



TENDER NO: P/NC/403/PKM/SM/GeM/24-25

Date: 18.10.2024

**TENDER DOCUMENT FOR THE SUPPLY AND INSTALLATION OF SPARES FOR**

**Vacuum Melt-spinning unit**

CSIR- National Metallurgical Laboratory, Jamshedpur (Jharkhand) INDIA

Tel: 0657 234 5132, 5125

Email: [spo@nmlindia.org](mailto:spo@nmlindia.org);

**INVITATION FOR ONLINE BIDS / NIT**

Director, CSIR-NML, Jamshedpur herein after called as the 'Purchaser' invites online bids from Manufacturer (OEM) or exclusively authorised service Provider who are eligible as per the Order No. P45021/2/2017-PP (BE-II), dated :16 September 2020 issued by DIPP, Ministry of Commerce and Industries, GoI for purchase of items listed below:

Sl. No.	Tender No.	Description of items	Qty	Single/ Double bid	Bid Security (EMD) (in Indian Rupees)
01	P/NC/403/PKM/SM/GeM/24-25	<b><u>Supply and instalation of Spares for Vacuum Melt-spinning unit</u></b>	1	Double	₹36,000/- or <b>Bid Security Declaration</b>

**(Detail Specification in Chapter 4)**

(All Prospective bidders are requested to kindly go through the terms and condition before formulating and submitting your bids)

1. Interested Bidders may obtain further information from the CPPP Portal (<https://etenders.gov.in/eprocure/app>). Alternatively, the Tender documents may also be downloaded from our website <https://www.nmlindia.org> free of cost. However, all the bids are to be **submitted online only** on the CPPP Portal (<https://etenders.gov.in/eprocure/app>)
2. The bids must be submitted online on or before **due date as per E-Tender Portal**
3. All bids must be accompanied with a bid security as specified above in the table and must be submitted online only on the CPPP Portal (<https://etenders.gov.in/eprocure/app>) on or before the date and time indicated

above in para 3. Bids will be opened online on the specified date and time. In event of

the date specified for opening of bids being declared as a closed holiday for purchaser's office, the due date for submission of opening of bids will be the following working day at the appointed time.

4. The Eligibility, Purchase Preference and other conditions as detailed in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012, issued by Ministry of Micro, Small and Medium Enterprises, Office of Development Commissioner (MSME) dated:23rd March 2012 amended time to time and Order No. P45021/2/2017-PP (BE-II) dated: 16 Sep 2020 issued by DIPP, Ministry of Commerce and Industries, GoI will also be applicable in addition to other conditions mentioned in this Tender Document. Bidders are mandatory to indicate whether they are MSEs/Startup along with their class based on Local Value addition i.e. Class – I or Class – II bidders.
5. **The bidders offering imported products will fall under the category of Non-local suppliers. They can't claim themselves as Class-I local supplier/ Class-II local supplier by claiming profit, warehousing, marketing, logistics, freight etc. as local value addition.**
6. Tender acceptance Letter as per Annexure 1 and Tender Check List are mandatory. Your bid shall be summarily rejected, if the same is not submitted along with tender. In case of any contradiction between the tender condition(s) and bid offered by you, tender condition(s) shall prevail as per the Tender Acceptance Letter.
7. **CSIR-NML, Jamshedpur will not be the importer in any case, hence no documents (including CDEC) shall be issued by CSIR-NML for custom clearance.**
8. The Director, CSIR- NML, Jamshedpur 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.

Yours faithfully,

Sd/-  
(Stores and Purchase Officer)  
For and on behalf of CSIR

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1.	Publish Date & Time	<b>As Per E-Tender Portal</b>
2.	Clarification Start Date	
3.	Clarification End Date	
5.	Bid Submission Start Date & time	
6.	Bid Submission End Date & Time	
7.	Bid Opening Date & Time	

### **TENTATIVE TIME SCHEDULE OF PROCUREMENT PLANNING**

<b>Sl. No.</b>	<b>Stage</b>	<b>Tentative Time Frame</b>
1.	Date of Bid Opening	XX
2.	Date of Completion of Bid Evaluation	XX + 60
3.	Date of communication of Rejection of Bids	XX + 70
4.	Date of Receipt of context, if any, from Bidders	XX + 80
5.	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 subject to para 5 of the invitation for bids.
- 1.1.2 Minimum Local Content as defined in Para 2 read with 5 of the Order No. P45021/2/2017-PP (BE-II) dated: 16 Sep 2020 issued by DIPP, Ministry of Commerce and Industries, GoI shall be applicable.
- 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 are eligible 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.
- 1.1.8 **The bidders offering imported products will fall under the category of Non-local suppliers. They can't claim themselves as Class-I local supplier/ Class-II local supplier by claiming profit, warehousing, marketing, logistics, freight etc. as local value addition.**
- 1.1.9 **Eligibility in case of Land Border Share:**
- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
  - II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

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

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

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

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

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

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

VI. [Applicable for Works contracts, including Turnkey contracts only] The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

## 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 suo-moto proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and
- ii) The bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity;
- iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest would be evaluated and mitigation steps, if possible, taken by the purchaser. Similarly, voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidder's actions in the tender and subsequent contract.

### 1.3.4 Punitive Provisions

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

- i) If 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 Content of Tender Documents**

- 1.4.1 The goods required, bidding procedures and contract terms are prescribed in the bidding documents should be read in conjunction. The bidding documents, apart from the invitation for bids and Critical Date Sheet have been divided into 6 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: Contract Form
  - Chapter 6: Other Standard Forms
- 1.4.2 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.

### **1.5 Clarification of tender documents**

- 1.5.1 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) up to one week prior to the last date of submission of bids. No request for clarification or query shall normally be entertained after the deadline/pre-bid conference if any. Should the Purchaser deem it necessary to amend the Tender Documents as a result of a clarification, it shall do so following the procedure under Clause relating to amendment of Tender Documents and Clause relating to Deadline for Submission of Bids.
- 1.5.2 The queries, clarifications and amendments issued would also be hosted on the website of the Purchaser for the benefit of the other prospective bidders.

### **1.6 Amendment of Tender Documents**

- 1.6.1 At any time prior to the deadline for submission of the 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 floating Corrigendum to the etenders portal (<https://etenders.gov.in/eprocure/app>). All prospective bidders are expected to surf the etenders website before submitting their bids and last date of bid submission, whichever is later to take cognizance of the amendments.
- 1.6.2 In order to allow reasonable time to the prospective bidders' 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 CPPP and website of the Purchaser.

## **PREPARATION OF BIDS**

The Bidders are requested to kindly go through the 'Instructions to Bidder' also for Online Bid Submission before Preparation and Submission of Bid. The Document is available on the etenders Portal at [www.etenders.gov.in](http://www.etenders.gov.in)>Downloads(available on Left Panel)> Instructions to Bidder for Online Bid Submission

### **1.7 Language of Bid**

- 1.7.1 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 especially when the details are technical.
- 1.7.2 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.

### **1.8 Purchase Preference Policies**

- 1.8.1 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 Micro and Small enterprises (MSEs), Make in India and disadvantaged sections of the society and to address environmental concerns along with preferential market access in Govt. procurements.
- 1.8.2 For the above purpose under Make In India provisions, 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. P45021/2/2017-PP (BE-II) dated: 16 Sep 2020 or by the competent Ministries/Departments in pursuance of this order and local content means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- 1.8.3 **The bidders offering imported products will fall under the category of Non-local suppliers. They can't claim themselves as Class-I local supplier/ Class-II local supplier by claiming profit, warehousing, marketing, logistics, freight etc. as local value addition.**

### **1.9 Documents Comprising the Bid**

- 1.9.1 The bid prepared by the Bidder shall include:

#### **A. Technical bid**

- (a) Tender Check List
- (b) Tender Acceptance Form
- (c) Bidder Information Form;
- (d) Declaration abiding by the Code of Integrity and no conflict of interest for public procurement;
- (e) Bid Security as specified in the Invitation to Bids;
- (f) Service support details Form;

- (g) Deviation Statement Form;
- (h) Performance Statement Form;
- (i) Manufacturer's Authorization Form, in case Bidder is not the OEM
- (j) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
- (k) Integrity Pact, if required;
- (l) Documents establishing goods eligibility and conformity to bidding documents; indicating HSN No
- (m) Schedule of requirements .
- (n) 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.
- (o) 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 accountant 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.
- (p) 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 .
- (q) Other documents, if any

## **B Price bid**

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

### **1.10 Bid form and Price Schedule Form**

1.10.1 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. **If the BoQ file is found to be modified by the bidder, the bid will be rejected.**

### **1.11 Bid Prices**

1.11.1 The Bidder shall indicate on the appropriate price schedule form (provided as BoQ with the Tender), the unit prices of the goods it proposes to supply under the contract.

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

- (i) The price of the goods quoted Ex -works including taxes already paid.
- (ii) GST and other taxes, if any which will be payable on the goods if the contract is awarded.
- (iii) The charges for inland transportation, insurance and other local services

required for delivering the goods at the desired destination as specified in the price schedule form.

- (iv) Wherever applicable, the cost towards the installation, commissioning, spares, extended warranty, AMC/CMC, site preparation and training including any incidental services, if any.
- (v) The Excel Sheet will automatically calculate the Total Bid Price. The bidders are advised to check for this Final bid price before submission as the Bid is to be evaluated on this price only.

**1.11.3 Where there is no mention of packing, forwarding, freight, insurance changes, taxes etc. the same shall be treated as included in the Ex-Works price and bid will be evaluated in that manner only.**

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

1.11.5 All lots and items must be listed and priced separately as asked in the BOQ. Bidders should note that BoQ will not allow to quote zero (NIL) value as unit Rate (i.e. under column M) for any item listed in the BoQ unless the BoQ is Item-wise.

1.11.6 ~~The Purchaser is registered with Dept. of Scientific & Industrial Research, Govt. of India and concessional GST (CSST & SGST and IGST) are leviable vide Notification No.47/2017-Integrated Tax (Rate) and Notification No.45/2017-Central Tax (Rate) both dated 14<sup>th</sup> November, 2017 and similar State Tax (Rate) notifications.~~

1.11.7 CSIR-NML will not be the importer in any case, hence no documents (including CDEC) shall be issued by CSIR-NML for custom clearance

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

## **1.12 Bid Currencies**

1.12.1 Prices shall be quoted in Indian Rupees only.

## **1.13 Documents Establishing Bidder's Eligibility and qualifications**

1.13.1 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.

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

- (a) The bidder meets the qualification criteria listed in bidding documents if any.
- (b) Bidder who doesn't manufacture the goods it offers to supply shall submit Manufacturers' Authorization Form (MAF) using the form specified in the bidding document to demonstrate that it has been duly authorized by the manufacturer of the goods to quote and/or supply the goods.

**1.13.3 Conditional tenders shall not be accepted at all.**

## **1.14 Documents Establishing Goods' Eligibility and Conformity to Bidding Documents**

- 1.14.1 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.
- 1.14.2 To establish the conformity of the goods and services to the specifications and schedule of requirements of the bidding document, the documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of:
- (a) A detailed description of the essential technical and performance characteristics of the goods;
  - (b) A list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods during the warranty period following commencement of the use of the goods by the Purchaser in the Price-bid; and
  - (c) An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 1.14.3 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 it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
- 1.14.4 **Alternate offers/makes/models is not allowed. Hence it is advised herewith to quote for a single make and model throughout the tender.**

## **1.15. Bid Security**

- 1.15.1 The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture.
- 1.15.2 The Bidder shall furnish, as part of its bid, a bid security (BS) for an amount as specified in the Invitation for Bids. The BS shall be submitted by the manufacturer or their specifically authorized dealer/bidder.
- 1.15.3 The bid security can be furnished in form of **Bid Securing Decelration (BSD)** as per format given in Annexure 5.  
**Alternatively**, the bid security can be submitted in one of the following forms in Indian Rupees 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.
  - b. Fixed Deposit receipt pledged in favour of the Lab. /Institute.
  - c. Through RTGS/NEFT to the Bank Account of Purchaser as given in Annexure 16;
  - d. **EMD shall be submitted in the electronic format online (by scanning) while**

**uploading the bid. This submission shall mean that EMD is received electronically. However, BG/FDR should reach in original to the designated officer through post or by hand so as to reach by the time of tender opening. In case of exemption of EMD, the scanned copy of the document in support of exemption will have to be uploaded by the bidder during bid submission**

1.15.4 Bidders those 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 upto the monetary value of registration only. The MSEs 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

1.15.8 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.

1.15.9 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 (including subsequent extended period, if any) 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.

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

## **1.16 Period of Validity of Bids**

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

- 1.16.2 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.
- 1.16.3 Bid evaluation will be based on the bid prices without taking into consideration the above corrections.



## **D. Submission of Online Bids**

The Bidders are requested to kindly go through the Instructions To Bidder also for Online Bid Submission before Preparation and Submission of Bid. The Document is available on the etenders Portal at [www.etenders.gov.in](http://www.etenders.gov.in)>Downloads(available on Left Panel)> Instructions To Bidder for Online Bid Submission

### **1.17 Online Submission of bids**

1.17.1 Bids shall be submitted online only at CPPP website: <https://etenders.gov.in/eprocure/app>.

### **1.18 Format of submission of Bid**

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

1.18.2 In case the bids are invited on single cover basis, both Technical and Financial bids is submitted in one cover online on etenders portal.

1.18.3 In case the bids are invited on two-cover basis, 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. In case if bidder submitting financial bids in a technical cover it would be considered for further evaluation at the risk & responsibility of the bidder.

### **1.19 Deadline for Submission of Bids**

1.19.1 Bids shall be submitted online only at CPPP website: <https://etenders.gov.in/eprocure/app> between Bid Submitted start date and end date

### **1.20 Withdrawal, substitution and Modification of Bids.**

- a) Bidder can modify the bids any number of times online between bids submitted start date up to bid submitted end date.
- b) Bids can be withdrawn online at any time between bids submitted start date up to bid submitted end date with proper justification

## **E. Opening and Evaluation of Bids**

### **1.21 Opening of Bids by the Purchaser**

- 1.21.1 The Purchaser will decrypt all bids Online as per the schedule given in invitation for bids. In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be decrypted at the appointed time on the next working day. In two-part bidding, the financial bid shall be opened only after technical evaluation.
- 1.21.2 The Purchaser will upload bid opening summary within 48 hours of opening of bids.

### **1.22 Confidentiality**

- 1.22.1 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 on CPPP at each stage.
- 1.22.2 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.

### **1.23 Clarification of Bids**

- 1.23.1 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.

### **1.24. Preliminary Examination**

- 1.24.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 1.9 have been provided, and to determine the completeness of each document submitted.
- 1.24.2 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 1.9;
  - (b) All the tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the tender enquiry document .The tenders, who do not meet the basic requirements, are to be treated as unresponsive and ignored .The following are some of the important points, for which a tender may be declared as unresponsive and to be ignored, during the initial scrutiny:
    - i. The Bidder is not eligible.
    - ii. The Bid validity is shorter than the required period.
    - iii. The Bidder has quoted for goods manufactured by a different firm without the required authority letter from the proposed

- manufacturer.
- iv. Bidder has not agreed to give the required performance security or has not furnished the bid security.
- v. The goods quoted are sub-standard, not meeting the required specification, etc.
- vi. Against the schedule of Requirement (incorporated in the tender enquiry), the bidder has not quoted for the entire requirement as specified in that schedule.
- vii. The bidder has not agreed to some essential condition(s) incorporated in the tender enquiry .

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

1.25.1 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.

1.25.2 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.

## **1.26 Responsiveness of Bids**

- 1.26.1 Prior to the detailed evaluation, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantive responsive bid is one, which conforms to all terms and condition of the bidding documents without material deviations, reservations or omissions. A material deviation, reservation or omission is one that:
- (a) Affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
  - (b) Limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
  - (c) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 1.26.2 The purchasers' determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 1.26.3 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.
- 1.26.4 If a bidder quotes NIL Charges/consideration, the bid shall be treated as unresponsive and will not be considered.

## **1.27 Non-Conformity, Error and Omission**

- 1.27.1 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.
- 1.27.2 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.
- 1.27.3 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.

1.27.4 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.

## **1.28 Examination of Terms & Conditions, Technical Evaluation**

1.28.1 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.

1.28.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 1.14, to confirm that all requirements specified in Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.

1.28.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 1.26, it shall reject the Bid.

## **1.29 Evaluation and comparison of bids**

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

1.29.2 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.

1.29.3 Purchase preference shall be given as detailed in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012, issued by Ministry of Micro, Small and Medium Enterprises, Office of Development Commissioner (MSME) dated:23<sup>rd</sup> March 2012 amended time to time and Order No. P45021/2/2017-PP (BE-II) dated: 16 Sep 2020 issued by DIPP, Ministry of Commerce and Industries, GoI.

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

- (i) The price of the goods quoted ex-works including all taxes already paid.
- (ii) GST and other taxes, if any which will be payable on the goods if the contract is awarded.
- (iii) Charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination.
- (iv) Wherever applicable, the cost towards the installation, commissioning, spares, extended warranty, AMC/CMC, site preparation and training including any incidental services, if any.

**Note: Where there is no mention of packing, forwarding, freight, insurance changes, taxes etc. the same shall be treated as included in the Ex-Works price and bid will be evaluated in that manner only.**

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

1.29.6 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.

1.29.7 The Purchaser shall compare all substantially responsive bids to determine the lowest valuated bid, in accordance with ITB Clause 1.28.

### **1.30 Contacting the Purchaser**

1.30.1 Subject to ITB Clause 1.23, 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.

1.30.2 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.

### **1.31 Post qualification**

1.31.1 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 1.13.

1.31.2 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.

1.31.3 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**

### **1.32 Negotiations**

1.32.1 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.

### **1.33 Award Criteria**

1.33.1 Subject to ITB Clause 1.36, 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.

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

1.34.1 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.

### **1.35 Option Clause**

1.35.1 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)

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

1.36.1 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.

### **1.37 Notification of Award**

1.37.1 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.

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

1.37.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 1.41, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security.

1.37.4 The successful bidder shall provide his unique GEM Seller ID as per order no No.6/9/2020-PPD dated 24<sup>th</sup> August 2020 issued by PPD, Department of Expenditure, MoF, GOI.

### **1.38 Signing of Contract**

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

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

### **1.39 Order Acceptance**

1.39.1 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.

1.39.2 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.

### **1.40 Performance Security**

1.40.1 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.

1.40.2 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.

1.40.3 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.

1.40.4 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.

1.40.5 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
- (b) NEFT/RTGS
- (c) A Fixed Deposit Receipt pledged in favour of the Purchaser.



- 1.40.6 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.
- 1.40.7 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.
- 1.40.8 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.

**1.40.9 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.**

#### **1.41 Pre-bid Conference (PBC)**

- 1.41.1 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.

#### **1.42 Integrity Pact**

- 1.42.1 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.
- 1.42.2 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.

1.42.3 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.

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

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

1.42.6 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.

1.42.7 The modal format of IP is at Annexure 17.

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

- a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the purchaser;
  - b) Forfeiture or encashment of any other security or bond relating to the procurement;
  - c) Recovery of payments including advance payments, if any, made by the Purchaser along with interest thereon at the prevailing rate.
- 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) RTGS/NEFT

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

## **2.17 Insurance**

2.17.1 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**

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.
- 2.22.4 Payment shall be made in Indian Rupees only 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.

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 within and 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, GST etc.) wherever applicable.**

## **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.
- (c) For electrical equipment more than 2KW it must be 3 phase operating volatage (440V)

## **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. Unless otherwise specified anywhere else in this Tender Document, the Supplier has to complete the Installation/Commissioning within one (1) month from the date of arrival of the equipment in the Institute.

## **2.40 Risk Purchase Clause**

2.40.1 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.

## **2.41 Option Clause**

2.41.1 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)

## **2.42 Integrity Pact**

2.42.1 The SCC shall specify whether there is a need to enter into a separate Integrity pact or

not.

2.42.2 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.

**2.43 Order Acceptance**

2.43.1 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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## 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: <b>Director</b> CSIR – National Metallurgical Laboratory Burmamines, Jamshedpur 831007 (Jharkhand) INDIA
2	GCC 2.1.1(m)	The Final Destination is: <b>Director</b> CSIR – National Metallurgical Laboratory Burmamines, Jamshedpur 831007 (Jharkhand) INDIA
3	GCC 2.13.1	The amount of the Performance Security shall be 3 % of the contract 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 : Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by registered post / speed post and copies thereof by FAX/Email. (a) Two copies of Supplier’s Invoice indicating, <i>inter-alia</i> 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

		<p>(h) Any other document(s) as and when required in terms of the contract.</p> <p><b>Note:</b></p> <p>01. The nomenclature used for the item description in the invoices(S), packing list(s) and the delivery note(s) etc. Should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s).</p> <p>02. The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
6	GCC 2.16.2	In case of supplies from within India, the mode of transportation shall be Multimodal.
7	GCC 2.17.1	The Insurance shall be for an amount equal to 110% of the <b>FOR destination</b> 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 <b>1 Year</b> from the date of final installation and commissioning.
9	GCC2.22.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:
	GCC 2.22.1	<p><u>Payment for Goods and Services supplied from India:</u></p> <p>a. The payment shall be made in Indian Rupees</p> <p>b. 100% payment against delivery, acceptance and successful installation, commissioning subject to submission of PBG of 3% of Contract value valid 2 Months beyond warranty.</p> <p><b>Note:</b>  <b>All payments due under the Contract shall be paid after deduction of statutory levies at source (like ESIC, Income Tax, etc.), wherever applicable.</b></p>
10	GCC 2.27.1	The penalty shall be 0.5% per week or part of a week towards late delivery and towards delay in installation and commissioning.
	GCC 2.27.1	The maximum amount of penalty shall be 10%
11	GCC 2.34.1	The place of jurisdiction is Jamshedpur, Jharkhand, India
12	GCC 2.35.1	For notices, the Purchaser’s address is The Director Attention: Stores and Purchase Officer Location: CSIR- NML, Jamshedpur
13	GCC 2.35.1	<b>Tel: 0657 234 5132, 5125</b> <b>Email: spo@nmlindia.org</b>
14	GCC 2.42.1	<del>The integrity pact is to be signed.</del>
15	GCC 2.42.2	<del>The name and contact details of the IEMs are as under:</del>

**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: FOR CSIR – NML, Jamshedpur

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 contract. It should also indicate separately the time period desired for installation and commissioning of the equipment after arrival of the consignment at the premises of the Purchaser.

## Chapter 4

### Specifications and Allied Technical Details for Supply of Spares and installation of Vacuum Melt-spinning unit

4.1 **End Use:** Atmosphere controllable melt-spinning unit to prepare metallic strips

4.2 **Specifications:**

Supply of spares and Installation of Vacuum Melt-spinning unit

Annexure-I

**Scope:**

Targeted Final Chamber Vacuum:  $1 \times 10^{-3}$  mbar

**Spares:**

1.Replacing rotary pumps – 2nos

1000 lit/min, 3 kW

2.Replacing Pirani gauge- 2 nos

Range: Atmosphere to  $1 \times 10^{-3}$  mbar

3.Replacement of Adapter flanges, butterfly valves, vent valves, solenoid operated valve, SS bellows, modification of holder assembly, O-ring, vacuum feed-through.

4.Vacuum leak test on diffusion pump unit.

5. Calibration and mechanical balancing of rotating wheel.

**Delivery of Materials:**

Delivery of all ordered materials is to be made within **90 days** from the date of issue of Purchase Order.

- **Warranty : 1 Year**

**4.3 Scope of supply & incidental services :** As per above specification

**4.4 Inspection & Tests Required:** Within 20 DAYS after receipt of the goods.

**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.~~

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

#### 4.4.5 Acceptance Test

- a. Satisfactory Performance check provided by the vender after successful installation.
- b. 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.
- c. 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.
- d. 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.
- e. The acceptance tests at the final destination include the following:  
NA

#### 4.5 Training

Free training should be imparted to [02] No. of persons of the purchaser at the purchaser's premises for a period of [3] days on operation, trouble shooting and maintenance of the supplied item.

#### 4.6 Warranty

The warranty of the equipment should be for a period of 1 Year from the date of Installation and Commissioning. During the warranty period upgrades of the software, if any, should be provided free of cost.

#### 4.7 Annual Maintenance Contract ~~(delete if not applicable) or elaborate.~~

**CHAPTER 5**  
**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 6

### Other Standard Forms (To be enclosed as indicated below) Table of Contents

<b>S.no</b>	<b>Name</b>
1.	Tender Check List (to be enclosed with the technical bid)
2.	Tender Acceptance form (to be enclosed with the technical bid)
3.	Bidder Information Form (to be enclosed with the technical bid)
4.	Manufacturers' Authorization Form (MAF) (to be enclosed with the technical bid)
5.	Bid Security Form (Bank Guarantee format for Bid Security) (to be enclosed with the technical bid)
6.	Bid Securing Declaration (to be enclosed with the technical bid)
7.	Performance Statement Form (to be enclosed with the technical bid)
8.	Deviation Statement Form (to be enclosed with the technical bid)
9.	Service Support Detail Form (to be enclosed with the technical bid)
10.	Performance Security Form (to be enclosed with the technical bid)
11.	Acceptance Certificate Form (Certificate of commissioning of equipment) (to be enclosed with the technical bid)
12.	Format of declaration of abiding by the code of integrity and conflict of interest to be submitted by the bidder (to be enclosed with the technical bid)
13.	Format of Affidavit of self-certification regarding class of supplier and domestic value addition (minimum local content) (to be enclosed with the technical bid)
14.	E-payment details (to be enclosed with the technical bid)
15.	Bid Form (to be enclosed with the Financial bid)
16.	Price Schedule Forms <b>as per BOQ</b> (to be enclosed with the Financial bid)
17.	CSIR-NML Bank Account Detail for RTGS/NEFT
18.	Model Certificate for Land Border Share
19.	Integrity Pact (to be enclosed with the technical bid)
20.	Commerical conditions, Annexure 22 (to be enclosed with the technical bid)
21.	Format of Advance Bank Guarantee (to be enclosed with the technical bid)

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

## **TENDER CHECK LIST**

**(To be printed on Company's letterhead)**

**Important Notice:** To aid the bidders in submitting the offer, a checklist is included in the Bid Document. The bidders must fill this and submit along with their offer in their own interest.

NIT Ref. No. : **[ : P/NC/403/PKM/SM/GeM/24-25]**

Name of the Work : **Supply of Spares and installation of Vacuum Melt-spinning unit**

### **I - Pre-Qualification Criteria :**

Sl. No.	Particulars of Completed Tender Document	Status of Submission (Indicate Yes/No)
1	Have you furnish <b>Bid Securing Deceleration</b> or EMD as per relevant annexure	
2	Have you furnish BIDDER INFORMATION FORM AS PER ANNEXURE 2 with complete detail?	
3	Have you furnish Manufacturers Authorization Form, as per Annexure 3 if applicable ?	
4	Have you furnish TENDER ACCEPTANCE LETTER AS ANNEXURE 1 ?	
5	Have you furnish Copy of Income Tax Return for two years. ?	
6	Have you furnish Class of Supplier and Domestic Value Addition as per annexure 12 ?	
7	Have you furnish declaration by the Bidder for Code of Integrity and conflict of interest as per annexure 11 ?	
8	Have you furnish information on land border share as per annexure 21 ?	

### **II -Technical Criteria :**

Sl. No.	Particulars of Completed Tender Document	Status of Submission (Indicate Yes/No)
1	Have you furnish COPY OF MSME/ START UP/ SSI REGISTRATION IF ANY ?	
2	Have you furnish Last two year satisfactory services being provided by the firm ?	
3	Have you furnish Copy of PAN card and GST in the name of firm/proprietor ?	
4	Have you furnish COPY of RTGS/Bank details as per Annexure 13 ?	
5	Have you furnish Certificate from CA regarding turnover for last two years ?	
6	Have you furnish SCHEDULE OF REQUIREMENT as per chapter 3?	

### **III -Techno-commercial Criteria:**

Sl. No.	Particulars of Completed Tender Document	Status of Submission (Indicate Yes/No)
1	Have you furnish TECHNICAL LITERATURE ?	
2	Have you furnish Techno-Commercial Bid (without Price) along with Annexure 22 ?	
3	Have you furnish CLIENTLE LIST ?	
4	Have you furnish Deviation Statement AS ANNEXURE 7 ?	
5	Have you furnish PERFORMANCE STATEMENT AS PER ANNEXURE 6 ?	
6	Have you furnish SERVICE SUPPORT DETAIL AS PER ANNEXURE 8 ?	

### **IV - Financial Criteria :**

Sl. No.	Particulars of Completed Tender Document	Status of Submission (Indicate Yes/No)
1	Have you furnish BID FORM AS PER ANNEXURE 14 ?	
2	Have you furnish Price Bid ?	
3	Have you furnish PRICE BID as per BOQ ?	

NOTE: Non-submission of supporting document will lead to rejection of the technical bid. Bidders are requested to carefully upload the supporting document in relevant section wherever required. If you fail to do so your bid may be reject summarily.

(Signature of the Bidder, with Official Seal)

(Name and Contact No)

# ANNEXURE-1

## TENDER ACCEPTANCE LETTER (To be given on Company Letter Head)

Date:

To,

\_\_\_\_\_

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: \_\_\_\_\_

Name of Tender/Work: \_\_\_\_\_

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:  
\_\_\_\_\_  
\_\_\_\_\_ as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure (s), schedule (s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organisation too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred/banned/suspended by any CSIR Labs or its constituent units/Govt. Department/Public sector undertaking.
6. I / We do hereby declare that our Firm has is not a consortium.
7. I / We do hereby declare that the quoted prices are the minimum and we have not quoted the same item on lesser rates than those being offered to CSIR-NML to any other customer nor they will do so till the validity of offer or execution of the purchase order, whichever is later.
8. I / We do hereby declare that as per the Order No. P45021/2/2017-PP(BE-II) dated: 16 Sep 2020 issued by DIPP, Ministry of Commerce and Industries, GoI. We are \_\_\_\_\_ (Class – I or Class – II)
9. Goods and/or Services quoted by us are Manufactured within India or We fulfill the Conditions for eligibility criteria as Applicable for Land Border Share and has provided Certificate as per appropriate Annexure [Strike out which is not applicable]
10. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

**Bidder Information Form**

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

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

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

Page 1 of \_\_\_\_\_ pages

01.	Bidder's Legal Name <i>[insert Bidder's legal name]</i>
02.	In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>
03.	Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
04.	Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
05.	Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
06.	Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
07.	Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> Articles of Incorporation or Registration of firm named in 1, above.
08.	Class of bidder _____ (Class I or Class II) in accordance with Order No. P45021/2/2017-PP(BE-II) dated : 16 Sep 2020 issued by DIPP, Ministry of Commerce and Industries, GoI.

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

Name \_\_\_\_\_

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

**MANUFACTURERS' AUTHORIZATION FORM**

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

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

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

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

**WHEREAS**

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

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

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

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

Title: *[insert title]*

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

**BID SECURITY FORM**

Whereas \_\_\_\_\_ (hereinafter called the tenderer”) has submitted their offer dated \_\_\_\_\_ for the supply of \_\_\_\_\_ (hereinafter called the tender”) against the purchaser’s tender enquiry No. \_\_\_\_\_

KNOW ALL MEN by these presents that WE \_\_\_\_\_ of \_\_\_\_\_ having our registered office at \_\_\_\_\_ are bound unto \_\_\_\_\_ (hereinafter called the “Purchaser”)

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

THE CONDITIONS OF THIS OBLIGATION ARE:

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

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.**

**Bid-Securing Declaration Form**

Date: \_\_\_\_\_  
Bid No. \_\_\_\_\_

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

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

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

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

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

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

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

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

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

Corporate Seal (where appropriate)

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



**PERFORMANCE STATEMENT FORM**

(For a period of last 3 years)

Name of the Firm.....

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

Signature and Seal of the manufacturer/Bidder .....

Place :

Date :

**DEVIATION STATEMENT FORM**

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

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".

**SERVICE SUPPORT FORM**

Sl. No.	Nature of Service 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 :

**PERFORMANCE SECURITY FORM**

**MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY**

To,  
.....

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

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

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

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

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

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

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

(Signature of the authorized officer of the Bank)

.....  
Name and designation of the officer

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

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

**ACCEPTANCE CERTIFICATE FORM**

No. \_\_\_\_\_

Dated: \_\_\_\_\_

M/s. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Sub: Certificate of commissioning of equipment  
 -----

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

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

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

Sl. No.	Description	Amount to be 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.....

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

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

**Ref. No:** \_\_\_\_\_

**Date** \_\_\_\_\_

To,

\_\_\_\_\_

\_\_\_\_\_  
(Name & address of the Purchaser)

Sir,

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

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

- a
- b
- c

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

Thanking you,

Yours sincerely,

Signature  
(Name of the Authorized Signatory)  
Company Seal

**Self-certification to be submitted on company's letter head**

**[Please specify Class of Supplier and Domestic Value Addition]**

(In accordance and manner as specified in Order No. P45021/2/2017-PP (BE-II) dated : 16 September 2020 issued by DIPP, Ministry of Commerce and Industries, GoI.)

Item/Package Name :	
Enquiry No.:	
Percentage of Local Content	<i>(Bidder to enter the applicable % of local content)</i>

**Date: / /2021**

I \_\_\_\_\_ S/o, D/o, W/o, \_\_\_\_\_ Resident of \_\_\_\_\_ hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Order, 2017 (hereinafter PPP-MII order) of Government of India issued vide Notification No: P-45021/2/2017-BE-II dated 15/06/2017, its revision dated 04/06/2020 and any subsequent modifications/Amendments, if any.

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity/ or any other Government authority for the purpose of assessing the local content of goods/services/works supplied by me for

..... **(Enter the name of the Equipment).**

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

That the goods/services/works supplied by me for..... **(Enter the name of the Equipment)** contains.....% **(mention the Local content in %age)** Local Content.

That the value addition for the purpose of meeting the 'Minimum Local Content 'has been made by me at.....**(Enter the details of the location(s) at which value addition is made).**

That in the event of the local content of the goods/services/works mentioned herein is found to be incorrect and not meeting the prescribed supplier class categorization criteria as per



said order, based on the assessment of procuring agency (ies)/ /Government Authorities for the purpose of assessing the local content, action shall be taken against me in line with the PPP-MII order and provisions of the Integrity pact/ Bidding Documents.

I agree to maintain the following information in the Company's record and shall make this available for verification to any statutory authority.

i Name and details of the Local Supplier

(Registered Office, Manufacturing unit location, nature of legal entity)

ii. Date on which this certificate is issued

iii. Goods/services/works for which the certificate is produced

iv. Procuring entity to whom the certificate is furnished

v. Percentage of local content claimed and whether it meets the Minimum Local Content prescribed

vi. Name and contact details of the unit of the Local Supplier (s)

vii. Sale Price of the product

viii Ex-Factory Price of the product

ix. Freight, insurance and handling

x. Total Bill of Material

xi List and total cost value of input used to manufacture the Goods/to provide services/in construction of works

xii. List and total cost of input which are domestically sourced. Value addition certificates from suppliers, if the input is not in-house to be attached

xiii. List and cost of inputs which are imported, directly or indirectly

**We also understand, false declarations will be in breach of the code of integrity under rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.**

For and on behalf of.....(Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Directors)

<Insert Name, Designation and Contact No.>

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

**Annexure-13**

**सी. एस. आई. आर. - राष्ट्रीय धातुकर्म प्रयोगशाला**  
**बर्माइंस, जमशेदपुर -831007**  
**इलेक्ट्रॉनिक फंड ट्रांसफर खाता विवरण**

1	खाताधारक का नाम/ Name of account holder	
2	पता /Address	
3	ईमेल पता / e-mail address	
4	दूरभाष संख्या/मोबाईल नंबर /Phone No./Mobile No.	
5	फेक्स संख्या / Fax No.	
6	स्थायी खाता नंबर /PAN No	
7	बैंक खाता का विवरण /Particulars of Bank Account	
	(क) बैंक का नाम / <b>A.</b> Name of the Bank	
	(ख).शाखा का नाम / <b>B.</b> Name of the Branch	
	(ग).शाखा कोड नंबर / <b>C.</b> Branch Code	
	(घ). पता / <b>D.</b> Address	
	(च). दूरभाष संख्या / <b>E.</b> Telephone No	
	(छ). खाता संख्या / <b>F.</b> Account No.	
	(ज). प्रकार / <b>G.</b> Type of Account	
	(झ). आई एफ़ एस सी कोड (आर.टी.जी.एस/एन.इ.एफ़.टी) H. IFSC Code ( RTGS/NEFT)	
	(ट). एम.आई.सी.आर. कोड / <b>I.</b> MICR code	

हम/ मैं यह घोषित करता हूँ की ऊपर दिए गए विवरण पूर्ण एवम् सत्य हैं। अगर अपूर्ण एवम् असत्य जानकारी के कारण कारोबारी में देरी/विफलता होती है तो इसके लिए सी.एस.एम.सी.आर.आई. किसी प्रकार से ज़िम्मेदार नहीं होगा.

खातेदार के हस्ताक्षर

We/ I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, I/ we would not hold CSIR-NML responsible.

Signature of the account holder

बैंक प्रमाणपत्र

यह सत्यापित किया जाता है कि मेसर्स \_\_\_\_\_ का खाता संख्या \_\_\_\_\_ हमारे बैंक/शाखा में है और ऊपर दिए गए विवरण हमारे अभिलेखन/रिकार्ड के अनुसार सत्य है.

दिनांक: / /

स्थान :

प्राधिकृत अधिकारी का हस्ताक्षर एवम् बैंक का मुहर

**Bank Certificate**

It is certified that M/S \_\_\_\_\_ has an Account No \_\_\_\_\_ with our Bank and it is confirmed that the details given above are correct as per our record

Date:/ /

Place:

\_\_\_\_\_  
Signature of the Authorized Official  
of Bank with seal

**Bid Form**

*[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]*

## DETAILS OF ORGANIZATION

1.	PFMS Unique Code	nmljsr
2(i)	Agency Name (Name of the University/Institute/college, etc.)	CSIR – National Metallurgical Laboratory
2(ii)	Agency type (Statutory Bodies/Autonomous/NGO/Society etc.)	Autonomous
2(iii)	Hierarchy of Agency (Central/State/District/Block/Tahsil/Panchayat/Village)	Central
2(iv)	Act/Registration No.	No. X of 1941-1942 (Registration of Societies Act XXI of 1860)
2(v)	Date of Registration	12.03.1942
2(vi)	Registration Authority	Registrar of Joint Stock Companies, Delhi
2(vii)	State of Registration	.....
3.	TIN No. (if available)	GSTIN AAATC2716R2ZS
4.	TAN No.	RCHN00182A
5.	Complete Contract Address of the Agency	
5(i)	Block No./building/Name of Premises	Burmamines
5(ii)	Road/Street/Post Office	Burmamines
5(iii)	Area/Locality	JAMSHEDPUR
5(iv)	City/District	Dist – East Singhbhum
5(v)	State	JHARKHAND
5(vi)	Pin Code	831007
6.	Contact Person	PANKAJ KUMAR
6(i)	Designation	FAO
6(ii)	Phone Number (Land Line)	0657-2345144
6(iii)	Alternate Phone No. / Mobile No.	Mob No-9800423364
6(iv)	Official Email Address	fao1@nmlindia.org
7.	Bank Account details for SERB Schemes	
7(i)	Institution's Account Name (As per bank record)	Director, NML
7(ii)	Account No.	30271713826
7(iii)	ISFC Code	SBIN0003329
7(iv)	Bank Name (in full)	STATE BANK OF INDIA
7(v)	Branch Name	NML
7(vi)	Complete Branch Address	BURMAMINES, JAMSHEDPUR
7(vii)	MICR No.	831002013
7(viii)	Account Type	SB

Certified that the Institute's account in an RTGS/ECS/NEFT enabled branch. I hereby declare that the particulars given above are correct and complete. The above Agency's Account No. and bank details are registered/mapped under PFMS.

DATE: 01-03-2023

Signature of the Competent Authority  
 वित्त एवं लेखा अधिकारी  
 Finance & Accounts Officer  
 वै.ओ.अ.प. - राष्ट्रीय धातुबर्तन प्रयोगशाला  
 CSIR-National Metallurgical Laboratory  
 जमशेदपुर / Jamshedpur-831 007

Certified that the particulars furnished above are correct as per our records.

DATE: 01-03-2023

Signature of the Authorized Bank  
 Official with seal

**Format of Integrity Pact**

**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)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as Annexure.
  - (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (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 signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

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

## **Section 10 – Other provisions**

- (1) This agreement is subject to Indian Law. Place of performance and Jurisdiction is the Registered Office of the Principal, i.e. New Delhi
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

\_\_\_\_\_  
(For & On behalf of the Principal)  
(Office Seal)

\_\_\_\_\_  
(For & On behalf of Bidder/Contractor)  
(Office Seal)

Place.....

Place.....

Date.....

Date.....

Witness 1:(Name & Address): \_\_\_\_\_

Witness 2:(Name & Address): \_\_\_\_\_

**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 \_\_\_\_\_ *(name and address of Supplier)* (hereinafter called "the supplier") shall deposit with \_\_\_\_\_ *(name of Purchaser)* a bank 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.

## Land Border Sharing Certificate Compliance to be submitted on company's letter head

*Sub:* Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017

Sr No.	Description	Bidder's confirmation
1	<i>We, M/s_____have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We hereby certify that we are not from such a country.</i>	<i>Agreed</i>

OR

Sr No.	Description	Bidder's confirmation
1	<i>We, M/s_____have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. We are from such a country which shares a land border with India &amp; have been registered with the Competent Authority as specified in above said order. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.  <b><i>Evidence of valid registration by the Competent Authority is attached.</i></b></i>	<i>Agreed</i>

(Note: Non-compliance of above said GoI Order and its subsequent amendment, (if any), by any bidder(s) shall lead for commercial rejection of their bids)

**We also understand, false declarations will be in breach of the code of integrity under rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.**

Bidder's authorized signatory with stamp & seal

## Annexure 22

Commercial Terms and Conditions		
Sr No	Description	Values
1.	Approximate weight of the Consignment	
2.	Approximate dimensions of the consignment	
3.	Order to be placed [Full Name, Full address, Tel #, Fax #, Email Id, Contact Person]	
4.	HSN No./ SAC no.	
5.	Country of Origin	
6.	Delivery Term [FOR ]	CSIR-NATIONAL METALLURGICAL LABORATORY, JAMSHEDPUR 831007, JHARKHAND, INDIA
7.	Delivery of the Item as per Chapter-4/BoQ [In weeks / Days / Months] from the date of PO [Mention the appropriate term]	
8.	Installation & Commissioning from the date Of Delivery of item	Within 30 days from the receipt of Material
9.	Training from the date of Installation & Commissioning of item	Within 30 days from the receipt of Material
10.	Statutory Levies [GST/IGST or any other taxes, duties] % of tax to be mentioned.	
11.	Bidder GST No.	
12.	Warranty	
13.	Other	