TENDER REFERENCE	**PUR/371/NK/DB/EQM/2025-26** **Dated – 09-11-2026**
CONTACT DETAILS	**DIRECTOR [ATTN: STORES & PURCHASE OFFICER]** **CSIR-NATIONAL METALLURGICAL LABORATORY** **BURMA MINES, JAMSHEDPUR – 831 007** **JHARKHAND, INDIA** **E-mail : spo.nml@csir.res.in** **Phone : +91 657 2345132**

TENDER DOCUMENT

FOR

SUPPLY, INSTALLATION & COMMISSIONING OF

FOURIER TRANSFORM INFRARED (FTIR) SPECTROMETER

CSIR- NATIONAL METALLURGICAL LABORATORY
BURMA MINES, JAMSHEDPUR – 831 007
JHARKHAND, INDIA

Single Stage Double Envelope Bidding System

Global Tender Enquiry (GTE)

This tender is being floated as a Global Tender Enquiry (GTE). This tender is open to all Indian Suppliers (Class I / Class II Local suppliers) as well as Foreign Suppliers / Non-local Suppliers. Submission of Bid Securing Declaration in the prescribed format is a mandatory requirement in the tendering process. Bids received without Bid Securing Declaration shall be summarily rejected.

Invitation For Bids / Notice Inviting Tenders

1. Director, CSIR-NATIONAL METALLURGICAL LABORATORY, Burma Mines, Jamshedpur – 831 007, Jharkhand, India, invites e-Bids from eligible Manufacturers and their distributors/Indian agents / Suppliers / Authorized Dealers for the following item/ items:

Sl. No.	Tender Ref.	Description of Goods and Services	Quantity	Single/Double Bid	Bid Securing Declaration
1	**PUR/371/NK/DB/EQM/2025-26 Dated – 09-11-2026**	**SUPPLY INSTALLATION & COMMISSIONING OF FOURIER TRANSFORM INFRARED (FTIR) SPECTROMETER**	**01 No.**	Single stage – Double Envelope System.	**BID SECURING DECLARATION (FORM – 04 attached).**

BID SECURING DECLARATION (FORMAT AS PER FORM-04 ATTACHED) TO BE SUBMITTED IN ORIGINAL ON LETTERHEAD OF THE BIDDER DULY SIGNED AND STAMPED BY AUTHORIZED PERSON WHO IS ALSO AUTHORIZED TO SIGN ON THE QUOTATION ON BEHALF OF THE BIDDER.

- **IF ANY BIDDER DOES NOT SUBMIT BID SECURING DECLARATION IN ORIGINAL TO BELOW-MENTIONED ADDRESS OF CSIR-NML BEFORE THE DEADLINE FOR SUBMISSION OF BIDS, THEN THEIR BID SHALL BE SUMMARILY REJECTED.**
- **NO DELAY OF ANY SORT SHALL BE ACCEPTED.**
- **A COPY OF THE BID SECURING DECLARATION MUST BE UPLOADED ALONGWITH THE TECHNICAL BID ON THE CPP PORTAL.**

-: ADDRESS FOR SENDING BID SECURING DECLARATION IN ORIGINAL :-

BHOLA AZAD
STORES & PURCHASE OFFICER,
CSIR-NATIONAL METALLURGICAL LABORATORY,
BURMA MINES, JAMSHEDPUR – 831 007
JHARKHAND, INDIA
PHONE:- +91 657 2345132

2. E-Bids are invited through the electronic tendering process and the Bidding Documents can be downloaded from the e-Tender portal of Government of India, https://etenders.gov.in./eprocure/app/ Please note that the submission of e-Bids will be only through the e-Tender portal **https://etenders.gov.in/eprocure/app**. Bids will not be accepted in any other form. Further it may be noted that Bids which are duly submitted on e-Tender portal shall only be considered and Bids just saved without submission will not be available to the Evaluation Committee of CSIR-NML.

3. Any Bidder willing to take part in the process of e-tendering will have to get registered in the Central Public Procurement [CPP] portal, NIC, Government of India, by logging on to the portal https://etenders.gov.in/eprocure/app Bidders are requested to go through “Bidder Manual Kit”, “System Settings” & “FAQ” links available on the login page of the e-Tender portal for guidelines, procedures & system requirements. In case of any technical difficulty, Bidders may contact the help desk numbers & email ids mentioned at the e-tender portal. Every Bidder will be required to obtain a Class-III Digital Signature [DSC] for submission of Bids.

4. ~~Bid Security / EMD, if applicable, will be required to be paid offline by Demand Draft drawn in favour of Director, CSIR-NML payable at Jamshedpur. Alternatively, Bid Security/EMD can also be furnished in the shape of a Bank Guarantee issued by any Nationalized/Scheduled Commercial Bank of India. In case the EMD Bank Guarantee is issued by a foreign bank, the said Bank Guarantee shall have to be confirmed/counter guaranteed by any Nationalized/Scheduled Commercial bank of India.~~

5. ~~**Original EMD [if applicable] is required to be sent to Director [Attention: STORES AND PURCHASE OFFICER], CSIR- NATIONAL METALLURGICAL LABORATORY, Burma Mines, Jamshedpur – 831 007, Jharkhand, India, before the deadline for submission of bids. The original EMD is to be sent in a sealed envelope duly superscribed with the Tender Reference Number and a statement "contains original EMD". E-Bids of those Bidders whose original EMD is not received within the aforesaid deadline shall be liable to be rejected. Any postal delay in this respect will not be entertained**~~.

6. E bids will be opened on NIC CPP Portal.

7. As per Govt. of India procurement policies,

a. The Purchaser intends to give purchase preference to CLASS-I LOCAL SUPPLIER as per *Department for Promotion of Industry and Internal Trade Order No.P-45021/2/2017-PP (BE-II)-Part(4)Vol.II dated 19th July, 2024.*

b. The eligibility of the Supplier is not restricted to Indian Suppliers (Class I / Class II Local Suppliers). Foreign Suppliers / Non-local Suppliers are also eligible to participate.

c. The Purchaser intends to give purchase preference to products/Goods manufactured by Micro, Small and Medium enterprises. Conditions of prior experience and prior turnover, if stipulated in the tender document shall be relaxed in case of MSE bidders provided they meet the required technical and quality parameter.

"Class-I Local Supplier" means a Supplier or service provider, whose goods, services or works offered for procurement, has minimum local content of 50%, as defined in Department for Promotion of Industry and Internal Trade Order No. P-45021/2/2017-PP (BE-II)-Part(4)Vol.II dated 19th July, 2024 or by the competent Ministries/Departments in pursuance of this order.

"Class-II Local Supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has minimum local content of 20% as defined in Department for Promotion of Industry and Internal Trade Order No. P-45021/2/2017-PP (BE-II)-Part(4)Vol.II dated 19th July, 2024 or by the competent Ministries/Departments in pursuance of this order.

*"Non - Local Supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than 20%, as defined in Department for Promotion of Industry and Internal Trade Order No**. P-45021/2/2017-PP (BE-II)-Part(4)Vol.II dated 19th July, 2024 or by the competent Ministries/Departments in pursuance of this order.***

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

a) Verification of local content

i. The '*Class-I* local supplier'/ '*Class-II* local supplier' at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.

ii. In cases of procurement for a value in excess of Rs.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.

iii. 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 Finance Rules along with such other actions as may be permissible under law.

iv. A supplier who has been debarred by any procuring entity for violation of the order of the Department **for Promotion of Industry and Internal Trade (DPIIT) order No. *P-45021/2/2017-PP (BE-II)-Part(4)Vol.II dated 19th July, 2024***, shall not be eligible for preference under the said order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed in the order of the **Department for Promotion of Industry and Internal Trade (DPIIT) order No. *P-45021/2/2017-PP (BE-II)-Part(4)Vol.II dated 19th July, 2024.***

"Class-II local supplier" will <u>NOT</u> get purchase preference in any procurement.

In case of bids requiring supply of multiple items (say "X1", "X2" and "X3") by a single bidder, the local content in the bid shall be :-

Local content = ((Sale price of "X1" - Value of imported content in "X1") + (Sale price of "X2" - Value of imported content in "X2") + (Sale price of "X3" - Value of imported content in "X3")) * 100/ (Sale price of "X1" + Sale price of "X2" + Sale price of "X3")

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

8. Bidders may note that the application of:
   (1) Public Procurement (Preference to Make in India) Order 2017 (PPP-MII order) ; and
   (2) Public Procurement Policy for MSEs order dated 23.03.12 (PPP –MSE Order), in the tendering process shall be regulated by OM No. F.1/4/2021-PPD dated 18.05.23 of Ministry of Finance, Govt. of India, a copy of which is provided at Chapter-9 of this tender document.

9. The Director, CSIR-NATIONAL METALLURGICAL LABORATORY, Burma Mines, Jamshedpur reserves the right to accept or reject any or all tenders / offers either in part or in full or to annul the tender process at any stage or to split the order without assigning any reasons there for.

10. PRE-BID CONFERENCE: **DATE – 13.11.2026, TIME – 02.30 PM**

PRE-BID CONFERENCE: A Pre-Bid Conference (PBC) will be held with prospective bidders through on-line mode. The link for joining the PBC shall be available on Institute website www.nml.res.in. The Pre-Bid Conference is essentially a platform for clarifying issues and clearing doubts, if any, about the Technical specifications and their allied technical/commercial details of the goods and services projected in this Tender Document. Prospective Bidders are requested to send their written queries at least two days prior to the PBC so that the queries can be effectively addressed during the course of the conference. Such written queries may please be sent by e-mail to spo.nml@csir.res.in. After the PBC, the techno-commercial requirements may be revised if considered necessary by way of a formal Corrigendum to be published on the CPP portal and also on the Institute website. Prospective Bidders should consult the CPP Portal/Institute website so that they may submit their bids only after the outcome of the PBC is published on the said portal/website.

STORES AND PURCHASE OFFICER
For & on behalf of CSIR-NML, Jamshedpur

NOTES FOR BIDDER

1. ***UNLESS TENDERS ARE INVITED BY CSIR-NML THROUGH A GLOBAL TENDER ENQUIRY [GTE], ONLY INDIAN SUPPLIERS SHALL BE ELIGIBLE TO PARTICIPATE IN THE TENDER. IN CASE OF A GLOBAL TENDER ENQUIRY [GTE], ALL SUPPLIERS INCLUDING FOREIGN AND NON-LOCAL SUPPLIERS SHALL BE ELIGIBLE TO PARTICIPATE.***

2. ***PROVISIONS OF THE PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) ORDER ISSUED BY THE DEPARTMENT FOR PROMOTION OF INDUSTRY AND INTERNAL TRADE, GOVT. OF INDIA, VIDE OM NO. P-45021/2/2017-PP (BE-II)-PART(4)VOL.II DATED 19TH JULY, 2024 SHALL BE APPLICABLE IN THE TENDERING PROCESS. THE SAID OM IS AVAILABLE ON THE WEBSITE OF THE DEPARTMENT FOR PROMOTION OF INDUSTRY AND INTERNAL TRADE, MINISTRY OF COMMERCE AND INDUSTRY, GOVERNMENT OF INDIA. PROSPECTIVE BIDDERS MAY PLEASE NOTE THE RECIPROCITY CLAUSE 10(d) OF THE OM FOR INFORMATION AND GUIDANCE.***

3. ***BIDDERS SEEKING PREFERENCE UNDER ANY POLICY/SCHEME OF THE GOVERNMENT OF INDIA LIKE PUBLIC PROCUREMENT POLICY FOR MSEs, MAKE IN INDIA ETC. MUST ENCLOSE ALL RELEVANT DOCUMENTS AND CERTIFICATES AT THE TIME OF SUBMISSION OF BIDS. BIDDER WILL NOT BE ALLOWED TO SUBMIT SUCH CERTIFICATES, DOCUMENTS AT LATER STAGES OF THE BIDDING PROCESS. BIDDER MUST ALSO SUBMIT A DECLARATION TO BE CONSIDERED UNDER THE RELEVANT POLICY/SCHEME.***

4. **BIDDERS MUST ENSURE THAT ALL DOCUMENTS PERTAINING TO FULFILLMENT OF QUALIFICATION REQUIREMENT / MINIMUM ELIGIBILITY CRITERIA ARE INVARIABLY FURNISHED WITH THEIR BID. BIDDERS WHO DO NOT SUBMIT NECESSARY DOCUMENTS [*DEMONSTRATING THAT THEY FULFILL THE QUALIFICATION REQUIREMENT / MINIMUM ELIGIBILITY CRITERIA*] SHALL BE REJECTED.**

5. Micro and Small Enterprises (MSE) must, along with their offer, provide proof of their being registered as MSE (indicating the terminal validity date of their registration) ***for the item tendered***, with any agency mentioned in the notification of the Ministry of Micro, Small and Medium Enterprises (Ministry of MSME), indicated below:

   (a) District Industries Centers;
   (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.

6. The MSE registration certificate as furnished by the Bidder should be dated prior to the date of publication of tender on the CPP portal. In case the registration certificate is dated after the publication of the tender on CPP portal, the Purchaser reserves the right to visit the MSE's facility / works to judge whether the unit has the necessary infrastructure, technical and other capabilities to carry out the tendered work/job/supply/project.

7. The ***PUBLIC PROCUREMENT POLICY FOR MSEs*** is meant for procurement of only goods produced and services rendered by MSEs and not for any trading activities by them. Bidder shall submit proof that he is a manufacturer of the item for which he is quoting and he shall highlight the details of his manufacturing status in the MSE certificate against the item(s) he is proposing to bid in the tender.

8. The MSE Registration certificate issued must be valid as on Bid closing date of the tender. Bidder shall ensure validity of registration certificate in case bid closing date is extended.

9. The MSEs who have applied for registration or renewal of registration with any of the above agencies/ bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible to avail benefits under PP Policy. Where validity of such certificates such as NSIC certificate has lapsed, it shall be the responsibility of the bidder to seek renewal from the concerned Govt. agency before such expiry.

10. The bidder who intends to participate as "Start-up" company should enclose the Certificate of Recognition issued by Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce & Industry, Govt. of India during submission of Technical bid.

11. The Start-up companies, recognized by DIPP are exempted from payment of EMDs.

12. For supplies made from within India, Customs Duty Exemption Certificate [CDEC] will not be issued by Purchaser. Reference to any model/make/brand in the Tender Document is only indicative. Bidder is free to quote any other model/make/brand etc. provided they are of equivalent specifications and meet the desired functional / quality parameters.

13. For the purpose of evaluation of prices, the methodology elaborated in ITB Clause 1.32 shall be followed.

14. In case, Bidder is a non-OEM, a tender specific authorisation issued by the OEM in the Manufacturer's Authorisation Form [MAF] as provided with the Tender Document must be mandatorily furnished by the Bidder.

15. For contracts with value more than Rs. 25 lakh, it shall be mandatory for the successful Bidder [Supplier] to be registered on the Government E- Marketplace [GEM] and obtain a unique GEM seller ID prior to release of Purchase Order / execution of contract. No Purchase Order/ contract will be issued to any Supplier who do not possess the said unique Seller ID.

16. The following conditions shall apply to the tendering process:

Ministry of Finance Order No.: F. No. 6/18/2019-PPD Dated 23rd July, 2020 and subsequent amendment vide Ministry of Finance Order No.: F. No. 7/10/2021-PPD (1) Dated 23.02.2023 on "Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs).

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. Any bidder (including an Indian bidder) who has a Specified Transfer of Technology (TOT) arrangement with an entity from a country which shares a land border with India will be eligible to bid only if the bidder is registered with the Competent Authority.

IV. "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

V. 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 percent 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 shareholder's 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

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

VII. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.

VIII. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.

17. Tendered Technical specifications of CSIR-NML will be the parameter of technical evaluation including required warranty of the offered goods / equipment by the bidder along with eligibility criteria and other terms and conditions mentioned in the Tender Document of CSIR-NML. Bidder shall offer the model which completely satisfies the technical specification of CSIR-NML.

18. Any clarification on technical points asked by the technical committee of CSIR-NML will be for the clarity of the goods / equipment for arriving at a proper decision. Any clarification from the bidder of such nature which modifies the original quote in order to suit the technical specifications of CSIR-NML after opening of the bids will not be accepted.

19. CSIR-NML reserves the right to ask the bidders to submit the shortfall documents pertaining to their eligibility criteria, if not readable, mentioned in the tender document after opening of the bids / technical offer (under Two-Bid format) within the stipulated time failing which their technical offer may be considered as non-responsive. No document pertaining to eligibility criteria and terms & conditions mentioned in CSIR-National Metallurgical Laboratory tender enquiry will be asked for submission after opening of bids and offer will be rejected. Bidder shall note that after submission and opening of tender, only related shortfall documents shall be asked for and considered. For example, if the bidder has submitted a supply order without its completion/performance certificate, the said certificate can be asked for and considered. However, no new supply order shall be asked for so as to qualify the bidder.

CONTENTS OF TENDER / BIDDING DOCUMENT

The bidding documents, apart from the Invitation for Bids / Notice Inviting Tender have been divided into eight Chapters as under:

Chapter No.	Name of the Chapter
1	Instructions to Bidder (ITB)
2A	General Conditions of Contract (GCC)
2B	Special Conditions of Contract (SCC)
3	Schedule of Requirements
4	Specifications, Allied Technical Details and Scope of Supply
5	Qualification requirements
6	Price Schedule Forms
7	Contract Form
8	Standard Forms
9	Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

Clarification of Bids / Shortfall documents

During evaluation and comparison of bids, the Purchaser may, at his discretion, ask the bidder for clarification of the bid. The request for clarification shall be given in writing by fax/registered/speed-post/e-mail, etc. asking the bidder to respond by a specified date, provided that if the bidder does not comply or respond by the target date, his tender will be liable to be rejected. Depending on the outcome, such tenders shall be ignored or considered further. No change in prices or substance of the bid shall be sought, offered or permitted. No post-bid clarification, at the initiative of the bidder, shall be entertained. The shortfall information/documents shall be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. (Example: if the Permanent Account Number, GST Number, MSME Certificate for EMD exemption has been asked to be submitted and the bidder has not provided them, these documents may be asked for with a target date as above). ***So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents shall be asked for and considered. For example, if the bidder has submitted a supply order without its completion/performance certificate, the certificate can be asked for and considered. However, no new supply order shall be asked for so as to qualify the bidder.***

CHAPTER-1
INSTRUCTION TO BIDDERS

A. Introduction

1.1 Eligible Bidders

1.1.1. This Invitation for Bids is open to all Suppliers subject to Para 7 of the IFB/NIT.

1.1.2. This tender is open to all Indian Suppliers (Class I / Class II Local suppliers) as well as Foreign Suppliers / Non-local Suppliers.

1.1.3. **Ministry of Finance Order No.: F. No. 6/18/2019-PPD Dated 23rd July, 2020 and subsequent amendment vide Ministry of Finance Order No.: F. No. 7/10/2021-PPD (1) Dated 23.02.2023 on "Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)** – *Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. Further any bidder (including bidder from India) having specified Transfer of Technology(TOT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.*

1.1.4. **As per Ministry of Finance, Department of Expenditure, Procurement Policy Division** OM No.: No. 6/9/2020-PPD Dated 24th August, 2020 on Registration of suppliers on Government E-Marketplace (GeM) under Rule 150 of General Financial Rules (GFRs 2017). It shall be mandatory for sellers providing Goods & Services where the total amount of the bid is more than Rs.25 Lacs (Including all taxes etc.) to Central Government organisations to be registered on GeM and obtain a unique GeM seller ID at the time of placement of order/acceptance of contract. However, where the order is being placed upon an overseas seller as a result of Global Tender Enquiry it shall be exempt from the purview of guidelines contained in this OM.

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 for Bids.

1.1.6. 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.

1.1.7. Bidders who fulfil the Eligibility Criteria, if any as mentioned in **Chapter 5** will be considered for Technical Evaluation / Techno-Commercial evaluation of bids.

1.2 Cost of Bidding

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 for Public Procurement

1.3.1. The purchaser requires that the Bidders, Suppliers and Contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the following are defined:

Sr. No.	Term	Meaning
(a)	Corrupt practice	The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution.
(b)	Fraudulent practice	a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.
(c)	Collusive practice	means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive levels.
(d)	Coercive practice	means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
(e)	**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.
(f)	**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

Sr. No.	Term	Meaning
(g)	**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

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

1.3.3. The bidders/suppliers should sign a declaration about abiding by the Code of Integrity for Public Procurement and submit it in the form as prescribed in the Tender Document. 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 by Competition Commission of India, and so on.

1.3.4. Obligations for Proactive disclosures

a) 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.
b) The bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity.
c) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest would be evaluated and mitigation steps, if possible, taken by the purchaser.

1.3.5. 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:

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

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

c) Provisions in addition to above:
   i. 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;
   ii. 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;
   iii. Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

B. The Bidding Documents

1.4 Cost of Bidding Documents

The bidding documents are to be **downloaded Free of Cost** from CPPP Website https://etenders.gov.in

1.5 Content of Bidding Documents

1.5.1. The Goods / Services required, bidding procedures and contract terms are prescribed in the bidding documents which should be read in conjunction. The bidding documents, apart from the Invitation for Bids / Notice Inviting Tender have been divided into the following nine chapters:

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: Qualification Requirement
Chapter 6: Price Schedule Form
Chapter 7: Contract Form
Chapter 8: Other Standard Forms comprising:

(1)	Bidder Information Form	FORM-01
(2)	Manufacturer's Authorization Form (MAF);	FORM-02
(3)	Bid Security Form	FORM-03
(4)	Bid Securing declaration	FORM-04
(5)	Performance Statement form	FORM-05
(6)	Deviation Statement Form;	FORM-06
(7)	Service Support details;	FORM-07
(8)	Bid form	FORM-08
(9)	Format for declaration by Bidder for Code of Integrity in Public Procurement and Conflict of Interest Form;	FORM-09
(10)	Integrity Pact Form	FORM-10
(11)	Performance Security Form	FORM-11
(12)	Acceptance Certificate Form	FORM-12
(13)	Format for affidavit of certification regarding local content in the offered goods	FORM-13
(14)	Format for Self-Certification regarding restrictions under Rule 144 (xi) of General Financial Rules (GFRs)	FORM-14
(15)	Compliance Statement Form	FORM-15
(16)	Declaration of Eligibility	FORM-16
(17)	Bank Details	FORM-17
(18)	Checklist	FORM-18

Chapter 9: OM No. F.1/4/2021-PPD dated 18.05.23 of Ministry of Finance, Govt. of India

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

1.6 Clarification of bidding documents

1.6.1. A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing through the CPPP website https://etenders.gov.in OR at the Purchaser's address specified in the Special Conditions of Contract (SCC). The Purchaser will respond in writing through the CPP Portal OR through e-mail to any request for clarification, provided that such request is received not later than ten **(10)** days prior to the due date for submission of bids. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under C*lause 1.7* relating to amendment of bidding documents and Clause 1.20 relating to Due date for Submission of Bids. The amendments issued would be hosted on the CPPP website https://etenders.gov.in of the purchaser for the benefit of the prospective bidders who are expected to take cognizance of the same before formulating and submitting their bids.

1.7 Amendment to Bidding Documents

1.7.1. At any time prior to the due date for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.

1.7.2. All prospective bidders who have down loaded the Tender Document should surf CPPP website https://etenders.gov.in from time to time to know about the changes / modifications in the Tender Document. The changes / modifications would also be hosted on the CPPP websitehttps://etenders.gov.in.All prospective bidders are expected to surf the CPPP website https://etenders.gov.in before formulating and submitting their bids to take cognizance of the amendments.

1.7.3. In order to allow prospective bidders reasonable time to take the amendment into account while formulating their bids, the Purchaser, at its discretion, may extend the due date for the submission of bids and host the changes on the CPPP website https://etenders.gov.in of the purchaser.

C. Preparation of bids

1.8 Language of Bid

1.8.1. The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language only especially when the details are technical. However, if GOI makes it mandatory under Rajbhasha Abhiyan, in that case views of Rajbhasha unit of CSIR may be sought.

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

1.9 Documents Comprising the E-Bid

1.9.1 The E-bid shall comprise of the following documents as per the requirement of the Tender Document. The documents should be scanned and **uploaded in PDF format.** The scanned documents uploaded as part of bid shall normally be the following. However, Bidders shall also be required to furnish and upload any other document as and when required under provisions of the tender requirement:

Documents to be submitted in the Techno-Commercial Bid

Sr. No.	Document Required	Document type
1.	Bid Securing Declaration form (Form-04 attached) BIDDERS MUST SUBMIT ORIGINAL BID SECURING DECLARATION TO ABOVE MENTIONED ADDRESS OF CSIR-NML BEFORE THE DEADLINE FOR SUBMISSION OF BIDS. IF NOT SUBMITTED, THEN THEIR BID SHALL BE SUMMARILY REJECTED.	.pdf
2.	Bid form- **without disclosing prices**	.pdf
3.	Declaration by the Bidder for Code of Integrity & conflict of interest	.pdf
4.	Bidder Information Form	.pdf
5.	Certificate of Incorporation	.pdf
6.	Manufacturer's Authorisation Form	.pdf
7.	Agency Agreement / MOU between Foreign Principal and Indian Agent	.pdf
8.	Unpriced bid with Technical Specifications & Scope of Supply	.pdf
9.	Compliance Statement Form	.pdf
10.	Deviation Statement together with all declarations and certifications to be submitted as per tender TERMS	.pdf
11.	Performance Statement Form	.pdf
12.	Declaration of Eligibility	.pdf
13.	Service Support Details	.pdf
14.	Format for Affidavit of Certification regarding Class of Local Supplier, Local Content and Domestic Value addition for the quoted item	.pdf
15.	Documents to substantiate MSME Bidder status	.pdf
16.	Self-Certification regarding Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)	.pdf
17.	Commercial Terms and Conditions- **without disclosing prices**	.pdf
18.	Bank Details	.pdf
19.	Checklist	.pdf

Documents to be submitted in the Priced Bid

Sl. No.	Document Required	Document type
1.	Scanned Bid Form, duly filled-in and signed by Bidder [with enclosures if any] and also the relevant Price Schedule Form duly filled-in and signed.	.pdf
2.	Price Bid giving a component wise price break up of the offered product (s) / solution	.pdf
3.	Price Schedule Form as a MS-EXCEL BOQ sheet duly filled-in and digitally signed by Bidder	.xls

1.9.2 Documents comprising Single Bid
All the above documents (**as applicable**) from Sr.No.1 to 19 listed for Techno-Commercial bid along with the documents from Sl. No. 1 to 3 listed for Priced bid should be submitted in a single envelope / single cover.

1.9.3 Documents comprising Double Bid (Techno-Commercial Bid & Price Bid)
All the above documents (**as applicable**) from Sr.No.1 to 19 listed for Techno-Commercial bid shall be submitted in a single cover and the documents from Sl. No. 1 to 3 listed for Priced bid should be submitted in a separate cover.

1.10 Bill of Quantity (BOQ)- Price bid

Bidders should necessarily submit their financial bids in the format [Price Schedule Form and the MS-EXCEL BOQ file] provided and no other format is acceptable. The prices mentioned in BOQ and Price Schedule Form shall be considered for evaluation and comparison of bids. Bidders are required to download the BOQ file, open it and complete the 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 fill up the relevant Price Schedule Form and the MS-EXCEL Bill of Quantity (BOQ) file very carefully as it will be used for evaluation of L1. The contract will be awarded to L1 bidder subject to fulfilment of other terms and conditions of tender and also the Purchase preference policy of Govt. of India as specified in Clauses 1.32.10 and 1.32.11 of the Tender document.

1.11.2. Prices shall be entered in BOQ and Price Schedule Form in the following manner:

(a) **For Goods manufactured within India:**

i)	The price of the goods quoted Ex-works
ii)	GST 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 Tender Document
iv)	The installation, commissioning and training charges including any incidental services, if any as prescribed in the Tender Document

(b) **For Goods manufactured abroad:**

i)	The price of the goods, quoted on FCA (named Airport abroad) or FOB (named port of shipment), as specified in the BOQ.
ii)	The charges for insurance and transportation of the goods to the port / place of destination.
iii)	The agency commission charges payable to Indian agent in Indian rupees, if any.
iv)	The installation, commissioning and training charges including any incidental services, if any

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

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

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

1.11.6. All lots and items must be listed in Unpriced bid and priced separately as per Price Schedule Form and MS-EXCEL BOQ file. If Unpriced bid shows items listed but not priced in BOQ and Price Schedule Form, their prices shall be assumed to be included in the prices of other items. Lots or items not listed in Unpriced bid shall be assumed to be not included in the bid.

1.11.7. The Purchaser is a public funded Research Institution under Department of Scientific & Industrial Research and concessional Custom Duty is applicable for the goods purchased for research purpose vide Government of India Notification No.51/96-Customs dated 23.07.1996

1.11.8. In case of INR bids the price criteria should be on Free Delivery to CSIR-NATIONAL METALLURGICAL LABORATORY, JAMSHEDPUR. Govt. Levies like GST etc., if any, shall be paid at actual rates applicable on the date of delivery. Rates should be quoted accordingly giving the basic price, GST etc., if any.

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

1.12 Bid Currencies

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

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 (as specified in Chapter-5) 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 Manufacturer's Authorization Form using the form specified in the bidding document to demonstrate that it has been duly authorized by the manufacturer of the goods to quote and / or supply the goods.
(c)	In case a bidder not doing business within India, it shall furnish the certificate to the effect that the bidder is or will be represented by an agent in India, equipped and able to carry out the supply, maintenance, repair obligations etc. during the warranty and post warranty period or ensure a mechanism at place for carrying out the supply, maintenance, repair obligations etc. during the warranty and post-warranty period.

1.13.3. Conditional tenders / offers shall **not** be accepted. Alternate offers/makes/models will **not** be considered.

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 that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

1.15 Bid Security (BS) / Earnest Money Deposit (EMD)

1.15.1. The Bidder shall furnish, as part of its bid, a Bid security (BS) / Earnest Money Deposit (EMD) of amount as specified in NIT in the form of a Bank Guarantee / Demand Draft drawn on any Scheduled Commercial Bank / Nationalized Bank in favour of the Director, CSIR-NATIONAL METALLURGICAL LABORATORY.

A. In case of Foreign Bidder(s):

a) The BS shall be submitted either by the principal or by the Indian agent.
b) The bidder who submits the tender on behalf of their principals should produce documentary evidence in support of their authority to quote.
c) The Bank Guarantee (BG) is insisted due to steep fluctuations in foreign exchange hence the foreign DDs are not accepted towards BS/EMD.
d) In case a bidder desires to submit a BG issued from a foreign bank, then the same should be confirmed by a Scheduled Commercial Bank / Nationalised bank in India.

B. In the case of indigenous bidders:

a) The BS shall be submitted by the manufacturer or their specifically authorized dealer/bidder.

1.15.2. E-Bids submitted without BS/EMD will stand rejected. BS/EMD will not be accepted in the form of cash / cheque or any other form other than DD/Bank Guarantee as per format given in Chapter-8: No interest is payable on BS/EMD

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

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

(a)	A Bank Guarantee (BG) issued by a Nationalized / Scheduled Commercial bank / Foreign Bank operating in India in the form provided in the bidding documents and valid for 45 days beyond the validity of the bid. In case a bidder desires to submit a BG issued from a foreign bank, then the same should be confirmed by a Nationalised / Scheduled Indian bank; **FORMAT OF BANK GUARANTEE SHALL BE AS PER FORM-3 ATTACHED.** **OR**
(b)	A Banker's cheque or demand draft in favour of the **Purchaser** issued by any Nationalised / Scheduled Commercial Indian bank.

1.15.5. The bid security shall be payable promptly upon written demand by the purchaser in case the conditions listed in the **ITB clause 1.15.11** are invoked.

1.15.6. The bid security or the bid securing declaration should be submitted in its original form to the address:

STORES & PURCHASE OFFICER
CSIR-NATIONAL METALLURGICAL LABORATORY,
BURMA MINES, JAMSHEDPUR – 831 007
JHARKHAND, INDIA

Scanned Copy of Demand Draft/Bank Guarantee towards bid security/ Bid Securing Declaration should be uploaded along with the E-bid. The envelop enclosing EMD should be Superscribed with **Tender number** and specifying ***"EMD"*** on the envelop.

1.15.7. Bid security / EMD is the mandatory requirement. However, the MSEs registered with agencies /bodies mentioned below are **exempted from payment of Earnest Money Deposit (EMD) & tender fees.**
As per Public Procurement policy (PPP) for Micro & Small Enterprises (MSEs) Order, 2012 issued vide Gazette Notification dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprises of Govt. of India, MSEs must be registered with any of the following in order to avail the EMD and Tender fee exemption:

a) District Industries Centers (DIC)
b) Khadi and Village Industries Commission (KVIC)
c) Khadi and Village Industries Board
d) Coir Board
e) National Small Industries Corporation (NSIC)
f) Directorate of Handicraft and Handloom
g) Any other body specified by Ministry of MSME (MoMSM)

The tender fee and EMD exemption is **applicable to MSEs subject to conditions given below**:

i) MSEs participating in the tender must submit valid & authorized copy of certificate of registration with any one of the above agencies. In case of bidders submitting DIC registration certificate shall attach original notarized copy of the DIC certificate. The MSE Bidder to note and ensure that **nature of services and goods/items manufactured mentioned in MSE's certificate matches with the nature of the services and goods /items to be supplied as per Tender.**

ii) **Traders / resellers / distributors / authorized agents will not be considered for availing benefits** under Public Procurement Policy 2012 for MSEs as per MSME guidelines issued by MoMSME. Under MSE category, only manufacturers of goods and service providers for services are eligible for exemption from EMD. Traders are excluded from the purview of this provision.

iii) The registration certificate issued from any one of the above agencies must be **valid as on Bid closing date of the tender**. Bidder shall ensure validity of registration certificate in case bid closing date is extended.

iv) The MSEs who have applied for registration or renewal of registration with any of the above agencies / bodies, but have **not obtained the valid certificate** as on close date of the tender, are **not eligible for exemption / preference.**

v) 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.

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

1.15.9. The successful Bidder's bid security will be discharged upon the Bidder furnishing the Performance Security, without any interest. Alternatively, the BS could also be adjusted against Performance Security, if it is paid through Demand Draft / Banker's Cheque.

1.15.10. The receipt of Bid security or the bid securing declaration as the case may be before time and date of submission of bid is mandatory requirement. The bid is liable to be rejected if the bid security or the bid securing declaration is not received within stipulated time.

1.15.11. The bid security may be forfeited:

(a)	If Bidder withdraws or amends or modifies or impairs or derogates its bid during the period of bid validity specified by the Bidder on the Bid Form; **OR**
(b)	In case of successful Bidder, if the Bidder fails to furnish order acceptance within 15 days of the order or fails to sign the contract and / or fails to furnish Performance Security within 21 days from the date of contract / order.

1.15.12. 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 **180 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 (or by fax or e-mail). The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

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

1.17 Format and Signing of Bid

1.17.1 The bids may be submitted in single envelop or in two parts as specified in the **Notice Inviting Tenders** / **Invitation for Bids**. In case e-bids are specifically invited, ITB Clause 1.19.7 shall be applicable.

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

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

~~1.17.4 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid detailing his/her name and contact details.~~

~~1.17.5 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the bid.~~

~~1.18 Deleted~~

D. Submission and Sealing of Bids

~~1.19. **Submission, Sealing and Marking of Bids**~~

~~1.19.1~~
~~The Bidders may submit their duly sealed bids generally by post or by hand. (Bids received by FAX/E mail would not be considered for evaluation.)~~

~~1.19.2~~
~~In the case of bids invited on single envelop basis, the Bidders shall seal the original and each copy of the bid in separate inner envelopes, duly marking the envelopes as "original" and "copy". The envelopes shall then be sealed in an outer envelope.~~

~~1.19.3~~
~~In the case of bids invited on two part basis, the Bidder shall seal the un-priced commercial and technical bid comprising the documents as listed in ITB 1.9.1 and the priced bid in two separate envelops duly marked as "Techno-Commercial bid" and "Priced bid". Both the envelope shall then be sealed in one outer envelope.~~

~~1.19.4~~
~~a. The inner and outer envelopes shall be addressed to the ***Director (Attention :STORES AND PURCHASE OFFICER), CSIR-NATIONAL METALLURGICAL LABORATORY, BURMA MINES, JAMSHEDPUR – 831 007, JHARKHAND, INDIA,*** and deposited in the Tender box kept in Purchase Section, if delivered by hand.~~
~~**b. Bear the name and address of the Bidder, Tender No., due date and a warning "Do not open before _____" to be completed with the time and date as specified in the Invitation For Bids / NIT.**~~

~~1.19.5~~
~~If the outer envelope is not sealed and marked as required above, the Purchaser will assume no responsibility for the bid's misplacement or premature opening. In such cases, bids received in open condition within the due date and time will be accepted at the risk of the Bidder if the same is presented to the STORES & PURCHASE OFFICER before expiry of the due date and time of opening of the bids.~~

~~1.19.6~~
~~Firms submitting bids in a single envelope against the requirement of two bid system would be considered for further evaluation at the risk & responsibility of the Bidder. However, the opened priced bid, if prepared separate from the technical bid, would be sealed immediately by the Tender Opening Committee without disclosing the price.~~

1.19.7

In case of submission of e-bids, the following instructions shall apply:

- Bidder should login to the site well in advance for e-Bid submission so that he/she uploads the bid in time i.e. on or before the bid submission deadline. Bidder will be sole responsible for non-submission of bids in due time.

- The bidder has to digitally sign and upload the required documents one by one as indicated in Purchaser's Bidding Documents.

- Bidder has to select the payment option as 'offline' to pay the EMD as applicable and enter details of the instrument(s). Bidder should prepare the EMD as per the instructions specified in Purchaser's Bidding Documents. The Bidder shall seal the original Demand Draft / Bank Guarantee / Bid Securing Declaration [whichever is applicable], in an envelope duly superscribed with the **Purchaser's Tender Reference** and a comment "**CONTAINS EMD INSIDE**". The Bidder shall also mark their name and tender reference number on the back of the Demand Draft before sealing the same. If the envelope is not marked as specified above, Purchaser will not assume any responsibility for its misplacement, pre-mature opening etc. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected. The aforesaid sealed envelope shall be posted/couriered so as to reach the following address latest by the date and time specified in the CRITICAL DATE SHEET:

  STORES & PURCHASE OFFICER,
  CSIR-NATIONAL METALLURGICAL LABORATORY
  BURMA MINES, JAMSHEDPUR – 831 007
  JHARKHAND, INDIA

- Wherever the Bidding Documents prescribe that the Price Bid be submitted in a BOQ EXCEL file [.xls format] , Bidders are required to download the BOQ file, open it and complete 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 e-Bid will be rejected.

- The server time (which is displayed on the Bidders' Dashboard) will be considered as the standard time for referencing the deadline for submission of the bids by the Bidders, opening of e-Bids etc. The Bidders should follow this time during e-bid submissions. All the documents being submitted online by the bidders would be encrypted using encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening.

- The uploaded Documents become readable only after the Bid Opening by the authorized bid openers. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a Bid Summary will be displayed with the Bid No. and the date & time of submission of the bid with all other relevant details. The Bid Summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

1.20. **Deadline for Submission of Bids**

1.20.1

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

1.20.2

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

~~1.21. **Late Bids**~~

~~1.21.1~~

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

~~1.21.2~~

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

~~1.22. **Withdrawal, substitution and Modification of Bids.**~~

~~1.22.1~~

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

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

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

~~1.22.2~~

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

E. Opening and Evaluation of Bids

1.23 **Opening of Bids by the Purchaser**

1.23.1

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

1.23.2

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

corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

1.23.3

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

1.23.4

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

1.23.5

Bidders interested in participating in the bid opening process, should depute their representatives along with an authority letter to be submitted to the Purchaser at the time of bid opening.

1.23.6

In case of e-bids, the opening of bids shall be done on-line as per laid down norms of e-tendering.

1.24. **Confidentiality**

1.24.1

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

1.24.2

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

1.25. **Clarification of Bids**

1.25.1

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

1.26. **Preliminary Examination**

1.26.1

The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 1.9 have been provided, and to determine the completeness of each document submitted.

1.26.2

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

a. Bid Form in accordance with ITB Clause 1.9 and Price Schedule, in accordance with ITB Clause 1.10. **However, in case of two-bid / double bid tendering process, the Bid Form submitted in the Techno-Commercial bid shall not disclose any prices. In other words, no prices will be indicated in the Bid Form furnished in the Techno-Commercial Bid.**

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. Bid Security/Earnest Money Deposit/ EMD exemption documents/Bid Securing Declaration has not been furnished.
ii. Original Bid Security / Earnest Money Deposit did not reach Purchaser's address prior to the prescribed deadline
iii. Details and other particulars of the original instruments furnished as Bid Security / Earnest Money Deposit does not tally with the instrument uploaded on the e-tendering portal.
iv. The Bidder is not eligible.
v. The Bid validity is shorter than the required period.
vi. The Bidder has quoted for Goods manufactured by a different firm without the required authority letter from the proposed Manufacturer.
vii. Bidder has not agreed to give the required Performance Security.
viii. The Goods quoted are sub-standard, not meeting the required specification etc.

ix. Against the schedule of Requirement (incorporated in the tender enquiry), the Bidder has not quoted for the entire requirement as specified in that schedule.
x. The Bidder has not agreed to some essential condition(s) incorporated in the tender enquiry.
xi. Bidder has not mentioned charges related to factors like transportation, taxes etc. [as asked for in the Price Schedule Form and MS-EXCEL BOQ file] thus rendering such offers as incomplete.
xii. Bidder has not met the prescribed Qualification / Minimum Eligibility Criteria.

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

1.27.1

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

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;

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;

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.
Following decisions of the Purchaser in accordance with the provision of internal guidelines shall not be subject to review:

i. Determination of the need for procurement;
ii. Selection of the mode of procurement or bidding system;
iii. Choice of selection procedure;
iv. Provisions limiting participation of Bidders in the procurement process;
v. The decision to enter into negotiations with the L1 Bidder;
vi. Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
vii. 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 bidder/contractor; and
viii. Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

1.27.2

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

1.28 **Responsiveness of Bids**

1.28.1

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

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

1.28.2

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

1.28.3

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

1.28.4

If a Bidder Quotes Nil Charges/consideration, the bid shall be treated as unresponsive and will not be considered.

1.29 **Non-Conformity, Error and Omission**

1.29.1

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

1.29.2

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

1.29.3

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

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

1.29.4

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

1.30 **Examination of Terms & Conditions, Technical Evaluation**

1.30.1

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

1.30.2

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

1.30.3

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

1.31 **Conversion to Single Currency**

1.31.1 To facilitate evaluation and comparison, the Purchaser will convert all quoted prices expressed in various currencies to Indian Rupees at the selling exchange rate established by any bank in India as notified in the Newspapers on the date of bid opening (techno-commercial bid in the case of two-part bidding) The date of bid opening as notified by the CPP portal under the heading “CRITICAL DATES” shall only be considered in this regard. For this purpose, exchange rate notified in www.xe.com or www.rbi.org or any other website could also be used by the Purchaser.

1.32 Evaluation and comparison of bids

1. The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantia6lly responsive.

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

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

4. **For Goods supplied from within India**

i)	The price of the goods quoted Ex-works
ii)	GST 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 Tender Document.
iv)	The installation, commissioning and training charges including any incidental services, if any as prescribed in the Tender Document

(b) **For Goods supplied from abroad**

i)	The price of the goods, quoted on FCA (named Airport abroad) or FOB (named port of shipment), as specified in the Tender Document
ii)	The charges for insurance and transportation of the goods to the port / place of destination i.e. CIP/CIF Price.
iii)	The agency commission charges payable to Indian agent in Indian rupees, if any.
iv)	The installation, commissioning and training charges including any incidental services, if any.

5. The comparison between the indigenous and the foreign offers shall be made on FOR destination basis and CIF / CIP basis respectively. However, the CIF / CIP prices quoted by any foreign bidder shall be loaded further as under: -
   (a) Towards customs duty and other statutory levies like IGST etc.–as per applicable rates.
   (b) Towards custom clearance, inland transportation etc.- 2% of the CIF / CIP value.

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

6. In case of Purchase of many items against one tender, which are not inter- dependent or, where compatibility is not a problem, normally the comparison would be made on ex-works, (in case of indigenous items) and on FOB / FCA (in the case of imports) prices quoted by the firms for identifying the lowest quoting firm for each item.

7. Orders for Imported Goods need not necessarily be on FOB / FCA basis rather it can be on the basis of any of the Incoterms latest edition as may be amended from time to time by the ICC or any other designated authority and favourable to CSIR-NML.

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

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

10. **Purchase preference to Local suppliers and MSE suppliers will be as per OM No. F.1/4/2021-PPD dated 18.05.23 of Ministry of Finance, Govt. of India mentioned at Chapter 9 of this tender document.**

    Bidders may note that the application of Public Procurement (Preference to Make in India) Order 2017 (PPP-MII order) and Public Procurement Policy for MSEs order dated 23.03.12 (PPP –MSE Order),, in the tendering process shall be regulated by OM No. F.1/4/2021-PPD dated 18.05.23 of Ministry of Finance, Govt. of India, a copy of which is provided at Chapter-9 of this tender document.

11. **Purchase Preference to MSEs**

    Bidders may note that the application of Public Procurement (Preference to Make in India) Order 2017 (PPP-MII order) and Public Procurement Policy for MSEs order dated 23.03.12 (PPP –MSE Order), in the tendering process shall be regulated by OM No. F.1/4/2021-PPD dated 18.05.23 of Ministry of Finance, Govt. of India, a copy of which is provided at Chapter-9 of this tender document.

1.33 Comparison of Bids

The Purchaser shall compare all substantially responsive bids to determine the lowest bid (L1), in accordance with **ITB Clause1.32**.

1.34 Contacting the Purchaser

1.34.1 Subject to **ITB Clause 1.24,** 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.

1.34.2 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.

1.35 Post qualification

1.35.1. 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.**

1.35.2. The determination will take into account the Eligibility& Qualification criteria listed in the Chapter-5 of the Tender document and it 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.

1.35.3. 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

1.36 Negotiations

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, shall be treated at par with negotiations.

1.37 Award Criteria

Subject to **ITB Clause 1.39**, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. The details of the award would be hosted on the CPPP website https://etenders.gov.in& Purchaser's website www.nml.res.in.

1.38 Purchaser's right to vary Quantities at the time of Award of contract or thereafter

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, without any change in rate or other terms and conditions of the Purchase Order, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period).

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

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

1.40 Notification of Award

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

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

1.40.3. Upon the successful Bidder's furnishing of the signed Contract Form and Performance Security pursuant to **ITB Clause 1.41 and 1.43** respectively, the Purchaser will promptly notify each unsuccessful Bidder and discharge its Bid Security.

1.41 Signing of Contract

1.41.1. Promptly after notification, the Purchaser shall send the successful Bidder the Letter of award of contract along with Purchase Order.

1.41.2. Within twenty-one (21) days of date of the Purchase Order, the successful Bidder shall enter into Contract Agreement as per Chapter- 7.

1.42 Order Acceptance

1.42.1. The successful bidder should submit Order Acceptance / Order Confirmation within 14 days from the date of issue of Purchase Order, failing which it shall be presumed that the bidder is not interested and his bid security is liable to be forfeited pursuant to **ITB Clause1.15.11**.

1.42.2. The order confirmation must be received within 14 days. However, the Purchaser has the powers to extend the time frame for submission of order confirmation beyond the original date. Even after extension of time, if the order confirmation is not received, the contract is liable to be cancelled. Under such circumstances, the Purchaser shall retender the required goods and services.

1.43 Performance Security

Within 21 days of receipt of the notification of award / Purchase Order the Supplier shall furnish Performance Security as per the GCC Clause 2.13,for the amount specified in SCC, valid for the time 60 days beyond the fulfilment of all contractual obligations including warranty.

1.44 Assistance to Bidders:

1.44.1 Any queries relating to the Tender Enquiry Document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the NIT.

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

1.45 Bidder's right to question rejection

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:

1.45.1 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.

1.45.2 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.

1.45.3 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.

1.45.4 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.

1.45.5 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 bidder/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.

1.46 Integrity Pact

1.46.1 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.

1.46.2 The Integrity pact essentially envisages an agreement between the prospective bidders/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 bidders/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;

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

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

vii) 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;

viii) Integrity Pact lays down the punitive actions for any violation.

1.46.3 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.

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

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

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

1.46.7 The modal format of Integrity Pact is given in Chapter-8.

CHAPTER 2

CONDITIONS OF CONTRACT

A. GENERAL CONDITIONS OF CONTRACT

2.1 **Definitions**

2.1.1

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

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

b. "***Contract Documents***" means the documents listed in the Contract Agreement, including any amendments thereto.

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

d. "***Day***" means calendar day.

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

f. "***GCC***" means the General Conditions of Contract.

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

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

i. "***SCC***" means the Special Conditions of Contract.

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

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

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

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

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

2.2 **Contract Documents**

2.2.1

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

2.3 **Code of Integrity**

2.3.1

Without prejudice to and 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 contractor 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.

Provisions in addition to above:

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

2.4 **Joint Venture, Consortium or Association**

2.4.1

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

2.5 **Scope of Supply**

2.5.1

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

2.6 **Suppliers' Responsibilities**

2.6.1

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

2.7 **Contract price**

2.7.1

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

2.8 **Copy Right**

2.8.1

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

2.9 **Application**

2.9.1

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

2.10 **Standards**

2.10.1

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

2.11 **Use of Contract Documents and Information**

2.11.1

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

2.11.2

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

2.11.3

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

2.12 **Patent Indemnity**

2.12.1

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

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

2.12.2

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

1. A Bank guarantee or stand-by Letter of Credit issued by a Nationalized/Scheduled Commercial bank located in India or a bank located abroad in the form provided in the Bidding Documents.
Or
2. A Banker's cheque or Account Payee demand draft in favour of the Purchaser.
Or
3. A Fixed Deposit Receipt pledged in favour of the Purchaser.

2.13.6

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

2.13.7

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

2.13.8

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

2.13.9

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

2.14 **Inspections and Tests**

2.14.1

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

2.15 **Packing**

2.15.1

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

2.15.2

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

2.16 **Delivery and Documents**

2.16.1

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

2.16.2

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

2.16.3

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

2.17 **Insurance**

2.17.1

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

2.17.2

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

2.17.3

Where delivery is on FOB or FCA basis, insurance would be the responsibility of the Purchaser.

2.17.4

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

2.18 **Transportation**

2.18.1

Where the Supplier is required under the Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract price. Where the Supplier is required under the Contract to

deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

2.18.2

Where the Supplier is required under the Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the Purchaser's country, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

2.18.3

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

2.19 **Incidental Services**

2.19.1

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

2.20 **Spare Parts**

2.20.1

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

a. Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
b. In the event of termination of production of the spare parts:
    i. Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
    ii. Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

2.21 **Warranty**

2.21.1

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

2.21.2

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

2.21.3

Unless otherwise specified in the SCC, the warranty shall remain valid for Twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for Eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

2.21.4

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

2.21.5

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

2.21.6

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

2.21.7

Goods requiring warranty replacements must be replaced on free of cost basis to the Purchaser. Purchaser shall not bear any to-and-fro transportation charges, customs duty, customs clearance and any other incidental charges related to warranty replacements

2.22 **Terms of Payment**

2.22.1

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

2.22.2

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

2.22.3

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

2.22.4

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

2.23 **Change Orders and Contract Amendments**

2.23.1

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

i. Increase or decrease in the quantity required, exercise of quantity opinion clause;
ii. Changes in schedule of deliveries and terms of delivery;
iii. The changes in inspection arrangements;
iv. Changes in terms of payments and statutory levies;
v. 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 **Sub-contracts**

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

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

iii. 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:

i. The Performance Security is to be forfeited;
ii. 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.
iii. 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:

i. To have any portion completed and delivered at the Contract terms and prices; and/or

ii. 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) In case of Dispute or difference arising between the Purchaser and a domestic supplier/service provider relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996 and Arbitration & Conciliation (Amendment) Act 2015, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi.

(b) "Arbitration Clause" in the domestic agreement will be as under:

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

(c) In the case of a dispute between the Purchaser and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the Supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

2.32.4

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

2.32.5

Notwithstanding, any reference to arbitration herein,

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

2.33 **Governing Language**

2.33.1

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

2.34 **Applicable Law**

2.34.1

The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction as specified in SCC.

2.35 **Notices**

2.35.1

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

2.35.2

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

2.36 **Taxes and Duties**

2.36.1

For Goods manufactured outside India, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside India.

2.36.2

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

2.36.3

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

2.36.4

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

2.36.5

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

2.37 **Right to use Defective Goods**

2.37.1

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

2.38 **Protection against Damage**

2.38.1

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

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

2.39 **Site preparation and installation**

2.39.1

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

2.40 **Import and Export Licenses**

2.40.1

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

2.40.2

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

2.41 **Risk Purchase Clause**

2.41.1

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

2.42 **Option Clause**

2.42.1

The Purchaser reserves the right to increase or decrease the quantity of the required Goods up to 25% (Twenty-Five) per cent at any time without any change in rate or other terms and conditions of the Purchase Order, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period)

2.43 **Integrity Pact**

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

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

2.44 **Order Acceptance**

2.44.1
The successful Bidder should submit Order Acceptance / Order Confirmation within 14 days from the date of issue of order/signing of contract, failing which it shall be presumed that the bidder is not interested and his Bid Security is liable to be forfeited pursuant to clause 1.15.11 of ITB.

B. 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 ***CSIR-NATIONAL METALLURGICAL LABORATORY, Burma Mines, Jamshedpur – 831 007, Jharkhand, India.***
2	GCC 2.1.1(m)	The Final Destination is ***CSIR-NATIONAL METALLURGICAL LABORATORY, Burma Mines, Jamshedpur – 831 007, Jharkhand, India.***
3	GCC 2.13.1	The amount of the Performance Security shall be **03% of the Contract Value covering the warranty period of *03 (Three) years from the date of acceptance of goods* + 60 days.**
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 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/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 : ***For Goods manufactured within India*** 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, *inter-alia* description and specification of the Goods, quantity, unit price, total value; b. Packing list; c. Certificate of country of origin; d. Insurance certificate, if required under the contract; e. Railway receipt/Consignment note; f. Manufacturer's guarantee certificate and in-house inspection certificate; g. Inspection certificate issued by Purchaser's inspector, if any; and h. Any other document(s) as and when required in terms of the contract. *Note:* *01. The nomenclature used for the item description in the invoices(S), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s).* *02. The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.* ***For Goods manufactured abroad*** Within 24 hours of dispatch, the Supplier shall notify the Purchaser the complete details of dispatch and also supply following documents by Registered Post/courier and copies thereof by FAX/Email. a. Two copies of Supplier's Invoice giving full details of the Goods including quantity, value, etc.; b. Packing list; c. Certificate of country of origin issued by Supplier; d. Manufacturer's guarantee and Inspection certificate; e. Inspection certificate issued by the Purchaser's Inspector, if any; f. Insurance Certificate, if required under the contract; g. Name of the Vessel/Carrier; h. Bill of Lading/Airway Bill; i. Any other document(s) as and when required in terms of the contract.

		Note: *The nomenclature used for the item description in the Invoices (s), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s).* *02. The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.*
6	GCC 2.16.3	In case of supplies from within India, the mode of transportation shall be by ***Air/Rail/Road.*** In case of supplies from abroad, the mode of transportation shall be by ***Air/*Ocean.**
7	GCC 2.17.1	**For Goods supplied from abroad:** The Insurance shall be for an amount equal to 110% of the CIF or CIP value of the contract from "warehouse to warehouse (final destination)" on "all risk basis" including strikes, riots and civil commotion and unloading at final destination site (CSIR-NML). **For Goods supplied from India:** The Supplier shall arrange for Insurance from "warehouse to warehouse (final destination)" on "all risk basis" including strikes, riots and civil commotion and unloading at final destination site (CSIR-NML)
8	GCC 2.21.3	***Comprehensive onsite Warranty shall be for 03 (Three) years from the date of acceptance as certified by CSIR-NML's user scientist to be provided by the supplier.*** ***All items / components should be covered under warranty without any exclusion.***
9	GCC 2.22.1 GCC 2.22.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: **PAYMENT FOR GOODS SUPPLIED FROM ABROAD:** **Payment of foreign currency portion shall be made in currency of the Contract in the following manner:** **(a) On Shipment : 70 % (Seventy Percent)** of the Contract Price of all the ordered Goods **(except AMC Charges)** shipped shall be paid through irrevocable Letter of Credit opened in favour of the Supplier in a bank in its country, upon submission of documents specified in the LC. **(b) On Acceptance: 30% (Thirty Percent)** of the Contract Value of all the ordered goods shall be paid through Wire Transfer after successful installation, commissioning and training including completion of all contractual obligations upon submission of claim supported by the acceptance certificate issued by the Purchaser along with the Performance security including fulfilment of all contractual obligations subject to the submission of Performance Security. ***Establishment of LC will be done only upon receipt of award confirmation and receipt of Performance Security within 21 days of issuance of Purchase Order.** **GOODS AND SERVICES SUPPLIED FROM INDIA:** **The payment shall be made in Indian Rupees, as follows:** **a) Upon complete delivery and inspection at delivery site :- 70% (Seventy Percent)** of the Contract Value of all the ordered goods **(except AMC Charges)** shall be paid through RTGS within 30 days upon delivery of all the ordered goods at CSIR NML and completion of inspection of goods by the consignee at final destination site (CSIR-NML). **b) On Acceptance:- 30% (Thirty Percent)** of the Contract Value of all the ordered goods shall be paid through RTGS after successful installation, commissioning and training including completion of all contractual obligations upon submission of claim supported by the acceptance certificate issued by the Purchaser along with the Performance security including fulfilment of all contractual obligations subject to the submission of Performance Security. The Performance Security of 3% (Three percent) of value of Purchase Order should be valid till 60 (Sixty) days beyond the date of expiry of Warranty Period of **03 (Three) Years comprehensive Warranty** from the date of acceptance.

		All payments due under the Contract shall be paid after deduction of statutory levies at source (like ESIC, Income Tax, etc.), wherever applicable.
10	GCC 2.27.1	The penalty shall be 0.5% per week or part of a week towards late delivery and towards delay in installation and commissioning.
	GCC 2.27.1	The maximum amount of penalty shall be 10%
11	GCC 2.34.1	The place of jurisdiction is Jamshedpur, Jharkhand.
12	GCC 2.35.1	For notices, the Purchaser's address is The Director Attention: STORES AND PURCHASE OFFICER CSIR-NATIONAL METALLURGICAL LABORATORY, Burma Mines, Jamshedpur – 831 007 Jharkhand, India
13	GCC 2.35.1	E-mail : **spo.nml@csir.res.in** Phone : **+91 657 2345132**
14	GCC 2.43.1	The integrity pact is not to be signed.
15	GCC 2.43.2	*The name and contact details of the IEMs are as under:* ***NOT APPLICABLE***

CHAPTER 3

SCHEDULE OF REQUIREMENTS

Sl. No.	Tender Ref.	Description of Goods and Services	Quantity
1	PUR/371/NK/DB/EQM/2025-26	SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF FOURIER TRANSFORM INFRARED (FTIR) SPECTROMETER [details given in the Chapter-4 of this Tender Document]	01 No.

Delivery & Installation site / Final Destination	***CSIR-NATIONAL METALLURGICAL LABORATORY, Burma Mines, Jamshedpur – 831 007, Jharkhand, India***
Period of Delivery shall count from	DATE OF AWARD OF CONTRACT / ISSUE OF PURCHASE ORDER
Delivery Period [Goods to be delivered in one lot at final destination.]	**WITHIN 08 WEEKS FROM DATE OF AWARD OF CONTRACT / ISSUE OF PURCHASE ORDER**
Time frame required for conducting installation, commissioning, training of the Goods etc. after arrival of the Goods at Final destination	**WITHIN 30 DAYS FROM RECEIPT OF ALL ORDERED ITEMS IN CSIR-NML.**

***Establishment of LC will be done only upon receipt of award confirmation and receipt of Performance Security within 21 days of issuance of Purchase Order.**

CHAPTER 4

SPECIFICATIONS, ALLIED TECHNICAL DETAILS AND SCOPE OF SUPPLY

4.1 Technical Specifications and Other Allied Requirements

Technical Specification of Fourier Transform Infrared (FTIR) Spectrophotometer

Sr. No.	Parameter	Requirement
1	Fully computer controlled USB based interface and Software based FTIR spectrophotometer having transmission unit and diamond crystal Attenuated Total Reflection (ATR),	
2	FTIR must be capable to analyze solids, liquids, films, moldings, paints, gel, paste and powder samples,	
3	Wavenumber Range	Minimum 350 cm^{-1} to 7800 cm^{-1} or higher
4	Spectral Resolution	0.25 cm^{-1} or better
5	Signal to Noise ratio	50000:1 or better (peak to peak for 1 minute, 4cm^{-1} resolutions)
6	Wave number Precision	0.003 cm^{-1} at 2000 cm^{-1} or better
7	Wave number Accuracy	0.05 cm^{-1} at 2000 cm^{-1} or better
8	Detector	Temperature controlled DTGS/DLaTGS or better
9	Source	High Intensity IR source
10	Reference Laser	Solid state laser
11	Interferometer	Dynamically aligned, friction less Michelson design
12	Optics	Sealed & desiccated with gold coated mirrors or Equivalent technology
13	Processing system/work station having minimum i7 processor with 16 GB RAM & 1 TB SSD along with original 64-bit windows 11 or higher & B/W Laser printer,	
14	Compatible processing software having minimum 10000 inbuilt library, ATR correction, K-M conversion, ASCII & JCAMP conversion, elimination of water vapour and CO_2 peaks. Further, software should have full data processing including peak detection, baseline correction, normalization, dynamic spectral subtraction, arithmetic calculation etc.,	
15	Must have built-in validation software complies with European Pharmacopoeia, ASTM, USP, JP, & CP,	
16	System should be upgradable in future and have the option for Gas analysis with gas cell measuring 10 cm,	
17	Supplier's responsibility to arrange transportation, installation, commissioning and training for users,	
18	Demountable cell with KBr window for liquid samples,	
19	Warranty	3-year comprehensive warranty for the entire system including processing software and accessories,
20	Acceptance Criteria	The vendor must have a proven track record of supplying same or similar model to reputed government R&D institutions in the last 3 years (list to be attached).

4.2
Scope of Supply

Scope of Supply includes the following:
(i) Supply of the equipment / system as specified in 4.1 above
(ii) Installation & Commissioning
(iii) On site comprehensive Warranty as specified in 4.5 (i) below
(iv) Training as specified below in 4.4

4.3 Inspection & Tests

4.3.1 General

(i) 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. 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 in the chapter 4 or as discussed and agreed to during the course of finalization of contract.

(ii) 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. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.

(iii) 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.

(iv) The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser and what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.

(v) 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.

(vi) 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.

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

(viii) 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.

(ix) 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.

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

(xi) 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.

(xii) 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. Acceptance certificate form as given in Form-12 should be signed by authorised representative of Supplier & Purchaser.

(xiii) Installation demonstration is to be arranged by the supplier and the same is to be done within 30 days of the arrival of the equipment at site.

4.3.2 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 Pre- dispatch inspection and testing.

4.3.3 Installation, Commissioning & Acceptance Test

Within 30 DAYS from receipt of all ordered items in CSIR-NML. Supplier must submit original Installation Certificate on their letterhead indicating date of completion of Installation & Commissioning duly signed & stamped by Service Engineer and user of CSIR-NML.

The supplier and user of CSIR-NML shall jointly fill-up Acceptance Certificate Form (Form -12) on completion of Commissioning of the equipment.

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.

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

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

4.4 Training—On-site training shall be imparted to user 03 nos. of Scientists/Technical Officers for 03 days during Installation period.

4.5 Incidental Services

(i) On site Comprehensive Warranty for 03 (Three) Years.

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a) ***Comprehensive onsite Warranty shall be for 03 years from the date of installation, commissioning and acceptance of goods.***
b) Any update on the software during the warranty period should be provided free of cost. Minimum two numbers of preventive maintenance per year and two numbers of break down visit as and when required, per year is necessary – it will be the part of the evaluation criteria.
c) Down-time call attendance should be within 48 hrs.
d) In case the Equipment / System remains non-operational for more than 7 days then warranty period will be extended for the equivalent period for which Equipment / System remained non-operational. Warranty extension in such case shall be done without prejudice to any other Term & condition of the contract

4.6 Delivery Schedule

Within 08 WEEKS from date of award of contract / issue of purchase order.

***Establishment of LC will be done only upon receipt of award confirmation and receipt of Performance Security within 21 days of issuance of Purchase Order.**

4.7 Pre Dispatch Inspection (PDI)

Not applicable.

4.8 **AMC**

4.8.1 Consecutive **03-years Comprehensive AMC (02 preventive + 01 breakdown visit annually)** for equipment to be started immediately after expiry of warranty period of 03 years.
AMC CHARGES TO BE QUOTED YEAR WISE TO RELEASE THE RELATED PAYMENT EVERY YEAR AFTER SUCCESSFUL SERVICING AND CERTIFICATION BY THE USER SCIENTIST.
AMC CHARGES FOR 03 YEAR(S) SHALL BE CONSIDERED DURING PRICE EVALUATION.

4.8.2 The services towards 2 nos. of Preventive Maintenance will be carried out in equal spaced interval during each AMC Year and 01 no. of Breakdown Maintenance visit will be carried out as and when required during each AMC Year at no extra cost.

4.8.3 In the event of any breakdown, the Supplier shall attend to the complaint and depute its service personnel within 05 days from the date of notification by the Purchaser.

CHAPTER 5

Eligibility & Qualification Requirements

5.1 Eligibility Criteria

a) Legally Valid Entity:

- The Bidder shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the Indian Companies Act, 1956 or any statutory provisions in the Country of Origin.
- Bidder may be Joint Venture, Consortium or Association so long as they are formed and registered prior to the bid submission date.

Copy of Certificate of Incorporation issued by Registrar of firms/companies/statutory authority is to be submitted in support of this criterion.

b) Indian Agent quoting on behalf of Foreign Principal supplier should submit a certified **copy of an Agreement/Memorandum of understanding (MOU)/Authorization Certificate issued in the prescribed Manufacturer's Authorization Form** between both the parties, detailing services to be rendered by the Agency. Foreign bidders to disclose the name and address of agent and representatives in India and Indian bidder to disclose their foreign principal or associates.

5.2 Technical Qualification Criteria

a) The Bidder should be a manufacturer /authorized representative of a manufacturer who must have designed, manufactured, tested and supplied the equipment(s) similar to the type specified in the "Technical Specification" at Chapter-4 of this Tender Document. Authorised representative / Indian Agent to submit the **Manufacturer's Authorization Form as prescribed in Chapter-8 of this Tender Document.**

b) The Bidder should furnish the information on all past supplies and satisfactory performance during past 5 years in the **Performance Statement Form** (Chapter-8). Bidders shall invariably furnish documentary evidence (Client's certificate) in support of the **satisfactory operation of the equipment / system**.

c) Details of Service Centres and information on service support facilities that would be provided after the warranty period (in the **Service Support Form-Chapter-8).**

d) Foreign bidder/suppliers quoting directly should submit a valid letter of Authorisation in favour of Indian Agent/Representative indicating complete address, contact person, contact details and validity of Authorization if any along with their technical bid. The authorised signatory of the foreign bidder who issues the letter of authorisation should be available at the contact details [phone/fax/e-mail] provided in the letter of authorisation. Foreign bidder/suppliers quoting directly should ensure that adequate and specialized expertise is already available **or** will be made available following the execution of the contract in the Purchaser's country, to ensure that **the support services are responsive and adequate** as per **ITB 1.13.2(c)**.

5.3 Conflict of Interest among Bidders/Agents

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competition practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

a. They have controlling partner(s)in common; or
b. They receive or have received any direct or indirect subsidy/financial stake from any of them; or
c. They have the same legal representative/agent for purposes of this bid; or
d. They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
e. Bidder anticipates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/sub-assembly/assemblies from one bidding manufacturer in more than one bid.
f. In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry (*refer CVC(CTE)No.12-02-6-CTE/SPI(1)-2,dated January13,2012)*. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:

- The principal manufacturer directly or through one Indian agent on his behalf; and
- Indian/foreign agent on behalf of only one principal

g. A bidder or any of its affiliates participated as a consultanting the preparation of the design or technical specifications of the contract that is the subject of the Bid

h. In case of a holding company having more than one independent manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/management units in same/similar line of business.

Bidders may note that any other qualification criteria if mentioned in any other part of this Tender Document shall also be applicable in the tendering process.

CHAPTER 6

PRICE SCHEDULE FORMS

MANDATORY INSTRUCTIONS TO BE FOLLOWED BY BIDDERS

BIDDER SHALL QUOTE THEIR PRICES IN THE BOQ MS EXEL BOQ FILE AS UPLOADED ON THE CPP PORTAL, www.etenders.gov.in. WHILE FILLING UP THE BOQ FILE, BIDDER MUST ENSURE THAT ALL THE FIELDS/CELLS ARE FILLED UP. IN CASE NO QUOTE IS OFFERED FOR ANY PARTICULAR CELL/FIELD, THE NUMERAL "ZERO" MUST BE ENTERED. BIDDERS MUST UNDERSTAND THAT THE VALUE ENTERED IN THE BOQ FILE IS FINAL AND NO SUBSEQUENT CHANGES SHALL BE ALLOWED.

BIDDERS MUST EXERCISE SUFFICIENT CAUTION WHILE FILLING UP THE BOQ FILE SO THAT ALL THE RELEVANT UNPROTECTED CELLS ARE FILLED UP CORRECTLY. FOR MULTI-CURRENCY BOQ, INSTRUCTIONS FOR FILLING UP THE BOQ IS ALSO UPLOADED ON THE CPP PORTAL. BIDDERS MAY SEE THOSE INSTRUCTIONS FOR DUE GUIDANCE.

PRICE EVALUATION SHALL BE DONE IN THE MANNER PRESCRIBED IN CHAPTER 1 – INSTRUCTIONS TO BIDDERS. FOR CLARITY AND PROPER ASSESSMENT OF PRICES QUOTED, BIDDER SHALL ALSO FILL UP THE PRICE SCHEDULE FORMS APPROPRIATELY.

THERE IS ALSO A PROVISION OF UPLOADING A PDF COPY OF THE PRICED BID ON THE CPP PORTAL WITH COMPONENT WISE PRICE BREAK UP. BIDDER MAY PROVIDE COMPLETE BREAK-UP OF EACH COST COMPONENT FOR CLARITY. BIDDER MUST ENSURE THAT THERE IS NO MIS-MATCH BETWEEN THE PRICES QUOTED IN THE BOQ SHEET AND THE PDF DOCUMENT [PRICE BID AND PRICE SCHEDULE FORM] . IN ANY CASE, THE PRICES ENTERED IN THE BOQ SHEET SHALL BE CONSIDERED BY THE SYSTEM GENERATED COMPARATIVE SHEET.

CHAPTER 7

Contract Form

Contract No. _____ Date:_____

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

BETWEEN

(1) The Council of Scientific & Industrial Research registered under the Societies Registration Act 1860 of the Government of India having its registered office at 2, Rafi Marg, New Delhi-110001, India represented by National Metallurgical Laboratory, Jamshedpur (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)	General Conditions of Contract
(c)	Special Conditions of Contract
(d)	Technical Requirements (including Schedule of Requirements and Technical Specifications)
(e)	The Supplier's Bid and original Price Schedules
(f)	The Purchaser's Notification of Award
(g)	***[Add here any other document(s)]***

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

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

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

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

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

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

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

For and on behalf of the Supplier

Signed : ***[insert signature of authorized representative(s) of the Supplier]***
in the capacity of***[insert title or other appropriate designation]***
in the presence of ***[insert identification of official witness]***

CHAPTER 8

OTHER STANDARD FORMS

Form No.	Name of the Form
1.	Bidder Information Form
2.	Manufacturers' Authorization Form
3.	Bid Security Form / Earnest Money Deposit
4.	Bid Securing Declaration Form
5.	Performance Statement Form
6.	Deviation Statement Form
7.	Service Support Detail Form
8.	Bid Form
9.	Format for declaration by the Bidder for Code of Integrity & conflict of interest
10.	Format of Integrity Pact
11.	Performance Security Form
12.	Acceptance Certificate Form
13.	Self-Certification for Make in India
14.	Self-Certification regarding Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)
15.	Compliance Statement Form
16.	Declaration of Eligibility
17.	Bank Details
18.	Checklist

FORM - 01
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]***

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

Signature of Bidder _____

Name _____

Business Address _____

FORM – 02

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.]

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 ofBidder]*

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

FORM – 03

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 No._____
KNOW ALL MEN by these presents that WE _____(Bank Name)
of _____ having our registered office at
_____are bound unto _____(hereinafter called the "Purchaser")

In the sum of _____

For which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____day of _____20_____.

THE CONDITIONS OF THIS OBLIGATION ARE:

(1)	If the tenderer withdraws or amends or modifies or impairs or derogates from the Tender in any respect within the period of validity of this tender.
(2)	If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity
(a)	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 and any demand in respect thereof should reach the Bank not later than the above date.

_____
(Signature of the authorized officer of the Bank)

Name and designation of the officer
Seal, name & address of the Bank and address of the Branch

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

FORM - 04
Bid Securing Declaration Form

Date:_____ Tender No. _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

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

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

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

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

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

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

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

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

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

Corporate Seal (where appropriate)

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

FORM - 05
PERFORMANCE STATEMENT FORM

Details of similar equipment / systems supplied & installed during past 3 years in India & Abroad

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/ working satisfactory? (Attach a certificate from the purchaser / Consignee)	Name of Contact person along with Telephone No., FAX No. and e-mail address

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

Place :

Date :

FORM - 06
DEVIATION STATEMENT FORM

PART –I

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

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

Note for the bidders:

a) If the bidder offers more than one model, then the Compliance Statement must be enclosed for each and every model separately.
b) The technical and commercial deviations should be indicated separately.
c) If the bidder fails to enclose the compliance statement, his bid is likely to be rejected.
d) Where there is no deviation, the statement should be returned duly signed with an endorsement indicating “No Deviations”.

Date: **Signature and seal of the Manufacturer/Bidder**

FORM - 07
SERVICE SUPPORT DETAIL FORM

Sr. No.	List of similar type of equipment serviced in the past 3 years	Address, Telephone Nos., Fax No. and e-mail address of the buyer	Nature of training Imparted/ service provided	Name and address of service provider

Date: **Signature and seal of the Manufacturer/Bidder**

FORM - 08
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. :

To : **Director, *CSIR-NATIONAL METALLURGICAL LABORATORY, Burma Mines, Jamshedpur, Jharkhand – 831 007, India***

We, the undersigned, declare that:

(a)	We have examined and have no reservations to the Bidding Documents, Pre-Bid Conference, 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 Schedulesspecified in the Schedule of Requirements the following Goods and Related Services ***[insert a brief description of the Goods and Related Services]****as specified in Chapter 4*
(c)	The prices are separately mentioned as per format of Price Schedule Form and the MS-EXEL Bill of Quantity (BOQ) file prescribed in this tender.
(e)	Our bid shall be valid for the period of time specified in ITB Clause 1.16, from the date fixed for opening of bids in accordance with ITB Clause 1.20 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
(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]***

FORM – 09

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

(On the Letter Head of the Bidder)

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.

It is certified that we are not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids / Tender.

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

FORM – 10

Format of Integrity Pact
*(*Refer para 5.1.2 (ix) (k) of the CSIR Manual)

INTEGRITY PACT

Between

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

Preamble

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

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

Section 1 – Commitments of the Principal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 8 - Independent External Monitors

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

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

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

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

5) As soon as the Monitor notice, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the

Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

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

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

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

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

Section 9 – Pact Duration

This Pact begins when both parties have legally singed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by JS(A), CSIR.

Section 10 – Other provisions

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

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

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

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

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

Signature of Witness 1:
(Name & Address):

Signature of Witness 2:
(Name & Address):

FORM – 11

PERFORMANCE SECURITY FORM

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To,

……..

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

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

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

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

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

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

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

(Signature of the authorized officer of the Bank)

……
Name and designation of the officer

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

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

FORM – 12

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, installation and commissioning (including training) of the equipment at the User Division	
(e)	Actual date of completion of delivery, installation, commissioning (including training) of the equipment at the User Division	
(f)	Penalty for late completion of contractual obligations	

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

Sr. No.	Description	Amount to be recovered

03 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:

Sr. No.	Failure	Amount to be recovered
(a)		
(b)		
(c)		

The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated at para03.

For Supplier

Signature ……

Name ……

Designation ……..

Name of the firm ……..
Date ……

For Purchaser

Signature ……

Name ……

Designation ……

Name of the Laboratory……
Date ……

FORM – 13

Self Certification for Make in India

(to be furnished on Original Equipment Manufacturer's official letter head and signed by the authorised signatory of OEM)

Reference: Order No. P-45021/2/2017-PP (BE-II)-Part(4)Vol.II dated 19th July, 2024 of Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry, New Delhi.

We hereby certify that based on the local content in the goods or services offered by us against CSIR-NML, Jamshedpur Tender No._____ , we are Class ____ (***Supplier needs to mention whether Class-I local supplier or Class-II local supplier)***.The local content in the offered goods or services as computed by us is ____ % [_____ (in words) percentage.

The details of the location(s) at which the local value addition is made is as below:

Sr. No.	Name of the Location	Full Address of the Location
1.		
2.		

We also certify that if the details are found to be false then it shall be a 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 upto two years as per Rule 151 (iii) of the General Finance Rules along with such other actions as may be permissible under law.

Place:
Date:

Authorised Signatory of OEM
Name:
Designation
Address
Mobile No.
E-mail ID
Company Seal.

In case of bids requiring supply of multiple items (say "X1", "X2" and "X3") by a single bidder, the local content in the bid shall be

Local content = ((Sale price of "X1" - Value of imported content in "X1") + (Sale price of "X2" - Value of imported content in "X2") + (Sale price of "X3" - Value of imported content in "X3")) * 100/ (Sale price of "X1" + Sale price of "X2" + Sale price of "X3")

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

FORM - 14

Self Certification regarding restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)

(to be furnished on Bidder's official letter head and signed by the authorised signatory of Bidder)

Reference:Ministry of Finance Order No.: F. No. 6/18/2019-PPD Dated 23rd July, 2020 and subsequent amendment vide Ministry of Finance Order No.: F. No. 7/10/2021-PPD(1) Dated 23.02.2023 on "Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)".

"I have read the ITB Clause no. 1.1.3 and Point No.16 under Notes for bidders as given in CSIR-NML Tender Document No. _____ [***please indicate the tender document reference***]regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. ***[Where applicable, evidence of valid registration by the Competent Authority shall be attached]***"

Place:
Date:

Authorised Signatory.
Name:
Designation
Address
Mobile No.
e-mail ID
Company Seal.

Self Certification regarding restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) in case of Specified TOT(Transfer of Technology)

(to be furnished on Bidder's official letter head and signed by the authorised signatory of Bidder)

Reference: Ministry of Finance Order No.: F. No. 6/18/2019-PPD Dated 23rd July, 2020 and subsequent amendment vide Ministry of Finance Order No.: F. No. 7/10/2021-PPD (1) Dated 23.02.2023 on "Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)".

"I have read the ITB Clause no. 1.1.3 and Point No.16 under Notes for bidders as given in CSIR-NML Tender Document No. _____ [***please indicate the tender document reference***]regarding restrictions on procurement from a bidder having Transfer of Technology (TOT) arrangement. I certify that this bidder does not have any TOT arrangement requiring registration with the competent authority."

OR

"I have read the clause no. 1.1.3 and Point No.16 under Notes for bidders as given in CSIR-NML Tender Document No. _____ [***please indicate the tender document reference***]regarding restrictions on procurement from a bidder having Transfer of Technology (TOT) arrangement. I certify that this bidder has valid registration to participate in this procurement."

Place:
Date:

Authorised Signatory.
Name:
Designation
Address
Mobile No.
e-mail ID
Company Seal.

FORM - 15

COMPLIANCE STATEMENT FORM

Name of the Firm……..

S. No.	Name of specifications/ part Accessories of tender enquiry	Specifications of quoted Model/ Item	Compliance whether "YES" or "NO"	Deviation, if any, to be indicated in unambiguous terms	Whether the compliance/ deviation is clearly mentioned in technical/ literature **Page no. in OEM technical brochure**
1	2	3	4	5	6

Signature and Seal of the manufacturer/Bidder ……

Place :

Date :

FORM - 16

DECLARATION OF ELIGIBILITY

Name and address of **The Stores & Purchase Officer**
CSIR-National Metallurgical Laboratory,
Burmamines, Jamshedpur – 831 007

Name and address of Tenderer :

Whereas the Tenderer declares in accordance of Tender Prices, Instructions to Tenderers; Conditions of Tender; that all eligibility criteria set for documents forming the tender.

(I) None of the following applies to us, that:

a) We are bankrupt.

b) Payments to us have been suspended in accordance with the judgment of a court or a judgment declaring bankruptcy and resulting, in accordance with our national laws, in total or partial loss of the right to administer and dispose of our property.

c) Legal proceedings have been instituted against us involving an order suspending payments and which may result, in accordance with our national laws, in declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of our property.

d) We are guilty of serious misrepresentation with regard to information required for participation in an invitation to tender.

e) We are in breach of contract on another contract with the Employer and/or in any part of the country.

f) We (including all partners of a joint venture) have any connection with a firm or entity which has provided consulting services during the preparatory stages of the Works or of the project of which the Works form a part, or which has been hired(or is intended to be hired) as the Employer's Representative for the Contract.

Signature(s) for and on behalf of the Tenderer_____

Date:_____

FORM – 17

BANK DETAILS

TO BE SUBMITTED ON COMPANY'S LETTERHEAD

NEFT/RTGS/ECS DETAILS FOR CONTRACTORS

	Bank Account No.
	Beneficiary Name:
	Address:
	BANK & Branch Name:
	Address:
	MICR Code:
	Branch Code :
	IFSC Code:
	SWIFT CODE FOR FOREIGN PAYMENT:
	IBAN NUMBER FOR FORIGN PAYMENT:
	PAN No.
	GST No.
	CONTACT NO. & E MAIL ID:
	NAME OF THE CONTACT PERSON WITH DESIGNATION, ADDRESS & CONTACT NO. :

IF THE PARTY HAS AN ACCOUNT WITH ANY BRANCH OF SBI WITHIN JAMSHEDPUR THEN NO SERVICE CHARGE WILL BE REQUIRED. THE OTHERS HAVE TO PAY FOR RTGS TRANSFER. A DECLARATION TO THAT EFFECT IS REQUIRED.

LESS THAN Rs.1 lakh Rs.5/-

LESS THAN Rs.5 LAKH Rs.25/-

MORE THAN Rs.5 LAKH Rs.50/-

SIGNATURE (WITH OFFICE SEAL)

FORM – 18

CHECKLIST

	Tender Terms	Bidder's Response (Fill up with data)	Any Deviation from tender terms
Bidder Name, Address, Name of representative with contact no.	Required to provide		
Name of Manufacturer with address & contact no.	Required to provide		
Name of Supplier with address & contact no.	Required to provide		
Whether MSME, NSIC, Make in India Preference	Required to provide		
Class of local supplier and percentage of local content	Class-I / Class-II / Non Local Supplier with % of local content		
Quotation No. & date	Required to provide		
Model No. & Make	Required to provide		
HSN Code	Required to provide		
Bid Securing Declaration	Required to provide		
Bid validity	180 days		
Country of Shipment	Required to provide		
Country of Origin	Required to provide		
Shipment Term	Required to provide		
Shipment Mode	Required to provide		
Currency	Required to provide		
Payment Terms	Required to provide		
PBG	Required to provide		
Delivery time	Required to provide		
Pre Dispatch Inspection & Demonstration	Required to confirm, if mentioned in Tender Document		
Installation & Commissioning	Required to confirm, if mentioned in Tender Document		
Training	Required to confirm, if mentioned in Tender Document		
Acceptance Test	Required to confirm, if mentioned in Tender Document		
Warranty	Required to confirm, if mentioned in Tender Document		
Extended Warranty	Required to confirm, if mentioned in Tender Document		
AMC	Required to confirm, if mentioned in Tender Document		
LD Clause	Required to confirm, if mentioned in Tender Document		

Chapter 9

No.F.1/4/2021-PPD
Government of India
Ministry of Finance
Department of Expenditure
Public Procurement Division
*****

264-C, North Block, New Delhi.
18.05.2023.

OFFICE MEMORANDUM

Subject: Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

The undersigned is directed to refer two Preferential Procurement Orders mandated for the Public Procurement in India, namely:

i. Public Procurement Policy for Micro and Small Enterprises (MSEs) Order dated 23.03.2012 (PPP-MSE Order) issued by Ministry of Micro, Small and Medium Enterprises (MoMSME) in exercise of the powers conferred in Section 11 of the MSME Development Act, 2006. (Last revised on 09.11.2018)

ii. Public Procurement (Preference to Make in India) Order, 2017 (PPP-MII order), under Rule 153(iii) of the General Financial Rules (GFRs) 2017, approved by the Cabinet. Implementation of this PPP-MII order is monitored by Department for Promotion of Industry and Internal Trade (DPIIT). (Last revised on 16.09.2020.)

2. It has been brought to the notice of this Department that concurrent application of these two orders are creating confusion to the procuring entities and different procuring entities interpret them differently. In order to bring predictability both to the procuring entities as well as bidders, following guidelines are being issued.

Guidelines

3. The Class-I local suppliers, under PPP-MII Order, participating in any government tender, may or may not be MSEs, as defined under the MSME Act. Similarly, MSEs participating in any government tender, may or may not be Class-I local suppliers. Suppliers may be categorised in following four broad categories for consideration or applicability of purchase preference:

Category	Terminology
Supplier is both MSE & Class-I local supplier.	"MSE Class-I local supplier"
Supplier is MSE but not Class-I local supplier.	"MSE but non-Class-I local supplier"
Supplier is not MSE but is Class-I local supplier.	"Non-MSE but Class-I local supplier"
Supplier is neither MSE nor Class-I local.	"Non-MSE non-Class-I local supplier"

4. The applicability of PPP-MSE Order and PPP-MII Order in various scenarios, involving simultaneous purchase preference to MSEs and Class-I local suppliers under PPP-MSE Order and PPP-MII Order respectively, shall be as under:

a) *Items covered under Para 3(a) of PPP- MII Order, 2017 for which Nodal Ministry has notified sufficient local capacity and competition:* For these items, only Class-I local suppliers are eligible to bid irrespective of purchase value. Hence, Class-II local suppliers or Non-local suppliers, including MSEs which are Class-II local suppliers/ Non-local suppliers, are not eligible to bid. Possible scenarios can be as under:

   (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.

   (ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is given to MSEs as per PPP-MSE Order. Balance quantity is to be awarded to the L-1 bidder.

b) *Items reserved exclusively for procurement from MSEs as per PPP-MSE Order:* These items are reserved exclusively for purchase from MSEs. Hence, non-MSEs are not eligible to bid for these items. Possible scenarios can be as under:

   (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.

   (ii) L-1 is "MSE non-Class–I local supplier" - Purchase preference is to be given to Class-I local supplier as per PPP-MII Order. Balance quantity, is to be awarded to L-1 bidder.

c) *If items are neither notified for sufficient local capacity nor reserved for MSEs, then the process will be as follows:*

   c (a) Items covered under Para 3A(b) of PPP-MII Order are divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:

      (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.

      (ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is to be given to MSEs, if eligible, as per PPP-MSE Order. Balance quantity is to be awarded to L-1 bidder.

      (iii) L-1 is "MSE but non-Class-I local supplier" - Purchase preference is to be given to Class-I local suppliers, if eligible, as per PPP-MII Order. Balance quantity is to be awarded to L-1 bidder.

      (iv) L-1 is "Non-MSE non-Class-I local supplier" - Purchase preference is to be given to MSEs as per PPP-MSE Order. Thereafter, purchase preference is to be given to Class-I local suppliers for "50% of the tendered quantity minus quantity allotted to MSEs

above" as per PPP- MII Order. For the balance quantity, contract is to be awarded to L-1 bidder. *(Kindly refer to the illustrative example in the annexure).*

c (b) Items covered under Para 3A(c) of PPP-MII Order, 2017 are non-divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:

(i) L-1 is "MSE Class-I local supplier" - Contract is awarded to L-1.

(ii) L-1 is not "MSE Class-I local supplier" but the "MSE Class-I local supplier" falls within 15% margin of purchase preference - Purchase preference is to be given to lowest quoting "MSE Class-I local supplier". If lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher "MSE Class-I local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on.

(iii) If conditions mentioned in sub paras (i) and (ii) above are not met i.e. L-1 is neither "MSE Class-I local supplier" nor "MSE Class-I local supplier" is eligible to take benefit of purchase preference, the contract is to be awarded/ purchase preference to be given in different possible scenarios as under:

A. L1 is "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier" – Contract is be awarded to L1.

B. L1 is "Non-MSE non-Class-I local supplier" - First purchase preference to be given to MSE as per PPP-MSE Order. If MSE not eligible/ does not accept - purchase preference to be given to Class- I Local supplier as per PPP-MII Order. If Class-I Local supplier also not eligible/ does not accept – contract to be awarded to L-1.

d) *Items reserved for both MSEs and Class-I local suppliers*: These items are reserved exclusively for purchase from MSEs as well as Class-I local suppliers. Hence, only "MSE Class-I local supplier" are eligible to bid for these items. Non-MSEs/Class-II local suppliers/ Non-local suppliers cannot bid for these items. Hence the question of purchase preference does not arise.

e) Non-local suppliers, including MSEs falling in the category of Non-local suppliers, shall be eligible to bid only against Global Tender Enquiry.

18/5/2023

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To

1. Secretaries of all Central Government Ministries/ Departments.
2. Secretary Department of Public Enterprises with a request for issuing suitable instructions to all Central Public Sector Enterprises in this regard.

Annexure

Example explaining applicability in scenario explained in para 4 c (a)(iv)

(Scenario: Divisible items, both MSEs as well as Class-I local suppliers eligible for purchase preference and L-1 is "Non-MSE non-Class-I local supplier")

Item – Desktop computer

Qty – 50 Nos.

Details of bids received

Sr. No.	Name of bidder	Rates quoted	Price Ranking	Status of bidder
1.	A	100	L1	"Non-MSE non- Class-I local supplier"
2.	B	110	L2	"Non-MSE but Class-I local supplier"
3.	C	112	L3	"MSE but non- Class-I local supplier"
4.	D	115	L4	"Non-MSE but Class-I local supplier"
5.	E	118	L5	"MSE but non- Class-I local supplier"
6.	F	120	L6	"MSE Class-I local supplier"

1. In this case, first purchase preference is to be given to MSEs as per PPP-MSE Order for 25% of tendered quantity of 50 Nos. i.e. 12.5 Nos. (rounded off to the next whole number say 13 Nos). Accordingly, invite L3 (bidder C), whose quoted rates falls within 15% margin of purchase preference to match L1 price i.e. Rs. 100/- for quantity of 13 Nos. Bidder "E" and "F", although MSEs, will not get purchase preference since their quoted rates don't fall within 15% margin of purchase preference. Bidder C will be considered for order of 13 Nos. on confirmation of reduction of price.
2. For 50% of balance quantity of 37 number (tendered quantity of 50 – 13 awarded to bidder C; assuming bidder C has confirmed to accept L1 rates), purchase preference will be given to lowest Class-I local supplier as per PPP-MII Order. Accordingly, bidder B will be invited to match L-1 price for 50% of 37 Nos i.e. 18.5 (say 19 Nos of computers). If bidder "B" does not accept the L1 price i.e. price of Rs. 100/- per unit, next higher Class-I local supplier falling within 20% margin of purchase preference, i.e. bidder "D", may be invited to match L-1 price for 19 Nos. of computers and so on.
3. For remaining quantity i.e. 18 Nos (50-13-19), the contract will be awarded to lowest quoting bidder i.e. Bidder "A", who is L-1 in the example.

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