fee	No		

Payment Instruments

Offline	S.No	Instrument Type
	1	Bank Guarantee
	2	Demand Draft
	3	RTGS / ECS / NEFT
	4	FDR
	5	As Per Tender Document

Cover Details, No. Of Covers - 2

Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical	.pdf	Procurement of Spin Coating Photoresist Coating System details as per Tender document
		.xls	Procurement of Spin Coating Photoresist Coating System details as per Tender document
2	Finance	.xls	Procurement of Spin Coating Photoresist Coating System details as per Tender document

Tender Fee Details, [Total Fee in ₹ * - 0.00]

Tender Fee in ₹	0.00		
Fee Payable To	NA	**Fee Payable At**	NA
Tender Fee Exemption Allowed	NA		

EMD Fee Details

EMD Amount in ₹	2,40,000	**EMD Exemption Allowed**	No
EMD Fee Type	fixed	**EMD Percentage**	NA
EMD Payable To	Director CSIR-CSIO	**EMD Payable At**	Chandigarh

Work /Item(s)

Title	CSIO/3(4)2022-Pur				
Work Description	Procurement of Spin Coating Photoresist Coating System details as per Tender document				
Pre Qualification Details	Please refer Tender documents.				
Tender Value in ₹		**Product Category**	Laboratory and scientific equipment	**Sub category**	NA
Contract Type	Tender	**Bid Validity(Days)**	90	**Period Of Work(Days)**	45
Location	Purchase Section CSIR-CSIO Sector 30 Chandigarh	**Pincode**	160030	**Pre Bid Meeting Place**	NA
Pre Bid Meeting Address	NA	**Pre Bid Meeting Date**	NA	**Bid Opening Place**	Purchase Section CSIR-CSIO Sector

				30 Chandigarh

Critical Dates

Publish Date	22-Sep-2022 05:30 PM	**Bid Opening Date**	26-Oct-2022 03:30 PM
Document Download / Sale Start Date	22-Sep-2022 05:30 PM	**Document Download / Sale End Date**	25-Oct-2022 03:00 PM
Clarification Start Date	22-Sep-2022 05:30 PM	**Clarification End Date**	24-Oct-2022 03:00 PM
Bid Submission Start Date	22-Sep-2022 05:30 PM	**Bid Submission End Date**	25-Oct-2022 03:00 PM

Tender Documents

NIT Document

S.No	Document Name	Description	Document Size (in KB)
1	Tendernotice_1.pdf	Procurement of Spin Coating Photoresist Coating System details as per Tender document	2469.5

Work Item Documents

S.No	Document Type	Document Name	Description	Document Size (in KB)
1	Tender Documents	Global Tender 3(4)2022.pdf	Procurement of Spin Coating Photoresist Coating System details as per Tender document	2469.5

Tender Inviting Authority

Name	Controller of Stores and Purchase
Address	The Director CSIR-CSIO Sector 30 Chandigarh

Tender Creator Details

Created By	Mohinder Kumar
Designation	COSP
Created Date	22-Sep-2022 05:12 PM

CSIR-CSIO	CENTRAL SCIENTIFIC INSTRUMENTS ORGANISATION (Council of Scientific & Industrial Research) SECTOR-30, CHANDIGARH 160030
Tel: 0172-2652651, 0172 2672212	E-mail: cosp@csio.res.in/spo@csio.res.in
TENDER NO : CSIO/3(4)2022-Pur	Date :22.09.2022

E-PUBLISH TENDER DOCUMENT FOR THE PURCHASE OF SPIN COATING/PHOTORESIST COATING SYSTEM

INVITATION FOR BIDS / NIT

01. On behalf of Director, CSIR- Central Scientific Instruments Organisation, Sector-30, Chandigarh-160030 bids are invited from manufacturers, their authorised distributors and Indian Agent of Foreign principals, if any, for purchase of items listed below:

Sl.. No.	Tender No.	Description of items	Qty	Single/ Double bid	Bid Security (EMD) (in Indian Rupees)
1.	CSIO/3(4)2022-Pur	Spin Coating/Photoresist Coating System detailed specifications given below:-	One	Two Bid (Technical & Commercial)	2.40 lakhs

Final Specifications for the Spin Coating/ Photoresist Coating System

I. Spin Coater Specifications	
1. Substrate Details	
a) Suitable substrate type	Silicon, Glass, Quartz, Sapphire & related optical substrates
b) Substrate size	▪ System should be compatible with a substrate size of min. 10 mm up to max. of 8" diameter with a maximum substrate thickness of 10 mm ▪ Suitable vacuum chuck/s to cover 2", 4", 6" and 8" diameter substrates of different shapes & flats to be provided ▪ Suitable fragment adapter for min. 10 mm up to max. of 2" diameter substrates to be provided
c) Substrate thickness	The system should be able to handle up to 10 mm thick substrates
d) Substrate weight	The system should be able to hold a substrate of up to 650 grams or more
2. Spin Coater type	
a) Type of spin coater	Semi-automatic spin coating system capable of automatically dispensing & coating the resist using programmable electronic media arm
3. Coating Materials	
a) Suitable materials	All generic resists- Electron beam resists, photoresists including SU-8 and related polymers
b)Viscosity	The system should be suitable for a wide range of material viscosity: 1 – 500 cPs
4. Motor Specifications	
a) Motor spin speed	▪ Minimum: 100 rpm, Maximum: 8000 rpm or more, Accuracy: +/- 1 rpm ▪ For a substrate size of 10 mm thickness, 8" diameter, weighing about 650 grams, spin speed should be at least 5000 or more
b)Motor acceleration	▪ 4000 rpm/sec or more in steps of 1 rpm/sec ▪ For a substrate size of 10 mm thickness, 8" diameter, weighing about 650 grams, acceleration should be at least 1000 rpm/sec or more

c)Acceleration & Deceleration	Programmable acceleration & deceleration ramp
5. Resist Dispenser Details	
a)Dispense Arm	▪ Motorized dispense arm should be programmable both in speed and position in X and Y axes
b)Programmable dispense volume	▪ Minimum: 1 ml, Maximum:100 ml or more ▪ There should be manual dispensing option for smaller chips; syringes for manually dispensing 0.1 ml and 0.5 ml of resist to be provided.
c)Dispensing method	▪ Only Dispensing Pump based or Canister Pressurized Dispense (CPD) based system to be provided ▪ If dispensing pump based system is provided, the system should use either an exchangeable dispense reservoir or standard resist bottle. If the system uses exchangeable dispense reservoir, it's capacity should be min: 0.5 litre up to max: 1 litre. If the system uses standard resist bottle, then provision to connect to min: 0.5 litre and max: 1 litre of standard resist bottle should be there. ▪ If Canister Pressurized Dispense (CPD) based system is provided, the canister size should be between 0.5 to 1 litre
d)Dispense nozzle type	Full stream type nozzle (puddle nozzle) should be provided with a media valve
e)No. of media lines/ nozzles	▪ Minimum 5 nos. of nozzles to be provided for different media (3 puddle nozzles for 3 different resists, 1 puddle nozzle for adhesion promoter and 1 Edge Bead Removal nozzle) ▪ Dispensing mechanism [Dispensing Pump based or Canister Pressurized Dispense (CPD) based as per point 5c)] to dispense two different resists in two media lines, one adhesion promoter in one media line and an Edge Bead Removal solvent in one media line should be provided. Fifth media line/nozzle will be kept spare. Use appropriate no. of pumps/ canisters accordingly.
f)Home position	Drip pan in Home Position
g)Suck back valve	To be provided with the nozzle to prevent media dripping
h)Z- axis lift	Servo motor/ Pneumatic driven Z-lift for the media arm programmable both in speed and position to be provided
i)Media arm Position control	Target position should be programmable in 0.1 mm steps
j)System Cleaning	Provision to clean the main vacuum line that holds the substrate, media line and the bowl should be there
6. Spin Coater System Requirements	
a)Vacuum control method	▪ Vacuum generated should be sufficient to hold lighter substrates of weight ≤ 200 grams, spinning at 8000 rpm or more ▪ Vacuum generated should be sufficient to hold an 8" diameter round glass substrate of weight 650 grams, spinning at 5000 rpm or more ▪ Suitable accessories to attain the vacuum to be provided ▪ Only oil free vacuum pump is to be used
b) N_2 purging	N_2 Purging Port to be provided
c) Waste tank	Waste tank of 5 litre or more to be connected to the drain port with 5 meter long tubing to be provided
d) Exhaust	Exhaust to be provided
7. Spin Coater Controller Information	
a)Storage	Process controller should be capable of storing at least 20 recipes
b)No. of steps per recipe	The system must be capable to program minimum of 20 steps per recipe
c)Vacuum switch	Integrated Vacuum Release Switch with On/Off Indicator
d)Trial run	Provision for trial run or vacuum interlock should be there to ensure that the substrate is properly held on to the vacuum chuck before the start of main recipe
e)Spinning time	Spinning time- Min. 1 second up to max. 99 minutes 59.9 seconds in 0.1 second increment
f)Display screen	LCD interface screen to see real time Spinning speed v/s Time & other parameters
g)Process cover	Plastic lid resistant to chemicals with a safety interrupt sensor
h)Process bowl material	Polypropylene/ Polyetheretherketone (PEEK)/ Polyethylene/ Teflon or equivalent material with harsh chemical resistance

8. Other Items for the Spin Coater to be provided	
a) Edge Bead Removal (EBR)	▪ Complete Edge Bead Removal (EBR) nozzle assembly including all the accessories to be provided ▪ EBR dispense should be programmable ▪ Target position should be programmable in 0.1 mm steps for cleaning edge of min. 2" up to max. 8" diameter substrates
b) Substrate holder/ chuck	Suitable vacuum chuck/s to hold 2", 4", 6" and 8" diameter substrates of max. thickness 10 mm & max. weight 650 grams to be provided
c) Fragment Adapter	Suitable fragment adapter for min. 10 mm up to max. 2" diameter substrates to be provided (Qty-02)
d) Syringes	Syringes for manually dispensing 0.1 ml and 0.5 ml resist to be provided. (Qty-05 each)
e) Spares & accessories	Set of spares such as O-rings for all the chucks to be provided (Qty- 10 nos. for each type of O-ring)
f) Clean room compatibility	The System should be compatible with Class 100 clean room and should be CE certified
9. Performance Parameters	
a) Uniformity	Uniformity of the coated photoresist should be 1.5% or lower across the 8" diameter substrate
II. Developer Station Specifications	
10. Substrate Details	
a) Suitable substrate type	Silicon, Glass, Quartz, Sapphire & related optical substrates
b) Substrate size	▪ System should be compatible with a substrate size of min. 10 mm up to max. of 8" diameter with a maximum substrate thickness of 10 mm ▪ Suitable vacuum chuck/s to cover 2", 4", 6" and 8" diameter substrates of different shapes & flats to be provided ▪ Suitable fragment adapter for min. 10 mm up to max. of 2" diameter substrates to be provided
c) Substrate thickness	The system should be able to handle up to 10 mm thick substrates
d) Substrate weight	The system should be able to hold a substrate of 650 grams or more
11. Developer Station Type	
a)Type of developer station	Semi-automatic developer station capable of performing Developing, Cleaning & Drying operations automatically
12. Developer Materials	
a)Developer material	The system should be well suited for commonly used aqueous developers
13. Motor Requirements	
a)Motor spin speed	▪ Minimum: 100 rpm, Maximum: 8000 rpm or more, Accuracy: +/- 1 rpm ▪ For a substrate size of 10 mm thickness, 8" diameter, weighing about 650 grams, spin speed should be at least 5000 or more
b)Motor acceleration	▪ 4000 rpm/sec or more in steps of 1 rpm/sec ▪ For a substrate size of 10 mm thickness, 8" diameter, weighing about 650 grams, acceleration should be at least 1000 rpm/sec or more
c)Motor effect desired	▪ Additional chuck oscillation/ chuck wobble effect or any other special type of chuck movement to aid the smooth development to be provided. ▪ Type of motor effect included in the Developer system to be specified.
d)Acceleration & Deceleration	Programmable acceleration & deceleration ramp
14. Developer Dispenser Details	
a)Dispense Arm	Motorized dispense arm should be programmable in both speed and position in X and Y axes
b)Developer reservoir	Pressurized tank (Canister) of min. 2 litre up to max. of 5 litre with venting valve with connection to exhaust to be provided
c)Pressure regulation (For the developer and DI water)	Pressurization control valve to regulate minimum 0.2 bar up to max. of 2.5 bar pressure
d)Programmable dispense rate (For the developer and	Min: 20 ml/ min up to max: 1000 ml/ min or more, flow meter to indicate the same

DI water)	
e)N_2 flow rate	Flow meter of min: 2 l/min up to max. 100 l/min for N_2
f)No. of media lines/ nozzles	▪ Minimum 6 nos. of nozzles to be provided for different media (1 Developer puddle nozzle, 1 puddle cum 1 spray nozzle (1 + 1) for second developer, 1 DI water rinse puddle nozzle, 1 Back side rinse nozzle and 1 N_2 nozzle). ▪ Min. of four pressurized canisters to dispense first developer solvent in one media line, second developer solvent in two media lines (1- puddle & 1- spray), DI water in one media line and a Back side rinse solvent in one media line should be provided. ▪ Provision to connect the N_2 nozzle to the running N_2 line should be there else a separate N_2 canister to be provided.
g)Developer nozzle	▪ Recipe programmable- Full stream type nozzle for puddle development and Recipe programmable- Spray type nozzle should be provided with media valves for the developer ▪ Dispense time should be programmable in 0.1 second steps
h)DI water nozzle	▪ Full stream type recipe programmable nozzle for puddle development should be provided with media valve for the DI water ▪ Dispense time should be programmable in 0.1 second steps
i)Nitrogen Nozzle	Nitrogen blow nozzle for drying, programmable dispense time in 0.1 second steps
j)Home position	Drip pan in home position
k)Z- axis lift	Servo motor/ Pneumatic driven Z-lift for the media arm programmable both in speed and position to be provided
l)Media arm Position control	Target position should be programmable in 0.1 mm steps
m) System Cleaning	Provision to clean the main vacuum line that holds the substrate, media line and the bowl should be there
15. Developer System Requirements	
a)Vacuum control method	▪ Vacuum generated should be sufficient to hold lighter substrates of weight ≤ 200 grams, spinning at 8000 rpm or more ▪ Vacuum generated should be sufficient to hold an 8" diameter round glass substrate of weight 650 grams, spinning at 5000 rpm or more ▪ Suitable accessories to attain the vacuum to be provided ▪ Only oil free vacuum pump is to be used
b)Drain requirement	Drain connection port with at least 6 meter long tubing and fittings to be provided
c)Exhaust	Exhaust to be provided
16. Developer Controller Information	
a)Storage	Process controller should be capable of storing at least 20 recipes
b)No. of steps per recipe	The system must be capable to program minimum of 20 steps per recipe
c)Vacuum switch	Integrated Vacuum Release Switch with On/Off Indicator
d)Trial run	Provision for trial run or Vacuum interlock should be there to ensure that the substrate is properly held on to the vacuum chuck before the start of main recipe
e)Spinning time	Spinning time- min. 1 second up to max. 99 minutes 59.9 seconds in 0.1 second increment
f)Display screen	LCD interface screen to see real time Spinning speed v/s Time & other parameters
g)Process cover	Plastic lid resistant to chemicals with a safety interrupt sensor
h)Process bowl material	Polypropylene/ Polyetheretherketone (PEEK)/ Polyethylene/ Teflon or equivalent material with harsh chemical resistance
17. Other Items for the Developer Station to be provided	
a) Back Side Rinse (BSR)	▪ Complete Back Side Rinse (BSR) nozzle assembly with all the accessories including suitable substrate holder/s for min. 2" up to max. 8" substrates to be provided ▪ BSR dispense should be programmable
b)Substrate holder/ chuck	Suitable vacuum chuck/s to hold 2", 4", 6" and 8" diameter substrates of max. thickness 10 mm & max. weight 650 grams to be provided
c)Fragment Adapter	Suitable fragment adapter for min. 10 mm up to max. 2" diameter substrates to be provided (Qty-02)
d) Spares & accessories	Set of spares such as O-rings for all the chucks to be provided (Qty- 10 nos. for

	each type of O-ring)
e) Clean room compatibility	The System should be compatible with Class 100 clean room and should be CE certified

General Terms:

- The supplier should ensure supply of spare parts & service support for a min. of 10 years.
- All the necessary accessories/ attachments for the proper functioning of the equipment should be supplied.
- Vender should provide CE certification for the product.
- There must be a provision for the remote control of the system for troubleshooting purposes.
- Details of at least 3 users within or outside India, including their contact numbers, e-mail etc. along with min. 2 purchase orders of similar systems installed preferably in last 3 years.

Documentation:

- All the technical specifications must be available for inspection in brochures/ catalogues/ application notes/ datasheets/ websites of Principal Manufacturer/OEM.
- A complete set of original manuals (soft and hard copies) with detailed user operation/ instruction manual, all the documents and the software for the system to be supplied in English language.
- Detailed spare parts list to be provided.
- Preventive maintenance check list, troubleshooting tips and their guidelines to be provided.
- CD-ROM tutorials for the machine should be provided.

Warranty and Service support:

- 12 months standard warranty from the date of installation/commissioning.
- The complete supply must be guaranteed for free repair/ replacement and free software upgrades (wherever applicable) during the warranty period.
- Manufacturer/Vendor should have their service support/ office in India for faster support.
- Vendors should provide the comprehensive and non-comprehensive AMC rates separately applicable after the completion of standard warranty period and the AMC rates should be fixed for the next 5 years after the completion of standard warranty period.

Installation and commissioning:

- Detailed drawing of the equipment (System dimensions L x W x H), details of power supply requirements and utilities required for the installation are to be specified.
- The supplier or the representative will do the installation and commissioning of the Spin Coating and the Developer system as per above description and operation must be demonstrated by factory trained service engineers at our site free of charge.
- After the successful installation, supplier should provide complete free user training on site for at least 03 days to demonstrate complete functioning of the system.
- Training must include: Loading of the substrate, setting up all the Spin Coating and Development related parameters, complete spin coating operation including media arm position control, EBR operation, developing operation and BSR operation, unloading of the substrate and recipe selection as per the substrate and media.
- Users should be trained for complete instrument operation as described above, basic maintenance and servicing of the unit at customer site.
- Detailed instructions for the cleaning procedure for the Spin Coating and Developer Station must be provided.
- Detailed instructions regarding changing of Vacuum chuck (substrate holder), changing over of the media (resist) for the Spin Coating System; refilling of the developer solvent and DI water for the Developer Station must be provided.
- Small volume of resist & adhesion promoter to demonstrate the functionality (especially uniformity across the 8” substrate) of the Spin Coating system (by OEM or Supplier or the representative).
- To demonstrate the vacuum level by holding an 8” diameter, 10 mm thick round glass substrate of max. 650 grams weight, spinning at 5000 rpm for at least 2 minutes.

- To demonstrate the minimum & maximum Dispense Volume for the Spin Coater and minimum & maximum dispense rate for the Developer Station.
- 1.5% or less uniformity of the coated media (resist) across the 8" substrate to be demonstrated after successful installation.
- Separate safety related instructions for the Spin Coating and the Developer Station should be provided.

02. Interested Bidders may obtain further information from the office of the Director, CSIR- Central Scientific Instruments Organisation, Sector-30, Chandigarh -160 030 (kind Attn: Controller of Stores & Purchase). EMD should be in favour of the Director, CSIO payable at Chandigarh Our Banking details: State Bank of India, Sector 30-C, Chandigarh Account No. 30267029400 IFC Code 01443 (Attach the proof of document of online deposit of EMD.

03. Each complete set of bidding document may be purchased by any interested bidder on submission of a written application to the above office and upon payment of a non-refundable and non-transferable fee of ₹500/- in the form of a Demand Draft in favour of Director, CSIR- Central Scientific Instruments Organisation, Sector-30, Chandigarh -160 030 payable at Chandigarh during office hours on all working days up to _____ (***Date***) either in person or by post**. Alternatively, the bidding documents can be downloaded directly from our website www.csio.res.in/https://www.eprocure.gov.in/epublish/app free of cost.** The bids must reach this office on or before **25.10.2022 (*Date*) up to 3.00 P.M. hours (IST) and shall be opened on *26.10.2022 (Date)* at 3.30 P.M. (IST)**

04. The bidders may submit their duly sealed bids generally by post or by hand. Bids received by FAX/E-mail would not be considered for evaluation.

05. The quotation/tender must be in the form furnished by the Purchaser/as per tender specifications and should be free from corrections/erasures. In case there is any unavoidable correction it should be properly attested. If not the quotation will not be considered. Hand written Quotations will not be considered. Where there is no mention of packing, forwarding, freight, insurance changes, taxes etc. **such offer shall be rejected as incomplete**. As such clearly mention these charges. The bidder should give a clear cut break up of ex-works, FOB/FCA, CIF/CIP price to facilitate the proper comparison **failing which the bid would be summarily ignored/rejected**. CSIR reserves the right to order on the basis of any of the incoterms. The gross weight of the consignment may be intimated in the Quotation/Tender/Proforma Invoice to decide the mode of dispatch. The Exchange selling rates will be taken from www.xe.com

06. Price & Validity: Price quoted should be net (separately mention required charges and valid for a minimum period of **90 days** from the date of opening of the quotation, **failing which the offer will be ignored/rejected. Properly quote as per price schedule attached Annexure-5Q (GOODS BEING OFFERED FROM INDIA) and Annexure-5P(GOODS BEING OFFERED FROM abroad).**

07. **Delivery Period** : Delivery period is the essence of Purchase order contract will be within 30 days after receipt of PO. Supplier has to clearly indicate in the tender document for the delivery period required. There should not be any extension. If any extension, the same will be with the approval of Competent Authoiry with LD or without L.D./Denial Clause

08. Terms of Payment in Indian Currency order: Our normal payment terms are 100% (hundred percent) within 30 (thirty) days on receipt and acceptance of material/installation where applicable at our site in good condition. Please inform your Bank details for RTGS payment. Banking details should be available in the quote/tender and mandatory on Invoice.. **Foreign Currency orders terms of payment**: Letter of Credit, Wire transfer after satisfactory receipt and installation of the material, where applicable within 30 days) Banking details should also be available on Bill/invoice whether Indian supply or foreign currency supply. Deciding the other terms of payment by Project Leader/HOD on recommendation of the PC/T&PC Rule 6.3.

09. The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information, EMD (Bid Security) 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.

10. Bidders should ensure for submission of Bid Security (EMD should be in favour of the Director, CSIO payable at Chandigarh) as mentioned in the tender documents. **The MSEs are provided tender document free of cost and are exempted from the payment of Bid Security provided the goods are produced and the services are rendered by them and not for any trading activities undertaken by them. 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. EMD will be returned with the approval of the Sr.Most Officer of the Purchase when the bidding process is complete.**

11. All bids must be accompanied with a bid security as specified above and must be delivered to the above office at the date and time indicated above. Bids will be opened in the presence of Bidders' authorized representatives who choose to attend on the specified date and time. In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed time.

12. Further Performance Security 10% of the **contract/ order value/cost will be provided** Within 21 days of receipt of the notification of award/PO, the Supplier shall furnish performance security (PS) in the amount specified in SCC, valid till 60 days after the warranty period. **Currently i.e. upto 31.03.2023 the Performance Security reduced to 3%.**

13. Taxes as are applicable should be indicated clearly failing which the offer shall not be considered and rejected. Kindly furnish your PAN & GST Number etc. in your quotation for our records. **Our GST No. is 04AAATC2716R1ZN**. **This lab/Instt is registered with Dept. of Scientific & Industrial Research, Govt. of India and concessional customs duty are leviable n under Govt. Notification No. 51/96-Custom dated 23.07.1996 and & No. 43/2007-Customs dated 30.06.2017 and. Only basic duty is applicable under this notification, hence bidders will have to submit their offer accordingly. We are exempted from payment of Customs Duty under notification No.51/96 dated 23.07.1996. Hence, Customs Duty, if any, should be shown separately**

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

14. In cases of agents quoting on behalf of their foreign manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
    1. The foreign manufacturer directly or through one Indian agent on his behalf; or
    2. Indian/foreign agent on behalf of only one principal.

15. **Reasonability of Prices/Fall Clause**

i) Please quote best minimum prices applicable for a premiere Research Institution, leaving no scope for any further negotiations on prices.

ii) The quoting party should give a certificate to the effect that the quoted prices are the minimum and they have not quoted the same item on lesser rates than those being offered to CSIO to any other customer nor they will do so till the validity of offer or execution of the purchase order, whichever is later.

iii) Copies of atleast two recently supplied orders of the last two years received from other customers alongwith details of such supply orders preferably in India for the same item/model may be submitted with the offer giving reasons of price difference of their supply order & those quoted to us, if any. The party must give details of identical or similar equipment, if any, supplied to any CSIR lab during the last three years alongwith the final price paid and Performance certificate from them.

16. Certificate of undertaking that the equipment is of latest technology & will not be obsolete within 5 years after warranty will be attached with the offer. All essential spares parts of the offered equipment will available with the manufacturer or in India with your Indian Agents for a period of at least 5-7 years after warranty period which will be required at later stage
17. MSME benefits will be given to the eligible supplier as per the Govt. guidelines subject to submission of proper document as per policy or Udyog Adhar Udyog Memorandum in respective category
18. Code of Integrity has to be maintained by Bidders/Suppliers/Contractors by maintaining highest standards of ethics in the Procurement process and prohibits corrupt practice/Fraudulent practice/Anti-Competitive practice / Coercive Practice/ Conflict of Interest and Obstructive practice either directly or indicrectly during the process of contract**.**
19. All disputes shall be settled in the courts of **Chandigarh Jurisdiction** only. Director, CSIR-CSIO, Chandigarh reserves the right to reject all or even the lowest quotation without assigning any reason

ARBITRATION

1. In the event of any question/dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the Delhi International Arbitration Centre for appointment of Arbitrator to adjudicate the dispute.
2. The award of the Arbitrator shall be final and binding on the parties. The Arbitrator may give interim award(s) and / or directions, as may be required.
3. Subject to the aforesaid provision, the arbitration and conciliation act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the Arbitration proceedings under this clause.

20. Tender conditions (printed on the reverse), if any, or otherwise sent along with the tender shall not be binding on us.

21. Installation/commissioning: Equipment/Instruments are required to be commissioned/installed/demonstrated successfully immediately or within 30 days from the date of receipt of the system in CSIO by the Principal or by their authorized Agent as specified/mentioned**, failing which the Liquidated Damage Clause will be applicable as mentioned** in the tender document

22. **As per Govt. of India procurement policies**,

a. The purchaser intends to give purchase preference to local suppliers (as per DPIIT orders & amendments issued from time to tim)* in case the cost of procurement is up to Rs. 50.00 lakhs.
b. The eligibility of the supplier is restricted to Indian Suppliers or there is no restriction on the eligibility of the suppliers. *(retain any one only)*
c. The procuring entity intends to give purchase preference to products/goods manufactured by micro, small and medium enterprises.

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

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

"If a Nodal Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/or other items related to that Ministry. A copy of every instruction or decision taken in this regard shall be sent to the Chairman of the Standing Committee.

23. Please indicate the name and address of the agents in India if any, the details of service to be rendered by them & the percentage of commission payable to them. Agency commission payable to the Indian Agent should be clearly indicated. The Agency commission would be payable only in Indian Rupees after acceptance. Further an Indian Agent cannot quote on behalf of two different foreign suppliers. If they submit two offers on behalf of two different foreign suppliers, their offers may not be considered. **If the offer is submitted by the Authorised Dealer/Agent/Distributors, it should be alongwith Authorisation Certificate, failing which the offer will be ignored/rejected**. The offer submitted through authorisation on behalf of the principal, the terms & conditions settled by the Agent with buyer will be binding on their principal.

24. All the above instructions and our standard terms and conditions must be complied failing which your offer may be liable for rejection.

25. The Director, CSIR-CSIO, Sector-30, Chandigarh reserves the right to accept or reject any bids or accept all tenders either in part or in full or to split the order, or to annul the bidding process without assigning any reason.

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2	Conditions of Contract
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7	Contract Form
8	Other Forms

CRITICAL DATE SHEET

Sl. No.	Stage	Date & Time
1.	Publish Date & Time	22.09.2022
2.	Sale/document Download Start Date & Time	22.09.2022
3.	Last Date & time for receipt of queries	24.10.2022 upto 3.00 P.M.
4.	Pre-bid Conference, if any	N.A
5.	Bid Submission Start Date & time	22.09.2022
6.	Bid Submission End Date & Time	25.10.2022 upto 3.00 P.M.
7.	Bid Opening Date & Time	26.10.2022 at 3.30 P.M.

TENTATIVE TIME SCHEDULE OF PROCUREMENT PLANNING

Sl . No	Stage	Tentative Time Frame
1.	Date of Bid Opening	XX
2.	Date of Completion of Technical Bid Evaluation	XX + 50
3.	Date of communication of Rejection of Bids	XX + 65
4.	Date of Receipt of context, if any, from Bidders	XX + 70
5.	Opening of Financial Bid	XX + 80
6.	Notification of Award	XX + 90

CHAPTER - 1
INSTRUCTIONS TO BIDDERS
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A Introduction

1.1. Eligible Bidders

1.1.1 This Invitation for Bids is open to all suppliers subject to para 06 of the invitation for bids/NIT.

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

1.1.3 MSEs would be treated as owned by Scheduled Caste/Schedule Tribe enterprises as under:

(a) In case of proprietary MSE, proprietor(s) shall be SC/ST.
(b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% (fifty one percent) shares in the unit.
(c) In case of Private Limited Companies, at least 51% (fifty one percent) share shall be held by SC/ST promoters.

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

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

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

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

1.2 Cost of Bidding

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

1.3 Code of Integrity

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

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

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;

1.3.3 Obligations for Proactive disclosures

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

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

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

1.3.4 Punitive Provisions

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

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

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

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

B.The Bidding Documents

1.4 Cost of Tender Documents

1.4.1 Interested eligible bidders may purchase the bidding documents on payment of the cost of bidding documents as indicated in the invitation forbids/NIT or alternatively, the bidding documents can be downloaded from our website as indicated in the Invitation for Bids/NIT free of cost.

1.5 Content of Tender 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 Condition of Contract (SCC)
Chapter 3: Schedule of Requirements
Chapter 4: Specifications and Allied Technical Details
Chapter 5: Price Schedule Forms
Chapter 6: Qualification requirements
Chapter 7: Contract Form
Chapter 8: Other Standard Forms comprising:
   (1) Bidder Information Form
   (2) Manufacturer's Authorization Form (MAF);
   (3) Bid Security Form
   (4) Bid Securing declaration
   (5) Performance Statement form
   (6) Deviation Statement Form;
   (7) Service Support details;
   (8) Bid form

(9) Performance Security Form;
(10) Acceptance Certificate Form
(11) Integrity pact
(12) Format of letter of authority for participating in bid opening
(13) Format for declaration by the bidder for code of integrity and Conflict of interest.

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

1.6 Clarification of tender documents

1.6.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address specified in the Special Conditions of Contract (SCC), 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.

The queries, clarifications and amendments issued would also be hosted on the website of the Purchaser for the benefit of the other prospective bidders and also shall be sent to all bidders who have purchased the tender documents.

1.7 Amendment of Tender Documents

1.7.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender documents by AMENDMENT. The same would also be hosted on the website of the Purchase and all prospective bidders are expected to surf the website before submitting their bids to take cognizance of the amendments. However, the copies of the amendments would be sent by registered post/speed post/courier/e.mail to all the bidders who have purchased the tender document. .

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.

C. PREPARATION OF BIDS

1.8. Language of Bid

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

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

1.9 Purchase Preference Policies

1.9.1 The purchaser intends to give product reservation/purchase preference/price preference in line with current Govt. of India procurement policies to help inclusive national economic growth by providing long term support to Small and Medium enterprises (SMEs) and disadvantaged sections of the society and to address environmental concerns along with preferential market access in govt. procurements.

1.9.2 For the above purpose, local supplier means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed in DIPP Order No.P-45021/2/2017-PP (BE-II) dated 28th May, 2018 or by the competent Ministries/Departments in pursuance of this order and local content means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

1.10.1 **Documents comprising the bid**

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

A. Technical bid

(a) Tender Acceptance Form
Bidder Information Form;
(b) Declaration abiding by the Code of Integrity and no conflict of interest for public procurement;
(c) Bid security as specified in the Invitation to Bids;
(d) Service support details form;
(e) Deviation Statement Form;
(f) Performance Statement Form;
(g) **Manufacturer's Authorization Form along with a certified copy of the Agency Agreement between the bidders and the Indian Agent;**
(h) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
(i) Integrity Pact, if required;
(j) Documents establishing goods eligibility and conformity to bidding documents; indicating the Indian Customs Tariff Number (ICT & HSN No.) .
(k) Schedule of requirements.
(l) Self certification that the item offered meets the minimum local content of 50% giving details of the location(s) at which the local value addition is made in case the bidder wishes to avail the benefits under the make in India policy, if applicable.
(m) In cases of procurement for a value in excess of ₹10 crores,the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost account ant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content to avail the benefits under the make in India policy, if applicable.
(n) Documentary evidence about the status of the bidder i.e. whether MSE or not, owned by SC/ST or not and whether the MSE is owned by a women entrepreneur or not.

B Price bid

(i) Bid form;
(ii) Applicable Price Schedule Form;

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 invitation to bid and Clause 1.18.3 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. Please refer para 1.12.7 for concessional customs duty and GST & IGST.
(iii) The charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination as specified in the price schedule form.
(i) Wherever applicable, the cost towards the installation, commissioning, spares, 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, 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. Please refer para 1.12.7 for concessional customs duty and GST & IGST

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

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

1.12.6 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.

1.12.7 **The Purchaser is registered with Dept. of Scientific & Industrial Research, Govt. of India and concessional customs duty are leviable in terms of Notfn. 51/96-Customs dt. 23.07.1996, Notfn. No. *28/2003*-Customs dt. 01.03.2003, Notfn. No. *43/2017*-Customs dt. 30.06.2017.**

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

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

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

1.13. Bid Currencies

1.13.1 Prices shall be quoted in Indian Rupees for offers received for supply within India and in freely convertible foreign currency in case of offers received for supply from foreign countries i.e. domestic tenderers are to quote and accept their payment in Indian currency; Indian agents of foreign suppliers are to receive their agency commission in Indian currency; cost of imported goods & services rendered in India, which are directly imported against the contract, may be quoted in foreign currency (currencies).

1.14. Documents Establishing Bidder's Eligibility and qualifications

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

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

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

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

(c) In case a bidder not doing business within India, it shall furnish the 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 Bidding Documents

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

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

(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 Priced-bid; and

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

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

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

1.16. Bid Security

1.16.1 The Bidder shall furnish, as part of its bid, a bid security (BS) for an amount as specified in the Invitation for Bids. In the case of foreign bidders, the BS shall be submitted either by the principal or by the Indian agent and in the case of indigenous bidders; the BS shall be submitted by the manufacturer or their specifically authorized dealer/bidder.

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

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

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

(b) **Fixed Deposit receipt pledged in favour of the Lab. /Institute.**

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

(d) **Bid Securing Declaration with the amount as specified in the Tender document**

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

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

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

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

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

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

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

1.16.10 **The bid security may be forfeited:**

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

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

1.16.11 Whenever the bidder chooses to submit the Bid Security in the form of Bank Guarantee, then he should advise the bankerissuing 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 days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.**

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

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

1.18. Format and Signing of Bid

1.18.1 The bids may be submitted in single cover or two cover as specified in the Invitation for Bids.

1.18.2 In case the bids are invited on single envelop basis, then the Bidder shall prepare two copies of the bid, clearly marking each "Original Bid" and "Copy Bid", as appropriate. In the event of any discrepancy between them, the original shall govern.

1.18.3 **In case the bids are invited on two-bid system, the Bidder shall submit the bids in two separate parts. One part shall contain Technical bid comprising all documents listed under clause relating to Documents Comprising the Bid excepting bid form and price schedules. The other part shall contain the priced-bid comprising bid form and price schedules. The Bidder shall prepare two copies of the bid, clearly marking each "Original Bid" and "Copy Bid", as appropriate**

1.18.4

The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialled by the person or persons signing the bid detailing his/her name and contact details.

1.18.5

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

D.Submission and sealing of Bids

1.19. Submission, Sealing and Marking of Bids

1.19.1

The bidders may submit their duly sealed bids generally by post or by hand. **Bids received by FAX/E-mail would not be considered for evaluation.**

1.19.2

In the case of bids invited on single envelop basis, the Bidders shall seal the original and each copy of the bid in separate inner envelopes, duly marking the envelopes as "original" and "copy". The envelopes shall then be sealed in an outer envelope.

1.19.3

In the case of bids invited on two-part basis, the Bidder shall seal the un-priced commercial and technical bid comprising the documents as listed in ITB 1.10.1 excepting for 'j' & 'k' and the priced bid in two separate envelops duly marked as "Technical bid" and "priced bid". Both the envelopes shall then be sealed in one outer envelope.

1.19.4

(a) The inner and outer envelopes shall be addressed to the - _____ ***(Designation and Address of the officer concerned)*** and deposited in the Tender box kept in Purchase Section, if delivered by hand.

(a) Bear the name and address of the bidder, Tender No., due date and a warning "Do not open before _____" to be completed with the time and date as specified in the invitation for bids.

1.19.5

If the outer envelope is not sealed and marked as required above, The Purchaser will assume no responsibility for the bid's misplacement or premature opening. In such cases, bids received in open condition within the due date and time will be accepted at the risk of the bidder if the same is presented to the Controller of Stores & Purchase before expiry of the due date and time of opening of the bids.

1.19.6

Firms submitting bids in a single envelope against the requirement of two-bid system would be considered for further evaluation at the risk & responsibility of the bidder. However, the opened priced bid if prepared separate from the technical bid, would be sealed immediately by the Tender Opening Committee without disclosing the price.

1.20. Deadline for Submission of Bids

1.20.1 Bids must be received by the Purchaser at the address specified at Clause 1.19.4 (a)/as mentioned in the tender document not later than the time and date specified in invitation to bid. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day.

1.20.2

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

1.21. Late Bids

1.21.1

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

1.21.2

Such tenders shall be marked as late and not considered for further evaluation. They shall not be opened at all and be returned to the bidders in their original envelope without opening.

1.22. Withdrawal, substitution and Modification of Bids.

1.22.1

A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 1.19 duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 1.18.4 (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

(a) Submitted in accordance with ITB Clauses 1.18 and 1.19 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION”; and

(b) Received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 1.20.

1.22.2

Bids requested to be withdrawn in accordance with ITB Sub-Clause 1.22.1 shall be returned unopened to the Bidders. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form or any extension thereof.

E. Opening and Evaluation of Bids

1.23 Opening of Bids by the Purchaser

1.23.1

The Purchaser will open all bids one at a time in the presence of bidders' authorized representatives who choose to attend, as per the schedule given in invitation for bids. The Bidders' representatives who are present shall sign the quotation opening sheet evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time and location on the next working day. In two-part bidding, the financial bid shall be opened only after technical evaluation.

1.23.2

First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

1.23.3

The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bid(s). The contents of the bid forms and price schedules would however be announced only at the time of opening of Priced-bids in the case of two-bid system.

1.23.4

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

1.23.5

Bidders interested in participating in the bid opening process, should depute their representatives along with an authority letter to be submitted to the purchaser at the time of bid opening as per form Annexed at Chapter-3.

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;

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

i. The Bid is unsigned.
ii. The Bidder is not eligible
iii. The Bid validity is shorter than the required period. 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 perfrormance security or has not furnished the bid security.
v. The good 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.

1.27 Bidder's right to question rejection.

1.27.1 A Bidder shall have the right to be heard in case he feels that a proper procurement process is not being followed and/or his tender has been rejected wrongly. Only a directly affected bidder can represent in this regard as under:

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

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

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

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

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

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

1.28 Responsiveness of Bids

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

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

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

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

1.28.4 If a bidder quotes Nil Charges/consideration, the bid shall be treated as unresponsive and will not be considered.

1.29 Non-Conformity, Error and Omission

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

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

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

(a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

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

1.30 Examination of Terms & Conditions, Technical Evaluation

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

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

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

1.31 Conversion to Single Currency

1.31.1 To facilitate evaluation and comparison, the Purchaser will convert all quoted prices expressed in various currencies to Indian Rupees at the selling exchange rate established by any bank in India as notified in the Newspapers on the date of bid opening (techno-commercial bid in the case of two part system) and for single bid the exchange rate on the date of openingof bid. 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 Purchase preference shall be given to all local suppliers in all procurements undertaken by the purchaser in the following manner:

(a) Where the purchaser has restricted the eligibility of suppliers to Indian suppliers only, as per para 06 of the invitation to bid/NIT. This is applicable only for those items for which the Nodal Ministry has communicated that there is sufficient local capacity and local competition for the cost of procurement up to Rs. 50.00 lakhs.

(b) If the tendered items are not listed by the Nodal Ministry indicating the local capacity and local competition, the following procedure of evaluation shall be followed, irrespective of value:

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

(ii) If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity, subject to the local supplier 's quoted price which should fall within the margin of purchase preference of 20%. The contract for that quantity shall be awarded to such local supplier, who matches the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for the remaining quantity and so on. The contract shall be awarded accordingly. In case some quantity is still left uncovered on the part of local suppliers, the balance quantity may also be ordered to the L1 bidder.

(c) If the tendered item is not divisible, the following procedure of evaluation shall be followed:

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.
ii. If L1 is not from a local supplier, the lowest bidder among the local suppliers will be invited to match the L1 price, subject to local supplier's quoted price falling within the margin of purchase preference of 20%. Accordingly, the contract shall be awarded to the local supplier matching the L1 price.
iii. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price. This may be repeated until all the local suppliers are given an opportunity to match the L1 price. The contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference match the L1 price, the contract may be awarded to the L1 bidder.

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

1.32.5 Within this 25% (Twenty five Percent) quantity, a purchase preference of 25 (twenty five) per cent out of 25 (twenty five) per cent) is reserved for MSEs owned by Scheduled Caste (SC)/Scheduled Tribe (ST) entrepreneurs (if they participate in the tender process and match the L1 price). Further, out of the total annual procurement from the MSEs, (3%) three percent from within the 25% target shall be earmarked for procurement from MSEs owned by women. Provided that, in the event of failure of such SC/ST MSE to participate in tender process or meet tender requirements and L1 price, four per cent sub-target shall be met from other MSE.

1.32.6 In case the items are not divisible, then the MSE quoting price within price band L1 + 15% may be awarded for full/complete supply of total tendered quantity to MSE, considering the spirit of the policy for enhancing the Government procurement from MSEs.

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

For goods manufactured in India

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

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

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

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

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

1.32.8 **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.

The bidder should give a clear cut breakup of EXW, FOB/FCA, CIF/CIP prices to facilitate proper comparison with the purchaser reserving the right to order on either basis, failing which the bid would be summarily ignored.

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

1.32.9 Orders for imported stores need not necessarily be on FOB/FCA basis rather it an be on the basis of any of the incoterm specified in ICC Incoterms 2010 as may be amended from time to time by the ICC or any other designated authority and favourable to the purchaser.

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

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

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

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

1.36 Award Criteria

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

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

1.37.1 The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements to the extent of 25% without any change in unit price or other terms and conditions.

1.38 Option Clause

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

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

1.39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.

1.40 Notification of Award

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

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

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

1.41 Signing of Contract

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

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

1.42 Order Acceptance

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

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

1.43 Performance Security

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

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

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

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

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

(a) A Bank guarantee or stand-by Letter of Credit issued by a Nationalized/ Scheduled bank located in India 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. Or,
(c) A Fixed Deposit Receipt pledged in favour of the Purchaser.

1.43.6 The performance security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in SCC, without levy of any interest.

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

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

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

1.44. Pre-bid Conference (PBC)

1.44.1 A Pre-bid Conference shall be held as indicated in invitation to bid, if any. All prospective bidders are requested to kindly attend the Pre-bid Conference. In order to facilitate the purchaser the proper conduct of the Pre-bid Conference, all prospective bidders are requested to kindly submit their queries (with envelope bearing Tender No. and Date on top and marked "Queries for Pre-bid Conference") so as to reach the purchaser as indicated in invitation to bid. The purchaser shall

answer the queries during the pre-bid conference, which would become a part of the proceedings of the Pre-bid Conference. The proceeding of the Pre Bid Conference would be hosted on the website of the purchaser. Before formulating and submitting their bids, all prospective bidders are advised to surf through the purchaser's website after the Pre-bid Conference, in order to enable them take cognizance of the revised tender conditions.

1.45 Integrity Pact

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

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

i) Promise on the part of the Purchaser to treat all bidders with equity and reason and not to seek or accept any benefit, which is not legally available;
ii) Promise on the part of bidders not to offer any benefit to the employees of the Purchaser not available legally and also not to commit any offence under Prevention of Corruption Act, 1988 or Indian Penal Code 1860;
iii) Promise on the part of bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts; etc.
iv) Undertaking (as part of Fall Clause) by the bidders that they have not and will not sell the same material/equipment at prices lower than the bid price;
iv) Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates;
v) Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary;
vi) Bidders to disclose any past transgressions committed over the specified period with any other company in India or Abroad that may impinge on the anti-corruption principle;
vii) Integrity Pact lays down the punitive actions for any violation.

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

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

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

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

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

CHAPTER 2

CONDITIONS OF CONTRACT

A GENERAL CONDITIONS OF CONTRACT (GCC)

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GENERAL CONDITIONS OF CONTRACT (GCC)

2.1 Definitions

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

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

(b) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments 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 Goods and related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

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

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

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

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

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

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

(l) The "Council" means the Council of Scientific & Industrial Research (CSIR), registered under the Societies Registration Act, 1860 of the Govt. of India having its registered office at 2, Rafi Marg, New Delhi-110001, India.

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

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

2.2 Contract Documents

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

2.3 Code of Integrity

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

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

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

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

a) Provisions in addition to above:

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

2.4 Joint Venture, Consortium or Association

2.4.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the 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 (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

2.12 Patent Indemnity

2.12.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 2.12.2 Indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in India; and
(b) the sale in any country of the products produced by the Goods.

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

2.13 Performance Security

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

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

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

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

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

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

Or

(c) A Fixed Deposit Receipt pledged 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 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in SCC, without levy of any interest.

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

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

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

2.14 Inspections and Tests

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

2.15 Packing

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

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

2.16 Delivery and Documents

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

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

2.17 Insurance

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

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

2.17.3 Where delivery is on FOB or 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 or 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 Twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for Eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

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

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

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

2.21.7 Goods requiring warranty replacements must be replaced on free of cost basis to the purchaser.

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 thirty (30) days after submission of the invoice or claim by the Supplier. While claiming the payment, the supplier should certify in the bill/invoice that the payment being claimed strictly in terms of the contract and all obligations on the part of the supplier for claiming the payment have been fulfilled as required under the contract. The Banking details should be available on Invoice/Bill.

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

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

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

2.24 Assignment

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

2.25 Subcontracts

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

2.26 Extension of time.

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

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

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

2.27 Liquidated Damages

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

2.28 Termination for Default

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

(a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause on Extension of Time; or

(b) If the Supplier fails to perform any other obligation(s) under the Contract.

(c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices etc as defined in GCC Clause and ITB clause on code of integrity in competing for or in executing the Contract.

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

(a) The Performance Security is to be forfeited;

(b) The purchaser may procure, upon such terms and in such manner as it deems appropriate, stores similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract.

(c) However, the supplier shall continue to perform the contract to the extent not terminated.

2.29 Force Majeure

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

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

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

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

2.30 Termination for Insolvency

2.30.1 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 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

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

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

2.32 Settlement of Disputes

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

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

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

(a) If any dispute or difference arises between the parties hereto as to the construction, interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this Agreement, such disputes or differences shall be referred to an Arbitral Bench consisting of three Arbitrators, one each to be appointed by each party and the two Arbitrators shall appoint a third Arbitrator who shall be the presiding Arbitrator. A reference to the Arbitration under this Clause shall be deemed to be submission within the meaning of the Arbitration and Conciliation Act, 1996 and the rules framed thereunder for the time being in force. Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrators otherwise decides in the Award.

(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 IT, etc.) wherever applicable.**

2.36.5 **Customs Duty –** If the supply is from abroad this Institute is permitted to import goods as per notification No**.** 51/96 **–** Customs dt. 23.07.1996 and pay a concessional duty up to 5**%** as per notification on all imports**.**

2.37 Right to use Defective Goods

2.37.1 If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.

2.38 Protection against Damage

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

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

2.39 Site preparation and installation

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

2.40 Import and Export Licenses

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

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

2.41 Risk Purchase Clause

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

2.42 Option Clause

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

2.43 Integrity Pact

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

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

2.44 Order Acceptance

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

B SPECIAL CONDITIONS OF CONTRACT

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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 2.43.1
15.	GCC 2.43.2

Special conditions of contract (SCC)

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

S.N.	GCC Clause Ref	Condition
1	GCC 2.1.1(l)	The Purchaser is: The Director CSIR– CSIO, Sector-30, Chandigarh-160 030 (India).
2	GCC 2.1.1(m)	1. The Final Destination is: **Place of Delivery**: Director CSIR– CSIO, Sector-30, Chandigarh-160 030
3	GCC 2.13.1	The amount of the Performance Security shall be 3% of the contract upto 31.03.2023 thereafter 10% as per Govt. of India order value.
4	GCC 2.15.2	The marking and documentation within and outside the packages shall be: (a) Each package should have a packing list within it detailing the part No(s), description, quantity etc. (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. (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. (d) All the sides and top of each package should carry an Appropriate indication/ label/ stickers indicating the precautions to be taken while handling/storage.
5	GCC 2.16.1	Details of Shipping and other Documents to be furnished by the Supplier are : <u>For goods manufactured within India</u> Within 48 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by registered post / speed post and copies thereof by FAX/Email. (a) Two copies of Supplier's Invoice indicating, *inter-alia* description and specification of the goods, quantity, unit price, total value; (b) Packing list; (c) Certificate of country of origin; (d) Insurance certificate, if required under the contract; (e) Railway receipt/Consignment note; (f) Manufacturer's guarantee certificate and in-house inspection certificate; (g) Inspection certificate issued by purchaser's inspector, if any; and (h) Any other document(s) as and when required in terms of the contract. Note: 01. **The nomenclature used for the item description in the invoices(S), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s).** 02. **The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.** <u>For goods manufactured abroad</u> Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by Registered Post/courier and copies thereof by FAX/Email. (a) Two copies of supplier's Invoice giving full details of the goods including quantity, value, etc.;

		(b) Packing list; (c) Certificate of country of origin issued by supplier; (d) Manufacturer's guarantee and Inspection certificate; (e) Inspection certificate issued by the Purchaser's Inspector, if any; (f) Insurance Certificate, if required under the contract; (g) Name of the Vessel/Carrier; (h) Bill of Lading/Airway Bill; (I) Any other document(s) as and when required in terms of the contract. Note: 01. **The nomenclature used for the item description in the Invoices (s), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s).** 02. **The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.**
6	GCC 2.16.3	In case of supplies from within India, the mode of transportation shall be by *Air/Rail/Road. (retain one only)* In case of supplies from abroad, the mode of transportation shall be by *Air/Ocean. (retain one only)*
7	GCC 2.17.1	The Insurance shall be for an amount equal to 110% of the CIF or CIP value of the contract from within "warehouse to warehouse (final destination)" on "all risk basis" including strikes, riots and civil commotion.
8	GCC 2.21.3	The period of validity of the Warranty shall be _____( ) months from the date of acceptance.
9	GCC2.22.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: Payment for Goods supplied from abroad: Payment of foreign currency portion shall be made in currency of the Contractin the following manner: (a) On Shipment: _____ percent (___ %) of the Contract Price of the Goods shipped shall be paid through irrevocable letter of credit opened in favour of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 2.16. (b) On Acceptance: _____ percent (___ %) of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of Goods and successful installation & commissioning upon submission of claim supported by the acceptance certificate issued by the Purchaser along with the Performance security, if any.
	GCC 2.22.1	The L/C will be confirmed at the suppliers cost, if requested specifically by the supplier. All bank charges abroad shall be to the account of the beneficiary i.e. supplier and all bank charges in India shall be to the account of the opener i.e. purchaser. If L/C is requested to be extended/ reinstated for reasons not attributable to the purchaser, the charges thereof would be to the suppliers' account. Payment of local currency portion shall be made in Indian Rupees within thirty (30) 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. The LC for 100% value of the contract shall be established after deducting the agency commission payable if any, to the Indian agent from the FOB/FCA/CIP/CIF value. Payment for Goods and Services supplied from India:

		The payment shall be made in Indian Rupees, as follows: (a) After shipment : _____ percent (___ %) 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 2.16.1/As per order terms normally within 30 days (b) On Acceptance: The remaining _____ percent (___ %) 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. **Note:All payments due under the Contract shall be paid after deduction of statutory levies at source (like ESIC, Income Tax, etc.), wherever applicable. Banking details should be available on invoice/Bill**
10	GCC 2.27.1	The penalty shall be 0.5% per week or part of a week towards late delivery and towards delay in installation and commissioning with statutory charges.
	GCC 2.27.1	The maximum amount of penalty shall be 10%
11	GCC 2.34.1	The place of jurisdiction is Chandigarh
12	GCC 2.35.1	For notices, the Purchaser's address is The Director, Kind Attn: Controller of Stores & purchase CSIR- Central Scientific Instruments Organisation, Sector 30-C, Chandigarh Telephone: :+91- 0172-2652651 Email: cosp@csio.res.in
13	GCC 2.43.1	The integrity pact is to be/not to be signed. ***(retain one only)***
14	GCC 2.43.2	*The name and contact details of the IEMs are as under:* *i)*

CHAPTER 3

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

SCHEDULE OF REQUIREMENT

Sl. No.	Brief Description of Goods & Services	Quantity	Physical Unit	Final destination/ Place	Delivery Schedule (to be filled by the bidder)	Time frame required for conducting installation, commissioning of the eqpt., acceptance test, etc. after the arrival of consignment (to be filled by the bidder)

Term of delivery:FOB / FCA / CIF / CIP _____ (*named port of shipment or named place of delivery)*

(*retain only one*)

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

Scope of Supply : _____

Training requirement: _____

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

Date : .....

Place : .....

Signature of the Bidder

Notes for Bidders:

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

(2) The date or period for delivery should be carefully specified, taking into account

(a) The implications of delivery terms stipulated in the Instructions to Bidders pursuant to the Incoterms rules (i.e., EXW, or CIF, CIP, FOB, FCA terms—that "delivery" takes place when goods are delivered to the carriers), and

(b) The date prescribed herein from which the delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit, date of releasing advance payment etc.).

Chapter 4

Specifications and Allied Technical Details for .....

(Insert name of the item)

4.1 End Use: Research & Development/As per Tender specifications

4.2 Specifications (including the list of spares)As per Tender document

4.3 Scope of Supply and incidental works: As per tender document

4.4 Inspection & Tests as per tender document/as per order terms

4.4.1 General

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

2. The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at the point of delivery and/or at the Goods final destination.

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

4. Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

5. The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at final destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

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

7. With a view to ensure that claims on insurance companies, if any, are lodged in time, the bidders and /or the Indian agent, if any, shall be responsible for follow up with their principals for ascertaining the dispatch details and informing the same to the

Purchaser and he shall also liaise with the Purchaser to ascertain the arrival of the consignment after customs clearance so that immediately thereafter in his presence the consignment could be opened and the insurance claim be lodged, if required, without any loss of time. Any delay on the part of the bidder/ Indian Agent would be viewed seriously and he shall be directly responsible for any loss sustained by the purchaser on the event of the delay.

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

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

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

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

4.4.2 Manufacturer's Inspection Certificate`

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

4.4.3 Pre Dispatch Inspection ***(delete if not applicable) or elaborate.*** *(Provision of para 2.2.2 (07) of the CSIR Manual on Procurement of Goods 2018 needs to be considered while framing this clause.)*

4.4.4 Third Party Inspection ***(delete if not applicable) or elaborate.***

4.4.5 Acceptance Test

The acceptance test will be conducted by the Purchaser, their consultant or other such person nominated by the Purchaser at its option after the equipment is installed at Purchaser's site in the presence of supplier's representatives. The acceptance will involve trouble

free operation. There shall not be any additional charges for carrying out acceptance test. No malfunction, partial or complete failure of any part of the equipment is expected to occur. The Supplier shall maintain necessary log in respect of the result of the test to establish to the entire satisfaction of the Purchaser, the successful completion of the test specified.

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

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

The acceptance tests at the final destination include the following:
(a)

(b)

4.5 Training

Free training should be imparted to ____ No. of persons of the purchaser at the purchaser's premises for a period of _____ days on operation, trouble shooting and maintenance of the supplied item. *(Provision of para 2.2.2 (07) of the CSIR Manual on Procurement of Goods 2018 needs to be considered while framing this clause.)*

4.6 Warranty

The warranty of the equipment should be for a period of ____ months from the date of acceptance. During the warranty period upgrades of the software, if any should be provided free of cost.

4.7.1 Annual Maintenance Contract (*delete if not applicable*) *or elaborate*.

PRICE SCHEDULE FOR GOODS BEING OFFERED FROM INDIA (Chapter 5)

Name of the Bidder_____ **Tender No.**_____

1	2	3	4	5	6	7	8	9	10	11	12
Sl. No.	Item Description With HSN code	Country of origin	Unit	Quantity	Unit Rate Ex-Works, Ex-warehouse, Ex-show room off the shelf price (inclusive of all taxes already paid)	Total price Ex-Works, Ex-warehouse, Ex-show room off the shelf price (inclusive of all taxes already paid) 5x6	GST & other taxes payable, if contract is awarded	Packing & forward-ing up to station of dispatch if any	Charges for inland transporta-tion, insurance up to Lab. / Instt.by ***air/road/ rail (retain one only)***	Total Price	Installation, Commis-sioning and training charges, if any
1											
2											

Note:

(a) The cost of optional items, if any shall be indicated separately

(**b**) Cost of Spares, if any

Total Bid price in foreign currency_____

in words _____

Signature of Bidder _____

Name _____

Business Address _____

PRICE SCHEDULE FOR GOODS BEING OFFERED FROM ABROAD (Chapter 5)

Name of the Bidder_____ TENDER No._____

1	2	3	4	5	6	7	8	9	10	11	12
Sl. No.	Item Description	Country of origin	Unit	Qty.	Unit price Indicating currency FOB (named port of shipment or FCA (named place of delivery) ***(retain only one)***	Total price (5x6) FOB (named port of shipment) or FCA (named place of delivery) ***(retain only one)***	Charges for Insurance & transportation to port//place of destination	Total price ***CIF/CIP (retain one only)*** (7+8)	Indian Agents Commission as a percent of FOB /FCA price included in the Quoted price	Approx. Ship-ment weight and volume	Indian Customs Tariff No and HSN No. (ICT & HSN No.)

Note:

Currency _____ Total Bid price in foreign currency _____

in words _____

(a) Indian agents name & address _____

(b) Installation, commissioning & training charges, if any _____ Signature of Bidder _____

Name _____

(c) Cost of Spares, if any _____

Business Address _____

(d) The Indian agent's commission shall be paid in Indian Rupees only based on the Exchange Rate prevailing on the date of negotiation of documents in accordance with clause 2.22 of GCC.

(e) The cost of optional items shall be indicated separately.

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.	Bid Securing Declaration. (to be enclosed with the technical bid)
05.	Performance Statement Form (to be enclosed with the technical bid)
06.	Deviation Statement Form (to be enclosed with the technical bid)
07.	Service Support Detail Form (to be enclosed with the technical bid)
08.	Bid Form (to be enclosed with the priced bid)
09.	Performance Security Form (to be enclosed with the technical bid)
10.	Acceptance Certificate Form (to be enclosed with the technical bid)
11.	Integrity Pact (to be enclosed with the technical bid)
12.	Tender Acceptance Form
13.	Format of declaration of abiding by the code of integrity and conflict of interest to be submitted by the bidder.

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

Annexure–5C

Bidder Information Form

(Refer para 5.1.2 (ix)(a) of the CSIR Manual)

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

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

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

Page 1 of_____ pages

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

Signature of Bidder _____

Name _____

Business Address _____

MANUFACTURERS' AUTHORIZATION FORM

(Refer para 5.1.2 (ix)(b) of the CSIR Manual)

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

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

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

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

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

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

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

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

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

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

Annexure–5E

BID SECURITY FORM

(Refer para 5.1.2 (ix)(c) & 6.1.1 (01) of the CSIR Manual)

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

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

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

THE CONDITIONS OF THIS OBLIGATION ARE:

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

Or

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

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

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

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

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

_____

(Signature of the authorized officer of the Bank)

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

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

Annexure–5F

Bid-Securing Declaration Form

(Refer para 5.1.2 (ix)(d) & 6.1.1 (02) of the CSIR Manual)

Date:_____
Bid No. _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

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

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

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

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

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

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

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

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

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

Corporate Seal (where appropriate)

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

Annexure–5G

PERFORMANCE STATEMENT FORM

(Refer para 5.1.2 (ix)(e) of the CSIR Manual)

(For a period of last 3 years)

Name of the Firm…….

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

Signature and Seal of the manufacturer/Bidder …….

Place :
Date :

Annexure–5H

DEVIATION STATEMENT FORM

(Refer para 5.1.2 (ix)(f) of the CSIR Manual

Sl . No .	Name of Specifications / Parts / Accessories of Tender Enquiry	Specifications of Quote Model / Part /Accessory	Compliance Whether Yes of No	Deviation, if any to be indicated in unambiguous terms (The compliance / Deviation should be supported by relevant Technical Literature)	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

Signature of 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–5I

SERVICE SUPPORT FORM

(Refer para 5.1.2 (ix)(g) of the CSIR Manual)

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

Signature and Seal of the manufacturer/Bidder…….

Place :

Date :

Annexure–5J

Bid Form

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

[The Bidder shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]
Date: *[insert date (as day, month and year) of Bid Submission]*

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

To: *[insert complete name of Purchaser]*
We, the undersigned, declare that:

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

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

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

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

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

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

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

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

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

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

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

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

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

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

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

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

Annexure–5K

PERFORMANCE SECURITY FORM

(Refer para 5.1.2 (ix)(i) & 6.1.2 (02) of the CSIR Manual)

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To,

……..

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

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

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

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

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

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

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

(Signature of the authorized officer of the Bank)

……
Name and designation of the officer

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

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

Annexure–5L

ACCEPTANCE CERTIFICATE FORM

(Refer para 5.1.2 (ix) (j) of the CSIR Manual)

No._____ Dated: _____

M/s. _____
_____
_____

Sub: Certificate of commissioning of equipment

---

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

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

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

Sl. No.	Description	Amount to be rrecovered

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

or

The supplier has failed to 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. 3.

For Supplier	For Purchaser
Signature ……..	Signature……..
Name ……..	Name……...
Designation ……..	Designation……
Name of the firm……	Name of the Lab/Instt……...
Date ……	Date…….

Annexure–5M

Format of Integrity Pact

(Refer para 5.1.2 (ix) (k) of the CSIR Manual)

INTEGRITY PACT

Between

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

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

Preamble

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

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

Section 1 – Commitments of the Principal

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

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

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

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

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

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

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

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

(b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, Certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

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

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

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

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

(3) The person signing IP shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.

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

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

Section 4 – Compensation for Damages

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

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

Section 5 – Previous transgression

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

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

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

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

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

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

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

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

Section 8 - Independent External Monitors

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

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

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

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an

impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

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

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

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

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

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

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

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

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

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

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

_____ _____

(For & On behalf of the Principal) (For & On behalf of Bidder/Contractor)

(Office Seal)

Place……

Date……..

(Office Seal)

Place……

Date……..

Witness 1:(Name & Address): _____

Witness 2::(Name & Address): _____

Annexure–5N

Format of Letter of Authority for participating in bid opening

(On the letter head of the bidder)

(Refer para 5.1.2 (ix)(l) &5.3.2 of the CSIR Manual)

Ref.No._____ Date:_____

Subject: Authorisation letter for participants in the bid opening process

To

_____

_____

(Name & Address of the Purchaser)

Sir

With reference to your invitation for bid No._____ dated _____, we wish to inform you that we have participated in the bidding process and have submitted bid bearing Ref. No. _____ dated_____.

In line with your requirement, we hereby authoriseSh/Smt._____ to participate in the bid opening process scheduled on _____ at _____ hrs (IST) in your premises. A copy of the identity of the representative is attached duly certified by the undersigned.

Thanking you

Yours faithfully,

(Signature of the bidder with seal)

Annexure–50

Format for declaration by the Bidder for Code of Integrity & conflict of interest
(Refer para 3.2.1 & 5.1.2 (ix)(m) of the CSIR Manual)

(On the Letter Head of the Bidder)

Ref. No: _____ Date _____

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

Sir,

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

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

a
b
c

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

Thanking you,

Yours sincerely,

Signature
(Name of the Authorized Signatory)
Company Seal

Annexure–5P

PRICE SCHEDULE FORM FOR GOODS BEING OFFERED FROM ABROAD

(Refer para 5.1.4 (02)(I) of the CSIR Manual)

Name of the Bidder_____ TENDER No._____

1	2	3	4	5	6	7	8	9	10	11	12
Sl. No.	Item Description	Country of origin	Unit	Qty.	Unit price Indicating currency FOB (named port of shipment or FCA (named place of delivery) ***(retain only one)***	Total price (5x6) FOB (named port of shipment) or FCA (named place of delivery) ***(retain only one)***	Charges for Insurance & transportation to port//place of destination	Total price ***CIF/CIP (retain one only)*** (7+8)	Indian Agents Commission as a percent of FOB /FCA price included in the Quoted price	Approx. Ship-ment weight and volume	Indian Customs Tariff No and HSN No. (ICT & HSN No.)

Note:

Currency _____ Total Bid price in foreign currency _____

in words _____

(a) Indian agents name & address _____

(b) Installation, commissioning & training charges, if any _____

Signature of Bidder _____

Name _____

(c) Cost of Spares, if any _____

Business Address _____

(d) The Indian agent's commission shall be paid in Indian Rupees only based on the Exchange Rate prevailing on the date of negotiation of documents in accordance with clause 22.1 of GCC.

(e) The cost of optional items shall be indicated separately.

Annexure–5Q

PRICE SCHEDULE FORM FOR GOODS BEING OFFERED FROM INDIA

(*refer para 5.1.4 (02)(I) of the CSIR Manual)*

Name of the Bidder_____ **Tender No.**_____

1	2	3	4	5	6	7	8	9	10	11	12
Sl. No.	Item Descrip-tion With HSN code	Country of origin	Unit	Quantity	Unit Rate Ex-Works, Ex-warehouse, Ex-show room off the shelf price (inclusive of all taxes already paid)	Total price Ex-Works, Ex-ware- house, Ex-show room off the shelf price (inclusive of all taxes already paid) 5x6	GST & other taxes payable, if contract is awarde d	Packing & forwarding up to station of dispatch, If any	Charges for inland transportati on, insurance up to Lab. / Instt.by ***air/road/ rail (retain one only)***	Total Price	Installation, Commissio ning and training charges, if any

Note:

(a) The cost of optional items, if any shall be indicated separately
(**b**) Cost of Spares, if any

Total Bid price in Indian currency_____
in words _____

Signature of Bidder _____

Name _____

Business Address _____

Annexure–5R

Bid opening attendance sheet cum report

(Refer para 5.3.2 of the CSIR Manual)

_____

(Nameof the Lab/Instt)

AttendanceRecord						
Sr No	Bidder's Name	Bidder's Address	Bidder'sAuthorizationandDate	Represented by	Contact No.	Signatureof Representative

BidOpeningReport						
Tender No			Title		DateofOpening	
Offer No.	Bidder's Name	Bidder's Refand Date	SubmissionofRequisite EMD(Y/N)	SubmissionofotherMandatoryDocuments(Y/N)	RateQuotedandTaxes/Duties	Signature ofRepresentative
--/---						
--/--						
--/--						

Totalno.ofregulartenderstakenoutfromthetenderboxtobeopenedasmentionedabove ..... (in figuresandinwords)

Signature, Date and Time Name and Designation of Tender Opening Officer	Signature, Date and Time Name and Designation of Tender Opening Officer	Signature, Date and Time Name and Designation of Tender Opening Officer

Received total regular tenders.....(Infigures/words)asabove

Signature, Date and Time Name and Designation of Purchase Dealing Assistant/ Section Officer	

Annexure–5S

BANK GUARANTEE FORM FOR ADVANCE PAYMENT

(Refer para 5.1.2 (ix)(n) & 6.5.1 (ii) (d) of the CSIR Manual)

To
_____(*name of Purchaser*)
_____(*address of Purchaser*)
_____(*name of Contract*)

Gentlemen:

In accordance with the provisions of the Purchase Order no. _____, dated_____, M/s_____ _____, (n*ame and addressof Supplier)* (hereinafter called "the supplier") shall deposit with_____(*name of Purchaser*) abank guarantee to guarantee his proper and faithful performance under the said Clause …. of the Contract in an amount of (*amount of guarantee)* *_____ (*in words*).

We, the _____(*bank or financial institution*), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to (*name of Purchaser*) on his first demand without whatsoever right of objection on our part and without his first claim to the Supplier, in the amount not exceeding _____ (*amount of guarantee*)* _____(*in words*).

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 (*name of Purchaser*) 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 remain valid and in full effect from the date of the advance payment received by the Supplier under the contract until _____.

Yours truly,

Signature and seal:
Name of bank/ financial institution:
Address:
Date:

_____ An amount is to be inserted by the bank or financial institution representing the amount of the Advance Payment.

Annexure–5T

((Refer to D.O.F. No.6/18/2019-PPD Dated, 28 July, 2020)

(TO BE FURNISHED ON BIDDER'S LETTER HEAD)

Date:_____

To

_____
_____

Sub: Certificate for Restriction on procurement from a bidder of a country which shares a Land Border with India

LPC NIT No._____

Name of Bidder: _____

Dear Sir,

"*I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from a country or, if from such a country, has been registered with the Competent Authority, I hereby certify that this bidder fulfills all requirement in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached***.)"**

Yours faithfully,

(Signature & Name of the Authorized Signatory with Company Seal)

Annexure–5U

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

(On the Letter Head of the Bidder)

Ref. No: _____

Date

_____

_____

(Name & address of the Purchaser)

Sir,

With reference to your Tender No._____dated_____I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement and have no conflict of interest.

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

a

b

c

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

Thanking you,

Yours sincerely,

CSIR-CSIO Tender No. _____

(Signature & Name of the Authorized Signatory with Company Seal)

Annexure–5V

Self Certification by the Bidder for Local content

(Refer to PPS, DPIIT Order No. P-45021/2/2017-PP (BE-II) dated 16 September 2020)

(On the Letter Head of the Bidder)

Quotation/Bid No: _____ Date: _____

To:

_____

(Name & address of the Purchaser)

S.No.	Name of Item	**Percentage of Local Content**	**Location** (Complete address) at which value Addition is made	Status of the bidder, whether, **Local Supplier - I / Local Supplier -II / Non-Local Supplier.**

Sr No	Details as per Price Schedule	Value
A	Total value of the item (excluding net domestic indirect taxes) (In Rupees)	
B	The value of imported content in the item (including all custom duties) (In Rupees)	
C	Total value of the item(In Rupees)	
D	Value of Local Content in percentage (A-B/C*100)	

*As per OM No. P-45021/102/2019-BE-II-Part(2) (E-50310) dt March 4, 2021 issued by Public Procurement Section, DPIIT Bidders cannot claim themselves as Class- I local suppliers/ Class- II local suppliers by claiming the services such as transportation, insurance, installation, commissioning, training, and after sales service support like AMC/ CMC etc. as local value addition.

I / We hereby certify that the above statement is true and correct to the best of my knowledge. I understand that a false statement / declaration will disqualify / debar me from the process.

CSIR-CSIO LPC NIT No. _____

Signature
(Name of the Authorized Signatory)
Company Seal

For more details in this connection you may kindly go through the "Public Procurement (Preference to Make in India), Order 2017 as revised from time to time and available on the website of the Department for Promotion of Industry and Internal Trade at http://dipp.gov.in.

Annexure–5W

PRICE REASONABILITY CERTIFICATE

(Should be printed in Company Letter head and signed by the authorized signatory with seal.)

This is to certify that the prices quoted for (Name of the Item offered) are best and minimum and we have not quoted the same on lesser rates than those being offered to CSIR-CSIO to any customer nor we will do till the validity of offer or execution of Purchase Order.

CSIR-CSIO Tender No. _____

Signature
(Name of the Authorized Signatory)
Company Seal

Mandatory check point to Bidders before uploading/submitting Tender
(Refer complete document)

	Information/document attached/enclosed at page No.
EMD (Bid Security) as per Tender document	
Annexure 5C Bidder information form	
5D, MAF	
5E, Bid Security form	
5F,Bid securing declaration form	
5G,Performance Statement form	
5H, Deviation Statement form	
5I, Service Support form	
5J, Bid Form	
5K, Performance Security Form	
5L Acceptance Certificate form	
5M, Format of Integrity Pact	
5N, Format of letter for authority for participating in bid opening	
5O, Code of Integrity	
5P, Price Schedule being offered from abroad	
5Q, Price schedule being offered from India	
5R, Bid opening Attendance sheet	
5S, Bank Guarantee form for Advance Payment	
5T, Acceptance of Terms & conditions	
5U, Code of Integrity	
5V,Self Certification for local contents	
5W, Price reasonability Certificate	
Terms & conditions applicable for Indegenous/Imported goods & services. Should clearly mention to avoid rejection. FOR/ Ex-Works/FOB/FCA, CIF/CIP Valdity of quote-Should be 90 Days Delivery Period: 30 days or as required Payment Terms: 30 days or as required. Warranty Period: GST, If applicable: **Percentage/Amount of Custom Duty included in the prices, if the quoted item is of import nature and prices quoted in Indian currency (Custom Duty Exemption Certificate will be provided)**	

Note: **Conditional Tender will not be considered**