CSIR-NML
सीएसआईआर - राष्ट्रीय धातुकर्म प्रयोगशाला
(सीएसआईआर की एक संघटक प्रयोगशाला, विज्ञान एवं प्रौद्योगिकी मंत्रालय)
भारत सरकार, बर्मामाइंस, जमशेदपुर - 831007, झारखंड (भारत)
CSIR-National Metallurgical Laboratory
(A Constituent Laboratory of CSIR, Ministry of Science & Technology)
Govt. of India, Burmamines, Jamshedpur - 831 007, Jharkhand (India)

E-PROCUREMENT ON OPEN TENDER TO BE QUOTED IN INR ONLY
(RESERVED FOR LOCAL SUPPLIERS AS PER MAKE IN INDIA POLICY)

BID DOCUMENT

For Procurement of	**Name of the Item:** **"HIGH PRESSURE HYDROGEN GAS PERMEATION SET-UP ALONG WITH ELECTROCHEMICAL PACKAGE"**
Tender No. : NML/PUR/02/MTE/LKM/OTE/DB/26-27	**Dated: 27/10/2026**

Single Stage Double Envelope Bidding System

Open Tender Enquiry (OTE)

The Bids must be submitted in the GeM Portal only.
Manual/Offline bids shall not be accepted under any circumstances.

This tender is being floated as an Open Tender Enquiry (OTE). The tendering process is open to only local Suppliers (Class I /Class II) as defined by OM No. P-45021/2/2017-PP(BE-II)-Part(4)Vol.II, dated 19th July, 2024 issued by DPIIT, Govt. of India, a copy of which is available on their website www.dpiit.gov.in. Foreign Suppliers /Non-local Suppliers are not eligible to participate in the tender. Accordingly, provisions of this Tender Document related to supply of goods and services from outside India shall not be applicable in the tendering process.

1. **Only those documents / forms which are relevant to this tender and which have been called for should be submitted.**
2. **Kindly note we would prefer you to convey your acceptance of NIT terms and conditions in toto on your letterhead as a self declaration rather than submitting our NIT duly signed and stamped.**
3. **Submission of Technical Specification, Brochure, Technical Literature is mandatory.**

INVITATION FOR BIDS / NIT

01. Director, CSIR- National Metallurgical Laboratory, Jamshedpur, invites online bids from Original manufacturers, authorized Indian dealers or distributors who are either **Class I/ Class II** Local suppliers as per the OM No. P-45021/2/2017-PP (BE-II) dated 16 September 2020, OM No. P-45021/2/2017-PP (BE-II)-Part (4) Vol. II dated 19th July 2024 issued by DPIIT, Ministry of Commerce & Industry, GOI for the procurement of the items as indicated below. The offer/quotation must be strictly as per required specifications and the tender terms & conditions.

Sl. No.	Tender No.	Description of items	Quantity	Single/ Double bid	Bid Securing Declaration
01	**NML/PUR/02/ MTE/LKM/OTE /DB/26-27**	**"HIGH PRESSURE HYDROGEN GAS PERMEATION SET-UP ALONG WITH ELECTROCHEMIC AL PACKAGE"**	**01 (One) No.**	**Two Bid**	**Bid Securing Declaration** (All bidders must submit Bid Securing Declaration without any exemption, failing which their offers shall be summarily rejected).

INTEGRITY PACT (MANDATORY CLAUSE) :-

If not submitted by the Bidders along with the Technical Bid then offer will be rejected and submission of the same as shortfall documents will not be allowed after opening of Technical Bid.

1. Signing of Integrity Pact (IP) (Attached at ANNEXURE-X) by the participating firms with the Procuring Entity in the tendering process is the mandatory criteria.
2. Vendors will download the format of Integrity Pact (IP) as enclosed with the CSIR-NML's tender document (Attached at ANNEXURE-X) in the present case and all the pages of the IP 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 bidding commitments on behalf of his company.
3. Mismatch of signature between the bid (Technical Bid) and IP will not be accepted and bid/offer shall be rejected straightway.
4. Any bid not accompanied by I.P. duly signed by the bidder shall be considered to be non-responsive bid and shall be rejected straightway.
5. CSIR, New Delhi has nominated the following Independent External Monitors (IEM's):

i. Shri Jagadip Narayan Singh, IAS (Retd.),
C-54, Bharatendu Harishchandra Marg,
Anand Vihar, Delhi 110 092

ii. Shri Arun Kumar Gupta,
Ex-CMD, SCI,
68B, Nandanvan CHS Sector 17,
Nerul, Navi Mumbai 400 706

02. PRE-BID CONFERENCE: A Pre-Bid Conference (PBC) will be held with prospective bidders on **05.11.2026 at 04.30 PM**, 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 GeM Portal as well as Institute website.

03. ~~Earnest Money Deposit (EMD), if applicable, will be required to be paid offline by Demand Draft drawn in favour of the Director, CSIR-NML payable at Jamshedpur, Jharkhand, India.~~

~~Alternatively, EMD can also be furnished in the shape of Bank Guarantee issued by any Nationalized / Scheduled Bank of India. Original EMD to be sent to the Director (Attn.: Stores & Purchase Officer), CSIR-NML, Jamshedpur-831007 before the date and time mentioned in the Critical Date Sheet.~~

~~Whenever the bidder chooses to submit the Bid Security (EMD) 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.~~

~~Bids of those tenders whose EMD are not received within the deadline will be summarily rejected. Any postal delay in this respect will not be entertained.~~

~~OR~~

A bid securing declaration is to be submitted as per the provided format on your letter head as per Annexure IV by the bidder. Bids of those tenders whose bid securing declaration are not received with the bids will be summarily rejected.

Hard copy of Bid Securing Declaration Form must be submitted to CSIR-NML Jamshedpur, Jamshedpur before opening of Technical Bid.

BID SECURING DECLARATION (FORMAT AS PER ANNEXURE-IV 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 DUE DATE AND TIME OF OPENING OF TECHNICAL 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 GeM 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

04. In the event of the dates specified for bid opening being declared as closed holiday for Purchaser's Office, the due date for submission of bids and opening of bids will be the following working day at the appointed time.

05. The bidder must comply with Order Nos. P-45021/2/2017-PP (BE-II) (E-43780) dated 24.08.2020, 28.08.2020 and 31.08.2020 and also Make in India Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020,OM 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 and Industry, Government of India and any amendments thereon. **THE ONUS FOR ENSURING COMPLIANCE TO THE PROVISIONS OF THESE POLICY NOTIFICATIONS KEEPING IN VIEW THE REQUIREMENTS UNDER THIS TENDER DOCUMENT ENTIRELY RESTS WITH THE BIDDER.**

a) As per Govt. of India procurement policies the eligibility of the suppliers for this tender is restricted to Class I and Class II local suppliers as per 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 as per the definition below*

b) As per Govt. of India, the procuring entity intends to give purchase preferences to products /goods manufactured by Micro & Small Enterprises as per rules in force.

"**Class-I local supplier**" means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' in DPIIT OM 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, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' in DPIIT OM 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 that prescribed for 'Class-II local supplier' in DPIIT OM 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 item 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.

"**Nodal Ministry**" means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

The above bidders are required to indicate percentage of local content and provide self-certification that the items offered meets the local content requirement for Class-I/Class-II as the case may be. Further the bidders shall also give then details of the location at which the local value addition is made.

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.

False declaration will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General financial Rules 2017 for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

A supplier who has been debarred by any procuring entity for violation of above cited order shall not be eligible for preference under above Order for procurement by any other procuring entity for the duration of the debarment.

"Class-II local supplier" will NOT get purchase preference in any procurement.

Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ Non-local suppliers' for different types of procurement

a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

b) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered

by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure. **Non-Local supplier are not eligible for participation in this case.**

c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

06. Bidder's from a country which shares a land border with India will not be eligible to participate in this tender, unless the bidder is registered with Department for Promotion of Industry and Internal Trade (DPIIT) under Order (Public procurement No. 1) issued by Ministry of Finance, Department of Expenditure in line with OM No. F.No.6/18/2019-PPD dt 23rd July, 2020 inserting Rule 144 (xi) in GFR 2017.

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

Stores & Purchase Officer
For and on behalf of CSIR-NML, JAMSHEDPUR

NOTE TO BIDDERS, INSTRUCTION TO BIDDERS, GENERAL CONDITIONS OF CONTRACT, SPECIAL CONDITIONS OF CONTRACT, CONTRACT FORM AND OTHER FORMS

NOTE TO BIDDERS

1. Bids/Tenders are invited only from Class I/Class II local suppliers. 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, OM No.P-45021/2/2017-PP (BE-II)-Part (4) Vol. II dated 19th July 2024 shall be applicable in Tendering Process.

2. **Offers should on INR basis only**. Provisions of supplies from outside India will not be acceptable in the tendering process.

3. Bidder's from a country which shares a land border with India will not be eligible to participate in this tender, unless the bidder is registered with Department for Promotion of Industry and Internal Trade (DPIIT) under Order (Public procurement No. 1) issued by Ministry of Finance, Department of Expenditure in line with OM No. F.No.6/18/2019-PPD dt 23rd July, 2020 inserting Rule 144 (xi) in GFR 2017.

4. Bidder seeking preference under any policy scheme of the Govt. of India viz. Public Procurement policies for MSEs, Make in India etc. must enclose all relevant documents and certificates at the time of submission of bids. If the bidder fails to declare its status and/or fails to claim the policy benefit/preference/exemption etc. and/or fail to submit necessary documents/certificates in support of its claim at the time of bidding itself, its claim shall not be entertained at a later stage in the bidding process and no opportunity shall be provided to it to submit any document/certificate in support of its claim as it vitiates the tendering process.

5. Bidders must ensure that all documents pertaining to fulfillment of qualification requirement/ minimum eligibility criteria are furnished with their bid. Bidder who do not submit such documents shall be rejected.

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

7. For ease of registration of Micro and Small Enterprises (MSEs), Ministry of MSME has started Udyog Aadhar Memorandum which is an online registration system (free of cost) w.e.f. 18th September, 2015 and all Micro & Small Enterprises (MSEs) who are having Udyog Aadhar Memorandum should also be provided all the benefits available for MSEs under the Public Procurement Policy for Micro and Small Enterprises (MSEs), Order 2012.

8. The MSE registration certificate as furnished by the Bidder should be dated prior to the date of publication of tender on the GeM portal. In case the registration certificate is dated after the publication of the tender on GeM 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. The Start-up companies, recognized by DPIIT are exempted from payment of EMDs. However, A bid securing declaration is to be submitted as per the provided format on your letter head as per Annexure IV by the bidder.

14. **Relaxation of prior turnover and prior experience is applicable only to all <u>startups</u> recognized by Department for Promotion of Industry & Internal Trade (DPIIT) subject to meeting of quality and technical specifications. Startups may be MSEs or otherwise.**
Relaxation of prior turnover and prior experience is applicable only to all <u>MSEs</u> recognized by Department for Promotion of Industry & Internal Trade (DPIIT) subject to meeting of quality and technical specifications.

15. One distributor/dealer can participate in a tender on behalf of one manufacturer. The offer(s) will not be entertained if the same distributor/dealer is representing more than one manufacturer. Similarly, an authorized distributor/dealer and the manufacturer should not quote simultaneously.

CHAPTER - 1
INSTRUCTIONS TO BIDDERS
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A Introduction

1.1. Eligible Bidders

1.1.1 This invitation to bids is open to all the suppliers subject to Para 6 of the invitation of bids/NIT.

1.1.2 Requirement of Registration Order No. F.NO.6/18/2019-PPD, dated 23/07/2020 of Department of Expenditure, Ministry of Finance, Govt. of India.

I. Any bidder or the items offered for an OEM (Original Equipment Manufacturer) pertaining to 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.

Copy of the registration is to be submitted along with bid Or technical bid in case of Two –Bid format online failing which their bid will not be accepted.

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 failing in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

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

a) An entity incorporated, established or registered in such a country; or

b) A subsidiary of an entity incorporated, established or registered in such a country; or

c) An entity substantially controlled through entities incorporated, established or registered in such a country; or

d) An entity whose beneficial owner is situated in such a country; or

e) An Indian (or other) agent of such an entity; or

f) A natural person who is a citizen of such a country; or

g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

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

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

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 shareholders agreements or voting agreements;

2) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3) In case of unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

third person.

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

A certificate would have to be submitted by the bidders regarding their compliance with this order. If such certificates given by the bidder is found to be false, this would be a ground for immediate rejection and further legal action may be taken.

A certificate would be submitted by the bidders regarding their compliance with this order. If such certificate given by a bidder is found to be false, this would be a ground for further legal action in accordance with law.

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

(a) In case of proprietary MSE, proprietor(s) shall be SC/ST.

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

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

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

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

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

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

1.1.8 **:- Manufacturer's Authorization:-**

(i)Either the authorized dealers/distributors on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.

(a) Manufacture's authorization must be submitted by the authorized distributor / dealer / Indian Agent. If it is not submitted along with offer then the offer will be rejected as non-responsive. Manufacturer's authorization must be issued by the manufacturer in their letterhead failing which offer/bid will not be accepted. Manufacturer's authorization issued / declared by dealer / distributor / Indian Agent will not be accepted.

(b) Manufacture's authorization must be provided in the format as mentioned in the NML's Tender Enquiry.

(c) MSME Manufacturers will submit their quote directly. If quote is submitted by their authorized dealer then MSME manufacturer's registration documentary evidence will be required for availing price preferences etc.

(d) If quoting firm is MSME registered firm but not the manufacturer of the offered equipment then offered requirement must be under the scope of manufacturing of MSME manufacturer for price preferences. If MSME registered firm submits the quotation on behalf of non-MSME manufacturer then price-preferences will not be considered for commercial evaluation and any benefits pertaining to exemption from submission of EMD etc.

(e) EMD exemption to MSE(NSIC) registered firm will be accepted as per guidelines of Govt. of India. Bid Securing Declaration will be applicable to all bidders, if any, failing which offer / bid will be rejected.

(ii) **OEM / Authorized Dealer / Agents of Supplier :** Except in case of Commercially-Off-the-Shelf (COTS) items, when a firm sends quotation for an item manufactured by some different company, the firm is also required to attach, in its quotation, the manufacturer's authorization certificate and also manufacturer's confirmation of extending the required warranty for that product. This is necessary to ensure quotation from a responsible party offering genuine product, also backed by a warranty obligation from the concerned manufacturer.

(iii) In case of large contracts (two bid system), especially capital equipment, the manufacturer's authorization must be insisted upon on a tender specific basis, not general authorization / dealership, by so declaring in the bid documents clearly.
(iv) In cases where the manufacturer has submitted the bid. The bids of its authorized dealer will not be considered.

1.1.9 Conflict of Interest among Bidders / Agents :

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to disqualification. 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 participates 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 case 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. 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 of behalf of only one principal.

Non-Local supplier are not eligible for participation in this case.

g)A Bidder or any of its affiliates participated as a consultant in 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 independently manufacturing units, or more than one unit having common business ownership / management, only one unit should quote. Similar restriction would apply to closely related sister companies. Bidders must proactively declare such sister / common business / management units in same / similar line of business.

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

1.1.11 If before/after the placement of the Purchase Order it is found/noticed that the supplier has been black-listed/debarred by any firm then such supplier will be dropped from the tendering process as technically not suitable to quote or order will be cancelled. Thus, black-listed/debarred firms are requested not to participate in our tendering process.

The bidders who have been temporarily suspended/kept in holiday listing 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.

1.1.12 CSIR-NML reserves the right to ask the vendors/prospective 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 will be asked for submission after opening of bids and offer will be rejected.

1.2 Cost of Bidding

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

1.3 Code of Integrity

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

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

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

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

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

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

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

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

1.3.3 **Obligations for Proactive disclosures**

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

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

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

1.3.4 **Punitive Provisions**

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

i) **If his bids are under consideration in any procurement:**

a)Forfeiture or encashment of bid security;

b) Calling off of any pre-contract negotiations; and
c) Rejection and exclusion of the bidder from the procurement process.

ii) **If a contract has already been awarded**

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

iii) **Provisions in addition to above:**

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

B. The Bidding Documents

1.4 Cost of Tender Documents

1.4.1 The bidding documents can be downloaded from the Purchaser's website (www.nml.res.in) as indicated in the Invitation for Bids / NIT free of cost as also from GeM Portal.

1.5 Content of Tender Documents

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

Chapter 1:	Instructions to Bidder (ITB)
Chapter 2:	General Conditions of Contract (GCC) and Special Condition of Contract (SCC)
Chapter 3:	Schedule of Requirements
Chapter 4:	Specifications and Allied Technical Details
Chapter 5:	Price Schedule Forms
Chapter 6:	Qualification requirements
Chapter 7:	Contract Form
Chapter 8:	Other Standard Forms comprising:
	(1) Bidder Information Form
	(2) Manufacturer's Authorization Form (Specific to this tender);
	(3) Bid Security Form
	(4) Bid Securing declaration
	(5) Performance Statement form
	(6) Deviation Statement Form;
	(7) Service Support details;
	(8) Bid form
	(9) Performance Security Form;
	(10) Acceptance Certificate Form
	(11) Integrity pact
	(12) Format for declaration by the bidder for code of integrity and Conflict of interest. **Note: Bidders not submitting the above certificate will be considered as non-responsive and liable to be summarily rejected**
	(13) Financial Statement of the Tenderer
	(14) Organization Chart with Technical Qualification /Power of Attorney.

	(15) Price Schedule Form in Foreign Currency
	(16) Price Schedule Form in Indian Currency
	(17) Format for Affidavit of Self Certification regarding Class of Local Supplier, Local Content and Domestic value addition for the quoted item
	(18) Declaration of Eligibility Bidders.
	(19) Checklist
	(20) Compliance Statement Form
	(21) Purchase Order copies of identical or similar type of equipment during the last 3 years along with details of such supplies and prices eventually or finally paid.
	(22) Form Of No Claim Certificate (To be submitted in case of selected party)
	(23) **Self Certification regarding land border sharing with India.** **Note: Bidders not submitting the above certificate will be considered as non-responsive and liable to be summarily rejected**

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

1.6 Clarification of tender documents

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

The queries, clarifications and amendments issued would also be hosted on the website of the Purchaser and as Corrigendum on GeM Portal for the benefit of the other prospective bidders.

1.7 Amendment of Tender Documents

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

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

C. PREPARATION OF BIDS

1.8. Language of Bid

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

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

1.9 Purchase Preference Policies

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

1.9.2 For the above purpose, local supplier means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed in DIPP Order No. P-45021/2/2017-PP (BE-II)-Part (4) Vol. II dated 19th July 2024 or by the competent Ministries/Departments in pursuance of this order and local content means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

"Class-II local supplier" will NOT get purchase preference in any procurement.

1.10.1 **Documents comprising the bid**

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

A. Techno-Commercial bid (COVER-1)

Sl. No.	Name of Document
(a)	Bidder Information Form
(b)	The technical specification including the Catalog/Brochure of model quoted
(c)	Declaration abiding by the Code of Integrity and no conflict of interest for public procurement;
(d)	Bid Securing Declaration
(e)	Service support details form
(f)	Deviation Statement Form
(g)	Performance Statement Form;
(h)	Manufacturer's Authorization Form (specific to this tender)
(i)	Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted
(j)	Integrity Pact **(MANDATORY)** **Note: Bidders not submitting the above certificate will be considered as non-responsive and liable to be summarily rejected.**
(k)	Documents establishing goods eligibility and conformity to bidding documents; indicating the Indian Customs Tariff Number (ICT & HSN No.), **approx. gross and net weight, volume of goods.**
(l)	Schedule of requirements.

(m)	Format for Affidavit of Self Certification regarding Class of Local Supplier, Local Content and Domestic value addition for the quoted item
(n)	Documentary evidence about the status of the bidder i.e. whether MSE or not, owned by SC/ST or not and whether the MSE is owned by a women entrepreneur or not.
(o)	Purchase Order copies of identical or similar type of equipment during the last 3 years alongwith details of such supplies and prices eventually or finally paid.
(p)	Declaration of Eligibility Bidders
(q)	Checklist
(r)	Compliance Statement Form
(s)	Self-Certification regarding land border sharing with India. **Note: Bidders not submitting the above certificate will be considered as non-responsive and liable to be summarily rejected**
(t)	Declaration of acceptance of all technical terms and condition of the tender document. **(MANDATORY)**
(u)	PAN and GST details to be attached / indicated with documentary evidence.

B Price bid (COVER-2)

Sl. No.	Name of Document
(a)	Bid form
(b)	Applicable Price Schedule Form
(c)	Price Bid on company letterhead mentioning equipment name, technical specifications of goods, terms & conditions, breakup of costs etc. and declaration of acceptance of all terms & conditions of the tender.

1.11. Bid form and price schedule

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

1.12. Bid Prices

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

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

(a) For Goods manufactured within India

I. The price of the goods quoted Ex-works including taxes already paid.

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

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

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

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

~~(i) The price of the goods, quoted on FCA (named place of delivery abroad) or FOB (named port of shipment), as specified in the price schedule form.~~

~~(ii) The charges for insurance and transportation of the goods to the port / place of destination both by Air/Sea.~~

~~(iii) The agency commission charges, if any.~~

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

1.12.3

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

1.12.4

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

Charges for packing, forwarding, freight, insurance, taxes etc. must be mentioned in their bid. In case of Nil, zero amount may be mentioned.

1.12.5

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

1.12.6

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

1.12.7

No Concessional GST form will be provided by CSIR-NML, Jamshedpur. Vendor may provide applicable GST Rates.

CSIR-NML GST No.: 20AAATC2716R2ZS

1.12.8

CSIR-NML is not empowered to issue any Sales Tax Concessional Certificates [FORM C / FORM D]; thus Bidders shall ensure that the normal rate of Sales Tax is quoted wherever applicable.

1.12.9

CSIR-NML shall not issue any exemption certificates (CDEC etc.) for materials / commodities that go into production of the quoted item / equipment.

1.12.10

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

1.12.11

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

Note:

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

b) 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.

c) Also, the bidders offering imported products will fall under the category of Nonlocal 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.

1.13. Bid Currencies

1.13.1

Prices shall be quoted in Indian Rupees (INR) only. Quotes in other currencies shall be rejected.

1.14. Documents Establishing Bidder's Eligibility and qualifications

1.14.1

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

1.14.2

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

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

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

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

1.14.3

Conditional tenders shall not be accepted.

1.15 Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

1.15.1

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

1.15.2

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

(a) A detailed description of the essential technical and performance characteristics of the goods;

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

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

1.15.3

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

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

1.16. Bid Security

1.16.1 A bid securing declaration is to be submitted on your letterhead as per Annexure IV by the bidder.

Bids of those tenders whose bid securing declaration are not received with the bids will be summarily rejected. Hard copy of Bid Securing Declaration Form must be submitted to CSIR-National Metallurgical Laboratory, Jamshedpur before opening of Technical Bid.

~~**OR**~~

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

~~The copy of Bid Security (EMD) details should be available at the time of tender opening.~~

1.16.2

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

1.16.3

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

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

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

(c) Bid Securing Declaration

~~1.16.4~~

~~The bid security shall be payable promptly upon written demand by the purchaser in case the conditions listed in the ITB clause 1.16.10 are invoked.~~

~~1.16.5~~

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

~~1.16.6~~

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

~~1.16.7~~

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

1.16.8

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

a) District Industries Centre

b) Khadi and Village Industries Commission

c) Khadi and Village Industries Board

d) Coir Board

e) National Small Industries Corporation

f) Directorate of Handicraft and handloom and

g) Any other body specified by the Ministry of MSME

1.16.9

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

1.16.10

The bid security may be forfeited:

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

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

1.16.11

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

1.17. Period of Validity of Bids

1.17.1

Bids shall remain valid for minimum of **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.

1.17.2

In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (by post, fax or e-mail). The bid security provided shall also be suitably extended failing which the bid would be summarily ignored.

A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

1.17.3

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

1.18. Format and Signing of Bid

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

1.18.2 In case the bids are invited on two-bid system, the Bidder shall upload 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, price schedules and the BOQ.

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

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

D. Submission and sealing of Bids

1.19. Submission, Sealing and Marking of Bids

1.19.1 The bidder should upload their bid on GeM Portal before the due date & time. The bidder is required to go through the upload process well in advance so as to avoid last minute problem (Bids received by email would not be considered for evaluation).

1.20. Deadline for Submission of Bids

1.20.1

Bids must be uploaded on GeM Portal against the relevant GeM Bid ID before the due date & time of submission.

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

Bidders must note that GeM Portal shall not permit uploading of bids after the scheduled time of submission / uploading.

1.22. Withdrawal, substitution and Modification of Bids.

1.22.1

It would be governed by the standard operating procedure of GeM Portal.

E. Opening and Evaluation of Bids

1.23 Opening of Bids by the Purchaser

1.23.1

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.

1.24. Confidentiality

1.24.1

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

1.24.2

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

1.25. Clarification of Bids

1.25.1

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

1.26. Preliminary Examination

1.26.1

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

1.26.2

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/ Bid Securing Declaration/ EMD exemption documents has not been furnished.

ii. Original 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 Price Bid] 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:

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

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

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

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

a) Determination of the need for procurement;

b) Selection of the mode of procurement or bidding system;

c) Choice of selection procedure;

d) Provisions limiting participation of bidders in the procurement process;

e) The decision to enter into negotiations with the L1 bidder;

f) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;

g) Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/contractor; and

h) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

1.27.2

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

1.28 Responsiveness of Bids

1.28.1

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

(a) Affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or

(b) Limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or

(c) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

1.28.2

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

1.28.3

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

1.28.4

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

1.29 Non-Conformity, Error and Omission

1.29.1

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

1.29.2

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

1.29.3

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

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

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

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

1.29.4

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

1.30 Examination of Terms & Conditions, Technical Evaluation

1.30.1

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

1.30.2

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

1.30.3

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

1.31 Conversion to Single Currency

1.31.1

~~To facilitate evaluation and comparison, the Purchaser will convert all quoted prices expressed in various currencies to Indian Rupees at the selling exchange rate established by any bank in India as notified in the Newspapers on the date of bid opening (techno-commercial bid in the case of two-part bidding) For this purpose, exchange rate notified in www.xe.com or www.rbi.org or any other website could also be used by the purchaser.~~

1.32 Evaluation and comparison of bids

1.32.1

The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive. **Bids in INR only will be considered for evaluation.**

1.32.2

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

1.32.3

Purchase preference shall be given to all local Suppliers in all procurements undertaken by the Purchaser in the manner prescribed 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.

For all procurements above 5 lakhs undertaken by the purchaser, purchase preference shall be given to Class I local suppliers in the following manner:

In the procurements of goods or works which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as per following procedure:

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

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

In the procurements of goods or works which not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as per following procedure:

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

ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

"Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

1.32.4

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

1.32.5

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

1.32.6

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

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

For goods manufactured in India

(i) The price of the goods quoted ex-works including all taxes already paid.	
(ii) GST and other taxes, if any which will be payable on the goods if the contract is awarded.	
(iii) Charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination.	
(iv) Charges for Warranty.	
(v) Installation, Commissioning and Training charges	
(vi) The cost towards the spares, extended warranty, AMC/CMC, if any.	

IN CASE OF DOMESTIC BIDDING, PROSPECTIVE BIDDERS SHALL NOT BE ALLOWED TO OFFER PRICES FOR SUPPLY OF GOODS FROM OUTSIDE INDIA IN FOREIGN CURRENCY.

~~**For goods manufactured abroad**~~

~~(i) The price of the goods, quoted on FCA (named place of delivery abroad) or FOB (named port of shipment), as specified in the Price Schedule Form.~~	
~~(ii) The charges for insurance and transportation of the goods to the port/placeof destination.~~	
~~(iii) The agency commission etc., if any.~~	
~~(iv) Charges for Warranty.~~	
~~(v) Installation, Commissioning and Training~~	
~~(vi) The cost towards the spares, extended warranty, AMC/CMC, if any.~~	

1.32.8

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

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

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

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

Charges for packing, forwarding, freight, insurance, taxes etc. must be mentioned in their bid. In case of Nil, zero amount may be mentioned.

1.32.9

~~Orders for imported stores need not necessarily be on FOB/FCA basis rather it an be on the basis of any of the incoterm specified in ICC Incoterms 2020 as may be amended from time to time by the ICC or any other designated authority and favourable to the purchaser.~~

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

1.32.11

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

1.32.12

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

1.32.13

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

1.33 Contacting the Purchaser

1.33.1

Subject to ITB Clause 1.24.2, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

1.33.2

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

1.34 Post qualification

1.34.1

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

1.34.2

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

1.34.3

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

F. AWARD OF CONTRACT

1.35 Negotiations

1.35.1

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

1.36 Award Criteria

1.36.1

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

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

1.37.1

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

1.38 Option Clause

1.38.1

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

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

1.39.1

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

1.40 Notification of Award

1.40.1

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

1.40.2

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

1.40.3

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

1.41 Signing of Contract

1.41.1

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

1.41.2

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

1.42 Order Acceptance

1.42.1

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

1.42.2

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

1.43 Performance Security

1.43.1

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

1.43.2

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

1.43.3

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

1.43.4

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

1.43.5

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

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

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

1.43.6

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

1.43.7

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

1.43.8

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

1.43.9

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

1.44. Pre-bid Conference (PBC)

1.44.1

A Pre-bid Conference shall be held as indicated in invitation to bid, if any. All prospective bidders are requested to kindly attend the Pre-bid Conference. In order to facilitate the purchaser the proper conduct of the Pre-bid Conference, all prospective bidders are requested to kindly submit their queries (with envelope bearing Tender No. and Date on top and marked "Queries for Pre-bid Conference") so as to reach the purchaser as indicated in invitation to bid. The purchaser shall answer the queries during the pre-bid conference, which would become a part of the proceedings of the Pre-bid Conference. The proceeding of the Pre Bid Conference would be hosted on the website of the purchaser and GeM Portal. Before formulating and submitting their bids, all prospective bidders are advised to surf through the purchaser's website after the Pre-bid Conference, in order to enable them take cognizance of the revised tender conditions.

1.45 Integrity Pact

1.45.1

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

1.45.2

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

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

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

iii) Promise on the part of bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts; etc.

iv) Undertaking (as part of Fall Clause) by the bidders that they have not and will not sell the same material/equipment at prices lower than the bid price;

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

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

vi) Bidders to disclose any past transgressions committed over the specified period with any other company in India or Abroad that may impinge on the anti-corruption principle;

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

1.45.3

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

1.45.4

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

1.45.5

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

1.45.6

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

1.45.7

The model format of IP is at Chapter-8.

CHAPTER 2

CONDITIONS OF CONTRACT

A GENERAL CONDITIONS OF CONTRACT (GCC)

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GENERAL CONDITIONS OF CONTRACT (GCC)

2.1 Definitions

2.1.1

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

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

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

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

(d) "Day" means calendar day.

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

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

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

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

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

(j) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.(k) Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

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

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

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

2.2 Contract Documents

2.2.1

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

2.3 Code of Integrity

2.3.1

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

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

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

2.4 Joint Venture, Consortium or Association

2.4.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the 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 <u>Performance Security</u>

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

2.13.2

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

2.13.3

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

2.13.4

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

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

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

Or

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

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, currently it is Incoterms 2020.~~

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

The charges for insurance up to CSIR-NML premises have to be borne by the supplier. ~~Should the purchaser elect to buy on CIF/CIP basis~~, the Goods supplied under the Contract shall be fully insured against any loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in SCC.

2.17.2

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

2.17.3

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

2.17.4

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

2.18 Transportation

2.18.1

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

~~point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.~~

2.18.2

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

2.18.3

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

2.19 Incidental Services

2.19.1

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

2.20 Spare Parts

2.20.1

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

(a) Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and

(b) In the event of termination of production of the spare parts:
(i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
(ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

2.21 Warranty

2.21.1

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

2.21.2

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

2.21.3

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

2.21.4

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

2.21.5

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

2.21.6

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

2.21.7

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

2.22 Terms of Payment

2.22.1

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

2.22.2

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

2.22.3

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

2.22.4

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

2.23 Change Orders and Contract Amendments

2.23.1

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

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

2.23.2

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

2.23.3

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

2.24 Assignment

2.24.1

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

2.25 Subcontracts

2.25.1

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

2.26 Extension of time.

2.26.1

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

2.26.2

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

2.26.3

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

2.27 Liquidated Damages

2.27.1

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

2.28 Termination for Default

2.28.1

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

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

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

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

2.28.2

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

(a) The Performance Security is to be forfeited;

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

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

2.29 Force Majeure

2.29.1

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

2.29.2

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

2.29.3

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

2.29.4

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

2.30 Termination for Insolvency

2.30.1

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without

compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

2.31 Termination for Convenience

2.31.1

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

2.31.2

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

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

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

2.32 Settlement of Disputes

2.32.1

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

2.32.2

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

2.32.3

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

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

"ARBIRATION"

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.

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

2.32.4

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

2.32.5

Notwithstanding, any reference to arbitration herein,

(a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

2.33 Governing Language

2.33.1

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

2.34 Applicable Law

2.34.1

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

2.35 Notices

2.35.1

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

2.35.2

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

2.36 Taxes and Duties

2.36.1

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

2.36.2

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

2.36.3

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

2.36.4

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

2.36.5

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

2.37 Right to use Defective Goods

2.37.1

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

2.38 Protection against Damage

2.38.1

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

(a) Voltage 230 volts – Single phase/ 415 V 3 phase (+_ 10%)

(b) Frequency 50 Hz.

2.39 Site preparation and installation

2.39.1

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

2.40 Import and Export Licenses

2.40.1

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

2.40.2

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

2.41 Risk Purchase Clause

2.41.1

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

2.42 Option Clause

2.42.1

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

2.43 Integrity Pact

2.43.1

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

2.43.2

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

2.44 Order Acceptance

2.44.1

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

B SPECIAL CONDITIONS OF CONTRACT

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Special conditions of contract (SCC)

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

S.N.	GCC Clause Ref	Condition
1	GCC 2.1.1(l)	The Purchaser is: **Director, CSIR-National Metallurgical Laboratory, Jamshedpur - 831 007**
2	GCC 2.1.1(m)	The Final Destination is: **CSIR-National Metallurgical Laboratory,** **Jamshedpur - 831 007**
3	GCC 2.13.1	**The amount of the Performance Security shall be 3% of the contract value covering the warranty period of 03 (Three) years from the date of acceptance + 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, HSN Code, Gross & Net Weight, Volume of goods etc. (b) Outside each package, the contract No., the name and address of the purchaser and the final destination should be indicated on all sides and top. (c) Each package should be marked as 1/x, 2/x, 3/x……x/x, where "x" is the total No. of packages contained in the consignment. (d) All the sides and top of each package should carry an Appropriate indication/ label/ stickers indicating the precautions to be taken while handling/storage.
5	GCC 2.16.1	Details of Shipping and other Documents to be furnished by the Supplier are : <u>For goods manufactured within India</u> Within 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, HSN Code, Gross & Net Weight, Volume of goods; (b) Packing list; (c) Certificate of country of origin; (d) Insurance certificate, if required under the contract; (e) Railway receipt/Consignment note; (f) Manufacturer's guarantee certificate and in-house inspection certificate; (g) Inspection certificate issued by purchaser's inspector, if any; and (h) Any other document(s) as and when required in terms of the contract.

		Note: 01. **The nomenclature used for the item description in the invoices(s), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s).** 02. **The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.** <u>For goods manufactured abroad</u> Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by Registered Post/courier and copies thereof by FAX/Email. (a) Two copies of supplier's Invoice giving full details of the goods including quantity, value, etc.; (b) Packing list; (c) Certificate of country of origin issued by supplier; (d) Manufacturer's guarantee and Inspection certificate; (e) Inspection certificate issued by the Purchaser's Inspector, if any. (f) Insurance Certificate, if required under the contract; (g) Name of the Vessel/Carrier; (h) Bill of Lading/Airway Bill; (l) Any other document(s) as and when required in terms of the contract. Note: 01. **The nomenclature used for the item description in the Invoices (s), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s).** 02. **The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.**
6	GCC 2.16.3	In case of supplies from within India, the mode of transportation shall be by ***Road***. ~~In case of supplies from abroad, the mode of transportation shall be by ***Air.***~~
7	GCC 2.17.1	The Insurance shall be for an amount equal to 110% of the CIF or CIP value of the contract from within "warehouse to warehouse (final destination)" on "all risk basis" including strikes, riots and civil commotion and unloading at final destination site (CSIR-NML).
8	GCC 2.21.3	**03 year(s) On-site Comprehensive Warranty** for whole system from the date of acceptance as Certified by NML's user Scientist to be provided by supplier. All items/components should be covered under warranty, without any exclusion. Consecutive **05-years Non-Comprehensive AMC (01 Calibration + 02 preventive + 02 breakdown visit annually)** for equipment to be started immediately after expiry of warranty period of 03 years. The services towards 02 nos. of Preventive Maintenance will be carried out in equal spaced interval during each AMC Year and 02 no. of Breakdown Maintenance visit

		will be carried out as and when required during each AMC Year without any extra cost. In the event of any breakdown, the Supplier shall attend to the complaint and depute its service personnel within five (05) working days from the date of notification by the Purchaser. **AMC CHARGES TO BE QUOTED YEAR WISE (BASIC COST + APPLICABLE GST) TO RELEASE THE RELATED PAYMENT EVERY YEAR AFTER SUCCESSFUL SERVICING AND CERTIFICATION BY THE USER SCIENTIST.** **AMC CHARGES FOR 05 YEAR(S) SHALL BE CONSIDERED IN PRICE EVALUATION.**
9	GCC2.22.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:
10	GCC 2.22.1	**Payment for 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 :- Seventy percent (70%)** of the Contract Value of all the ordered goods shall be paid through RTGS upon delivery of all the ordered goods at CSIR NML and completion of inspection of goods by the consignee at destination. **b) On Acceptance: Thirty percent (30%)** 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 fulfillment of all contractual obligations subject to the submission of Performance Security. **Bidders must quote breakup of all the charges in their Price Bid viz. Basic cost of equipment, Installation & Commissioning Charges, other Incidental Charges, GST and other related charges.** 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) Year(s) on-site comprehensive Warranty** from the date of installation, commissioning and acceptance. **Note:** **No Concessional GST form will be provided by CSIR-NML, Jamshedpur. Vendor may provide applicable GST Rates.** **All payments due under the Contract shall be paid after deduction of statutory levies at source (like GST-TDS, Income Tax, etc.), wherever applicable.** **Payments will be made through e-payment mode, i.e. RTGS. Bills for partial supply (if any) should not be raised. Bills can only be raised after completion of the entire supply.**
11	GCC 2.27.1	The penalty shall be 0.5% per week or part of a week towards late delivery.
12	GCC 2.27.1	The maximum amount of penalty shall be 10%
13	GCC 2.34.1	**The place of jurisdiction is Jamshedpur, Jharkhand, India.**

14	GCC 2.35.1	For notices, the Purchaser's address is The Director Attention: Stores & Purchase Officer Location: **CSIR- National Metallurgical Laboratory, Burmamines, Jamshedpur, 831 007** Electronic mail address *:* **spo.nml@csir.res.in**
15	GCC 2.43.1	The integrity pact is to be signed.
16	GCC 2.43.2	*The name and contact details of the IEMs are as under:* ***1. Shri Jagadip Narayan Singh, IAS (Retd.),*** ***C-54, Bharatendu Harishchandra Marg,*** ***Anand Vihar, Delhi 110 092*** ***2. Shri Arun Kumar Gupta,*** ***Ex-CMD, SCI,*** ***68B, Nandanvan CHS Sector 17,*** ***Nerul, Navi Mumbai 400 706***
17	GCC 1.32.3	*Purchase Preference Make in India* – ***Applicable***
18	GCC 1.32.3	*Purchase Preference MSE* –***Applicable***

Stores & Purchase Officer
For and on behalf of CSIR-NML, Jamshedpur

CHAPTER 3

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

SCHEDULE OF REQUIREMENT

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

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

~~(retain only one)~~

Period of delivery shall count from: _____ ~~Country of Shipment: _____~~

(to be filled by the bidder) Country of Origin: _____

Scope of Supply: _____ Approx. Gross & Net Wt. with volume: _____

Training requirement: _____

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

Date : .....

Place : .....**Signature of the Bidder**

Notes for Bidders:

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

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

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

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

Chapter 4

Specifications and Allied Technical Details for :

4.1 End Use:

4.2 Scope of Supply and incidental works:

Equipment: High Pressure Hydrogen Gas Permeation Set-up along with Electrochemical Package (**Qty:** 1 No)

Purpose

A Tabletop High-Pressure Hydrogen Gas Permeation Set-up with an integrated Electrochemical Package is essential for quantitative assessment of hydrogen uptake, permeation flux, and diffusivity in metals/alloys with hydrogen (H_2) gas pressure ranging from atmospheric pressure to 200 bar and temperature ranging from room temperature (RT) to 85 °C. The proposed system shall comply with ASTM G148-97 (2018) and ISO 17081:2014, both of which mandate a Devanathan-Cell (H-cell) with dual-chamber configuration, for hydrogen charging under high pressure H_2 gas and potentiostatic detection chamber of sub-μA current resolution for accurate permeation transient measurements.

Technical Specifications

The set-up must have following components:

		Qty
1	**Hydrogen Gas Charging and Detection Set-up with membrane sample assembly**	**1 No**
	1.1. The setup should comprise a Devanathan-cell (H-cell) configuration consisting of two independent pressure vessels 1.2. The set-up should have provision to accommodate membrane specimens of thickness ranging from 0.3 mm to 5 mm 1.3. Test pressure: atmospheric pressure to 200 bar & Test temperature: room temperature (RT) to 85 °C 1.4. **Hydrogen Gas Charging Cell** 1.4.1. Volume: 100-150 ml 1.4.2. The cell dimensions should be a minimum of 50 mm inner diameter and 50 mm depth 1.4.3. The cell should be constructed from suitable material in accordance with applicable international standards, such as ASME B31.3 1.4.4. The cell should be equipped with dedicated gas inlet and outlet ports, suitable for high-pressure hydrogen service, to enable controlled gas introduction/continuous purging, and safe venting of the test gas 1.4.5. The inlet and outlet connections should be equipped with a suitable material (as mentioned in Pt no. 1.4.3) valves and fittings to facilitate regulation of gas flow/maintenance of the required operating pressure	

	1.4.6. The cell should be provided with a suitable vacuum pump system to facilitate evacuation and creation of vacuum within the hydrogen gas line prior to hydrogen purging 1.4.7. The H_2 gas line should be equipped with a suitable booster pump capable of pressurizing and maintaining the system to the desired operating/test pressure. 1.4.8. The booster pump should be designed and rated for high-pressure hydrogen service and should ensure safe, reliable, and controlled pressurization throughout the test. 1.4.9. The H_2 gas line should be equipped with a high pressure-hydrogen & temperature compatible mass flow controller (MFC) for precise measurement, regulation, and control of the hydrogen gas flow rate during the test. 1.5. **Hydrogen Detection Cell** 1.5.1. Volume: 500-550 ml 1.5.2. The cell dimensions should be a minimum of 100 mm inner diameter and 60 mm depth 1.5.3. The cell should be constructed with a suitable material as mentioned in point no 1.4.3. 1.5.4. The cell should have provisions for the insertion and secure mounting of the counter electrode and reference electrode with proper electrode positioning and electrical isolation during electrochemical measurements. The arrangement should allow easy installation, removal, and replacement of the electrodes without compromising the cell's sealing integrity. 1.5.5. The cell should be equipped with dedicated gas inlet and outlet ports, suitable for high-pressure hydrogen service, to enable controlled gas introduction/continuous purging, and safe venting of the test gas 1.5.6. The inlet and outlet connections should be equipped with a suitable corrosion and hydrogen embrittlement resistant material (as mentioned in Pt. no. 1.4.3) valves and fittings to facilitate regulation of gas flow/maintenance of the required operating pressure 1.5.7. The cell should be provided with a suitable compressed inert gas pressurization system (a booster) for pressurizing and maintaining the cell to the desired operating/test pressure. 1.6. Both the cells should have provisions for insertion and installation of a suitable temperature sensor with a protective sleeve and a pressure sensor, ensuring accurate measurement of the internal temperature and pressure, while protecting the sensors from the operating environment	

	1.7. Both the cells should be equipped with a suitable heating system controlled with a programmable PID controller that adjusts the heater bath operation as per the feedback received from temperature sensors installed in pressure vessels (mentioned in point no: 1.6) 1.8. All materials and components that are in direct contact with hydrogen gas shall be compatible with maximum pressure (200 bar) and elevated-temperature (85 °C) gaseous hydrogen environments	
2.	**Electrochemical workstation Package:**	**1 No**
	2.1. Potentiostat-Galvanostat-ZRA system: 2.1.1. Compliance Voltage: ± 20 - 25 V 2.1.2. Applied/measured Voltage: ±10 - 15 V 2.1.3. Applied/measured Voltage Accuracy: ± 0.1 – 0.5 mV 2.1.4. Scan Rate Range: 0.1 mV/s to 1000 mV/s or wider i.e. ≤ 0.1 mV/s to ≥ 1000 mV/s 2.1.5. Applied/measured Current Range: ±60 pA to ±600 mA 2.1.6. Applied/measured Current Resolution: ± 0.05% of the range or lesser 2.1.7. Electrochemical Impedance Spectroscopy (EIS) Frequency Range: 10μHz - 5MHz or wider (Potentiostatic & Galvanostatic mode) 2.1.8. The potentiostat should be electrically isolated/floating to enable reliable electrochemical measurements on electrically grounded specimens 2.1.9. The system must be able to perform automated sequential electrochemical experiments 2.1.10. Necessary cables (such as USB port cables, Ethernet & cell cables - 3 or 5 meter long) for connecting or interfacing the Potentiostat/galvanostat/ZRA system with the electrodes/computers. 2.1.11. Operation and maintenance manuals must be provided **2.2. Data Acquisition and Analysis Software:** The potentiostat must be compatible and supplied with the licensed data acquisition and analysis software. The software should be capable of supporting a wide variety of electrochemical techniques for advanced electrochemistry research as mentioned below: ◊ Potentistatic, potentiodynamic, galvanostatic, galvanodynamic, Anodic-Cathodic polarization & DC Corrosion, Mott-Schottky, Electrochemical Frequency Modulation, Electrochemical Noise, Pulse and Cyclic Voltammetry, Critical Pitting technique, etc. ◊ Electrochemical Impedance Spectroscopy (EIS) along with an advanced analysis, which allows selection of equivalent circuit, editing and simulation.	

	2.3. **Desktop Computer along with UPS:** The system should be supplied with a branded desktop computer system which is compatible to the potentiostat/galvanostat and software package/s: 2.3.1. Suitable PC with Keyboard, Mouse, 23" LCD monitor (or larger) for long duration application, along with a latest high performance processor, min 2 TB hard disk (SSD) & min 16GB RAM. Latest Windows OS or better specification (brand, model and specifications to be stated). Latest Office suite must be installed for data export and visualisation. 2.3.2. Appropriate interface (GPIB/IEEE/Ethernet/USB) card for enabling machine command, control and query 2.3.3. Min 3kVA capacity UPS with in-built batteries to run the computer on back up and provide stabilized power supply 2.3.4. Color laser base printer with provision to network application	
3.	**Spares and other consumables**	
	3.1. **Thermocouple & Pressure Sensors:** 3.1.1. Thermocouples with protection sleeve suitable for operating temperature and pressure mentioned in point no. 1.6: **4 Numbers** 3.1.2. Pressure sensors mentioned in point no. 1.6: **4 Numbers** 3.2. **Electrodes:** 3.2.1. Ag/AgCl reference electrode for high temperature and pressure (HT-HP) operation which is able to fit in port mentioned in point no. 1.5.4: **4 Numbers** 3.2.2. A platinum counter electrode which is able to fit in port mentioned in point no. 1.5.4: **2 Numbers** 3.3. **Other Consumables:** 3.3.1. Pressure vessel O-rings or corresponding gaskets: **10 Numbers** 3.3.2. Materials for the electric isolation of bolts and autoclaves 3.3.3. Reference electrode spare parts o PTFE coated wire: 10 m o Ag/AgCl rod: 5 **Numbers** o PTFE tube for ref. electrode: 5 **Numbers** o Ceramic plugs for ref. electrode: 5 **Numbers** o PTFE tube, having 3 mm outer diameter (OD) and 2 mm inner diameter(ID): 5 m o High purity KCl powder: 2000 g	
4.	**Safety Protections**	
	4.1. Bidders should include suitable devices for fire/flame detection and protection of critical parts in gaseous hydrogen atmosphere	

	4.2. Audio- Visual alarm for hydrogen gas leakage 4.3. Compatible device for fast evacuation system 4.4. Hydrogen leak detection system comprising hydrogen sensors in the entire gas line from the gas supply cylinder to the permeation and detection set-up 4.5. All the electrical connectors, heating elements, controllers, etc. where necessary should be ATEX rated.	
5.	**Scope of suppliers**	
	5.1. Site inspection prior to the supply of the system and sharing of the pre-installation requirements will be the responsibility of the vendor 5.2. **Supply, Installation, Commissioning and Training** 5.2.1. The system should be installed, commissioned at the site (CSIR-NML) 5.2.2. On-site training for minimum of four (04) days for five (05) persons 5.2.3. On-site continuous operation of the system for a minimum of 24 hrs should be demonstrated at the maximum operating pressure (200 bar) and temperature (85 ^{o}C) 5.3. **Manuals, Calibration certificates and Tool kit** 5.3.1. Complete operation, servicing and maintenance manuals, including detailed drawings for regular maintenance and operation of the system and software(s), should be provided 5.3.2. Calibration certificate for all the sensors & MFC should be provided 5.3.3. Design codes and standards used should be supplied 5.3.4. One Set of tools and tackles should be provide for routine operation and maintenance of the system should be included	
6.	**Warranty**	
	6.1. Three years comprehensive warranty including calibration annually and followed by 05 years non-comprehensive AMC prices should be quoted separately which include a) Calibration-01 b) Breakdown maintenance -02 and c) Preventive maintenance -02 annually. The quoted AMC prices would be considered in price bid evaluation. 6.2. The warranty should be effective from the date of issue of satisfactory installation & commissioning certificate at the user laboratory/institute	

	6.3. The brought-out items/peripherals for the main system, which consist of warranty beyond three years by the manufacturer, should be transferred in the name of CSIR-NML and will be treated accordingly beyond three years comprehensive warranty period.	
7.	**Eligibility Criteria for Bidders**	
	7.1. Quotations only from the Original Equipment Manufacturer (OEM) or their authorized agent will be accepted 7.2. The OEM quoting for the machine should have its own website. The offered items should be available in the designated website of the OEM illustrating technical tit-bits. 7.3. The bidder should have supplied similar systems, which includes hydrogen detection based on electrochemical techniques, to reputed R&D or Academia institutes globally. Past purchase order copies of previous 5 years and contact details of existing users should be provided along with the offer. 7.4. If the bidder has not supplied similar systems in India/globally but claim to have the capability to manufacture such systems then they should demonstrate the proven capability to the satisfaction of the buyer with documented evidences. 7.5. The service support system for the indented system within India has to be assured by the vendor. The minimum time for response after first intimation about malfunctioning of the same should be less than 48 hours. 7.6. If required, user (Academic Institute / Government Research institutes) reviews about the performance of the supplied system and after sales service will be taken and this will be one of the criteria during technical comparison of quotations received and acceptance of the quotation.	
8.	**General Terms and Conditions**	
	8.1. The offer should include all technical data/brochure to support the claim. Mere statement without any supporting document is not acceptable and the offer will be rejected. 8.2. Supplier should indicate technical support service available in India and should indicate a minimum guaranteed down time of the equipment once supplied. 8.3. The quotation shall clearly indicate the item wise cost of each individual component, including accessories and spares, wherever applicable.	

	8.4. The bidder should ensure the availability of necessary spares for minimum 10 years after expiry of the comprehensive warranty for the smooth operation of the system	
9.	**Acceptance Criteria**	
	9.1. The supplier should successfully demonstrate hydrogen charging and detection experiments in the specimen of thickness 0.3 mm & 5 mm of any of the API 5L (linepipe) steels. 9.2. The supplier should successfully demonstrate the leak-tightness of the complete system at maximum specified operating pressure (200 bar) & temperature (85 °C) for a minimum of 24 hours of continuous operation, with no leakage, pressure loss, or abnormal change in system performance.	
10.	**Scope of CSIR-NML**	
	10.1. CSIR-NML will provide the space, electrical supply, water, gases (H_2, N_2, Ar), air conditioning required for the installation of the instrument.	

DELIVERY PERIOD OF GOODS:

To be made within 12 MONTHS from the date of issue of Purchase Order.

Bidders are instructed to submit the consolidated price in the BOQ (.xls) format and give the break up cost of the items in the respective price schedules. However, there should not be any variance between BOQ (.xls) and Price Schedule Form (PDF prices). The Purchase Order will be placed on the basis of the BOQ prices.

Note:

a) 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.

b) Also, the bidders offering imported products will fall under the category of Nonlocal 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.

Relaxation of prior turnover and prior experience is applicable only to all startups recognized by Department for Promotion of Industry & Internal Trade (DPIIT) subject to meeting of quality and technical specifications. Startups may be MSMEs or otherwise.

Relaxation of prior turnover and prior experience is applicable only to all MSEs recognized by Department for Promotion of Industry & Internal Trade (DPIIT) subject to meeting of quality and technical specifications.

4.4 **Inspection & Tests:** Installation, Commissioning and training should be provided by the supplier as mentioned in the specification.

4.4.1 General

1. The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified here.
2. The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at the point of delivery and/or at the Goods final destination.
3. Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
4. Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
5. The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at final destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.
6. The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
7. With a view to ensure that claims on insurance companies, if any, are lodged in time, the bidders and /or the Indian agent, if any, shall be responsible for follow up with their principals for ascertaining the dispatch details and informing the same to the Purchaser and he shall also liaise with the Purchaser to ascertain the arrival of the consignment after customs clearance so that immediately thereafter in his presence the consignment could be opened and the insurance claim be lodged, if required, without any loss of time. Any delay on the part of the bidder/ Indian Agent would be viewed seriously and he shall be directly responsible for any loss sustained by the purchaser on the event of the delay.
8. Before the goods and equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance Manuals together with Drawings of the goods and equipment built. These shall be in such details as will enable the Purchase to operate, maintain, adjust and repair all parts of the works as stated in the specifications.
9. The Manuals and Drawings shall be in the ruling language (English) and in such form and numbers as stated in the Contract.
10. Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purposes of taking over until such Manuals and Drawing have been supplied to the Purchaser.
11. On successful completion of acceptability test, receipt of deliverables, etc. and after the Purchaser is satisfied with the working of the equipment, the acceptance certificate signed by the Supplier and the representative of the Purchaser will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the equipment.

4.4.2 Manufacturer's Inspection Certificate

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

4.4.3 Pre Dispatch Inspection.---- *Not Applicable.*

a) ~~Vendor should submit Layout drawings within 20 days from the issue of P.O. before taking up the fabrication/assembly work.~~
b) ~~The submitted drawings should be approved by CSIR NML and shall be used for all fabrication / assembly work.~~
c) ~~Pre-Dispatch Inspection will be done by CSIR NML at Supplier's site. Prior notice of 7 working days shall be given by Supplier for PDI.~~
d) ~~The Vendor should intimate minimum one week in advance for the inspection call.~~
e) ~~PDI will also be a part of the acceptance criteria mentioned. If any discrepancy or deviation is~~

~~*identified with respect to above mentioned Technical Specifications and approved Drawings during PDI, the bidder has to take up corrective actions upto the satisfaction of the tenderer, followed by re-inspection by CSIR-NML. All necessary PDI should be completed by the delivery time mentioned. Non - compliance during PDI may lead to cancellation of the order.*~~

f) ~~*The cost of travel, hospitality for the PDI will be borne by NML, Jamshedpur. However, all costs related to demonstration of equipment will have to be borne by the supplier.*~~

4.4.4 Third Party Inspection . : Not applicable.

4.4.5 Acceptance Test

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

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

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

The acceptance tests at the final destination include the following:

a. The supplier should successfully demonstrate hydrogen charging and detection experiments in the specimen of thickness 0.3 mm & 5 mm of any of the API 5L (linepipe) steels.

b. The supplier should successfully demonstrate the leak-tightness of the complete system at maximum specified operating pressure (200 bar) & temperature (85°C) for a minimum of 24 hours of continuous operation, with no leakage, pressure loss, or abnormal change in system performance.

4.5 Installation, Demonstration, Commissioning & Training

4.5.1 Installation, Demonstration & Commissioning: -

(i) **To be provided by the vendor. It should be carried out by vendor's skilled team with fitting, software installation & commissioning & testing of the quoted system at no extra cost and it will be the part of evaluation criteria.**

(ii) Installation Demonstration& Commissioning will be the sole responsibility of the Supplier. Installation & Commissioning with all infrastructural works have to be done by the supplier. The vendor will complete the installation & commissioning including demonstration & training, if applicable, within **02 MONTHS** **from the date of goods at CSIR-NML.** Delay in installation, commissioning and training will attract Liquidated Damages (L.D.) clause.

(iii) **Pre-requisite for installation:- Offer/bid/quotation must include pre-requisite for installation and commissioning of the goods/equipment at CSIR-NML.**

(iv) **The technical scope of CSIR-NML is as per tendered technical specifications.**

(v) It will be the part of the evaluation criteria. **Bidder may confirm the same in their bid/Technical Bid (in case of Two-Bid Format).**

(vi) **Delay beyond the prescribed period will attract the imposition of Liquidated Damage Clause as mentioned in this tender document.**

4.5.2 Training:-

(i) **Required** in this case.

(ii) It should be imparted for **Five (05) persons for Four (04) days** to the purchaser at purchaser's premises. It should be completed within **02 MONTHS** from the date of goods at CSIR-NML.

(iii) **It will be the part of the evaluation criteria. Bidder may confirm the same in their bid/Technical Bid (in case of Two-Bid Format) failing which offer will be considered as Non-responsive and non-compliant to the terms and conditions of NML's tender document.**

(iv) Delay in training beyond the prescribed period will attract the imposition of Liquidated Damage Clause as mentioned in this tender document.

4.6 Warranty:-

1. The period of the **On-site Comprehensive Warranty** shall be **03 (THREE) years** from the date of installation, commissioning and acceptance. All items/components should be covered under warranty without any exclusion.
2. Warranty will start from the date on which all the sales obligations as mentioned in the purchase order/contract is fulfilled/completed by the vendor of the satisfaction of the user of the CSIR-NML associated with the procured equipment/item under this tender/enquiry.
3. The Supplier must warrant that the goods supplied under the Contract are new, unused and the most recent or current and incorporate all recent improvements in design, materials as per specifications in this Tender Document.
4. The warranty offered should be unconditional and the seller should agree to replace or repair the equipment at his cost. The spare parts for the warranty repair have to be provided by the vendor without any financial implication upon CSIR-NML Jamshedpur.
5. Any extended warranty to match the CSIR-NML's warranty requirement in terms of services/AMC etc. only without warranty of the supplied goods will not be considered and offer/bid will be rejected.
6. Any extended warranty to match the CSIR-NML's warranty requirement in terms of services/AMC etc only without warranty of the supplied goods will not be considered and offer/bid will be rejected.
7. Warranty must be provided by the manufacturer. Warranty provided apart from the manufacturer will not be considered and offer/bid will be rejected.
8. Warranty clauses will be the part of the evaluation criteria for, selecting the technically suitable firm and price comparison as well. It will also be the part of the Preliminary Examination for ascertaining the substantially responsiveness of the bids of the suppliers. If warranty as per the terms and conditions of this tender document is not provided then offer will not be accepted and it will be rejected. Conditional Warranty will not be accepted whatsoever reason.

   Comprehensive Warranty will start from the date on which sales obligations such as installation, demonstration, commissioning and training etc. as mentioned in the purchase order is fulfilled by the vendor as per the satisfaction of user of CSIR-NML.

4.7 Annual Maintenance Contract :

Consecutive **05-years Non-comprehensive AMC (01 Calibration + 02 preventive + 02 breakdown visit annually)** for equipment to be started immediately after expiry of warranty period of 03 years.

The services towards 02 nos. of Preventive Maintenance will be carried out in equal spaced interval during each AMC Year and 02 no. of Breakdown Maintenance visit will be carried out as and when required during each AMC Year.

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

AMC CHARGES TO BE QUOTED YEAR WISE (BASIC COST + APPLICABLE GST) TO RELEASE THE RELATED PAYMENT AFTER SUCCESSFUL SERVICING AND CERTIFICATION BY THE USER SCIENTIST.

AMC CHARGES FOR 05 YEAR(S) SHALL BE CONSIDERED IN PRICE EVALUATION.

4.8 Performance Security/Performance Bank Guarantee (PBG):-

(i) @ **3%** of the order value applicable beyond 2 months of the comprehensive warranty period of **(03) Three Year(s).** Warranty will start from the date on which all the sales obligations as mentioned

in the purchase order/contract is fulfilled/completed by the vendor of the satisfaction of the user of the CSIR-NML associated with the procured equipment/item under this tender/enquiry.

(ii) Performance Security may be furnished in the form of an account payee demand draft in favor of the Purchaser from a commercial bank, bank guarantee issued/confirmed from any of the commercial bank in India in an acceptable form, safeguarding the purchaser's interest in all respects.

(iii) The Performance Security shall be denominated in Indian Rupees only.

(iv) 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.

(v) The Performance Security will be forfeited and credited to the Procuring Entity's account in the event of a breach of contract by the contractor.

(vi) 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 Purchase Order, without levy of any interest.

(vii) Firm may confirm for submission of PBG / Bid Security in their bid or Technical Bid in case of Two-Bid Format if Order / Contract is placed to them. If it is not confirmed then offer may be rejected. If confirmation is asked from the firm by the purchaser after opening of the bid and not responded / confirmed by the firm whether the stipulated period / date then offer will not be accepted.

Stores & Purchase Officer
CSIR-NML JAMSHEDPUR
For and on behalf of Council of Scientific & Industrial Research

CHAPTER 5

Price Schedule Forms

Table of Contents

Sl. No.	Type of Price Schedule Form
01.	Bid Form
02.	Price Bid
~~03.~~	~~Price schedule for Goods being offered from abroad~~
04.	Price schedule for Goods offered from India

Prices to be quoted in INR Only.

Note: The bidder may fill in the appropriate Price Schedule Form and enclose as per Clause 1.10 and 1.18.3 of the bidding documents.

PRICE SCHEDULE FOR GOODS BEING OFFERED FROM INDIA

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

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

Note:

(a) Cost of Spares, if any

(b) Approx. Gross Weight & Net Weight _____

(c) Volume of goods _____

Total Bid price in Indian currency_____

In words _____

Signature of Bidder _____

Name _____

Business Address _____

CHAPTER 6

Qualification Requirements

Criteria 1 –

Acceptance Criteria

1. The supplier should successfully demonstrate hydrogen charging and detection experiments in the specimen of thickness 0.3 mm & 5 mm of any of the API 5L (linepipe) steels.

2. The supplier should successfully demonstrate the leak-tightness of the complete system at maximum specified operating pressure (200 bar) & temperature (85 ◦C) for a minimum of 24 hours of continuous operation, with no leakage, pressure loss, or abnormal change in system performance.

Criteria 2 - Experience and Past Performance:

a) *The bidder (manufacturer or principal of authorised representative – hereinafter referred simply as 'The Bidder') should have ~~regularly for at least the last _~~* ***~~[___] years~~****~~, ending 31st March of the previous financial year (hereinafter called 'The relevant Date'), manufactured and~~* ***~~supplied (/erected/ commissioned~~*** *~~_____,~~ with the same or higher specifications* ***~~having/with _____ parameters~~*** *~~(hereinafter called~~* ***~~'Item Name'~~****~~). The bidder should submit the manufacturer authorisation form as appended in Chapter-8 and~~*

b) *'The bidder' should have manufactured at least minimum and* ***supplied (installed &commissioned)*** *at least ~~----~~* ***_____numbers*** *of* ***'(Name of Items)'****in the last five years ending on* ***31st March of the previous financial year*** *~~and out of which~~* ***to Government Labs/Government R&D Organizations/CSIR Labs.***

c) *At least ___[_____] numbers of offered version/model of '****Item name"*** *should be in successful operation for at least ____[_____] years on the date of bid opening.* ***NOT APPLICABLE***

Criteria 2 - Capability- Equipment & manufacturing Facilities:

'The bidder' must have an annual capacity to manufacture and ***supply (/erected/ commissioned)*** *at least* ***_____(The Qualifying Quantity)***

Criteria 3 - Financial Standing – under all conditions

a) *The average annual financial turnover of 'The bidder' during the last three years, ending on* ***31st March of the previous financial year****, should be at* ***Rs. Xxxxxxx(or equivalent in foreign currency at exchange rate prevalent on '31st March of the previous financial year) (fix the value as 40-80% or any other percentage of the estimated cost of the quantity in the bid document)*** *as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India or equivalent in relevant countries.*

Ministry of MSME have clarified that all Central Ministries/Departments/Central Public Section Undertakings may relax condition of prior turnover and prior experience with respect to Micro and Small Enterprises in all public procurements subject to meeting of quality and technical specifications. Further, the condition of prior turnover and prior experience may be relaxed for Start-ups (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality & technical specifications and making suitable provisions in the bidding document (rule 173 (i) of GFR 2017))

b) *~~Bidder Firm (manufacturer or principal of authorised representative) should not have suffered any financial loss for more than one year during the last three years, ending on~~* ***~~31st March of the previous financial year~~****~~.~~*

c) *The net worth of the Bidder firm (manufacturer or principal of authorised representative) should not be negative on* ***31st March of the previous financial year*** *and also ii) should have not eroded by more than 30% (thirty percent) in the last three years, ending on* ***31st March of the previous financial year****.*

Note: In case of Indian Bidders/companies (manufacturer or principal of authorised representative) who have been restructured by Banks in India, under the statutory guidelines, they would be deemed to have qualified the Financial standing criteria considering the institutional financial backing available to them.

Applicability in Special Cases:

a) *Applicability to 'Make in India' :Bidders (manufacturer or principal of authorised representative) who have a valid/approved ongoing 'Make in India' agreement/ program and who while meeting all other criteria above, except for any or more of sub-criteria in Experience and Past Performance above, would also be considered to be qualified provided:*

i) their foreign 'Make-in-India' associates meet all the criteria above without exemption, and

ii) the Bidder submits appropriate documentary proof for a valid/approved ongoing 'Make in India' agreement/program.

iii) the bidder (manufacturer or principal of authorised representative) furnishes along with the bid a legally enforceable undertaking jointly executed by himself and such foreign Manufacturer for satisfactory manufacture, Supply (and erection, commissioning if applicable) and performance of 'The Product' offered including all warranty obligations as per the general and special conditions of contract.

b) Authorized Representatives: Bids of bidders quoting as authorised representative of a principal manufacturer would also be considered to be qualified, provided:

i) their principal manufacturer meets all the criteria above without exemption, and

ii) the principal manufacturer furnishes a legally enforceable tender-specific authorisation in the prescribed form assuring full guarantee and warranty obligations as per the general and special conditions of contract; and

iii) the bidder himself should have been associated, as authorised representative of the same or other Principal Manufacturer for same set of services as in present bid (supply, installation, satisfactorily commissioning, after sales service as the case may be) for same or similar 'Product' for past three years ending on 'The Relevant Date'.

c) For Existing Successful Past Suppliers: In case the bidder (manufacturer or principal of authorised representative) who is a successful past supplier of 'The Product' in at least one of the recent past _____ procurements, who do not meet any or more of requirements above, would also be considered to be qualified in view of their proven credentials, for the maximum quantity supplied by him in such recent past.

d) Joint Ventures and Holding Companies: Credentials of the partners of Joint ventures cannot (repeat cannot) be clubbed for the purpose of compliance of PQC in supply of Goods/Equipment, and each partner must comply with all the PQC criteria independently. However, for the purpose of qualifying the Financial Standing Criteria, the Financial Standing credentials of a Holding Company can be clubbed with only one of the fully owned subsidiary bidding company, with appropriate legal documents proving such ownership.

Note for Bidders:

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

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

~~c) In case 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. One manufacturer can also authorise only one agent/ dealer. There can be only one bid from the following:~~

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

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

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

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

i) All copy of supply/work order; respective completion certificate and contact details of clients; documents issued by the relevant Industries Department/National Small Industries Corporation (NSIC)/ manufacturing licence; annual report, etc., in support of experience, past performance and capacity/capability should be authenticated by the by

the person authorised to sign the tender on behalf of the bidder. Original Documents must be submitted for inspection, if so demanded.

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

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

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

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

(i) One distributor/dealer can participate in a tender on behalf of one manufacturer. The offer(s) will not be entertained if the same distributor/dealer is representing more than one manufacturer. Similarly an authorized distributor/dealer and the manufacturer should not quote simultaneously.

CHAPTER 7
Contract Form

Contract No. _____ Date:_____

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

BETWEEN

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

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

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

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

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

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

Signed: *[insert signature]*

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

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

Signed: *[insert signature]*

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

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

For and on behalf of the Supplier

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

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

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

CHAPTER 8

Other Forms to be enclosed with Technical Bid

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Sl. No.	Name	Annexure
1.	Bidder Information Form (to be enclosed with the technical bid)	**I**
2.	Manufacturers' Authorization Form (to be enclosed with the technical bid)	**II**
3.	Bid Security Form (to be enclosed with the technical bid)	**III**
4.	Bid Securing Declaration. (to be enclosed with the technical bid)	**IV**
5.	Performance Statement Form (to be enclosed with the technical bid)	**V**
6.	Deviation Statement Form (to be enclosed with the technical bid)	**VI**
7.	Service Support Detail Form (to be enclosed with the technical bid)	**VII**
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11.	Format of declaration of abiding by the code of integrity and conflict of interest to be submitted by the bidder.	**XI**
12.	Organizational Chart with Technical Qualification / Power of Attorney of Tenderer	**XII**
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14.	Format for Affidavit of Self Certification regarding Class of Local Supplier, Local Content and Domestic value addition for the quoted item	**XIV**
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16.	Bid Form	**XVI**
17.	Price Schedule Form in Foreign Currency	**XVII (i)**
18.	Price Schedule Form in Indian Currency	**XVII (ii)**
19.	Checklist	**XVIII**
20.	Compliance Statement Form	**XIX**
21.	Purchase Order copies of identical or similar type of equipment during the last 3 years along with details of such supplies and prices eventually or finally paid.	
22.	Documentary evidence about the status of the bidder i.e. whether MSE or not, owned by SC/ST or not and whether the MSE is owned by a women entrepreneur or not.	
23.	Form Of No Claim Certificate	**XX**
24.	Self-Certification that the goods are not manufactured in any country which shares its land border with India.	**XXI**

Annexure–I

Bidder Information Form

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

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

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

Page 1 of_____ pages

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

Signature of Bidder _____

Name _____

Business Address _____

Annexure–II

MANUFACTURERS' AUTHORIZATION FORM

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

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

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

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

WHEREAS

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

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

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

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

Title: *[insert title]*

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

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

Annexure–III

BID SECURITY FORM

Whereas _____ (hereinafter called the tenderer") has submitted their offer dated _____ for the supply of _____
(hereinafter called the tender") against the purchaser's tender enquiry No._____
KNOW ALL MEN by these presents that WE _____ of _____ having our registered office at _____ are bound unto _____ (hereinafter called the "Purchaser")
In the sum of _____
for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20_____.

THE CONDITIONS OF THIS OBLIGATION ARE:

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

Or

(2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
   (a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
   (b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.
This guarantee will remain in force up to and including 45 days after the period of tender validity i.e., up to _____ and any demand in respect thereof should reach the Bank not later than this date.

_____

(Signature of the authorized officer of the Bank)

Name and designation of the officer

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

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

Annexure–IV

Bid-Securing Declaration Form

Date:_____
Bid No. _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

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

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

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

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

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

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

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

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

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

Corporate Seal (where appropriate)

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

Annexure–V

PERFORMANCE STATEMENT FORM

(For a period of last 3 years)

Name of the Firm.....

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

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

Place :

Date :

Annexure–VI

DEVIATION STATEMENT FORM

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

Signature of Bidder

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

Place:

Date:

Signature and seal of the
Manufacturer/Bidder

NOTE:

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

Annexure–VII

SERVICE SUPPORT FORM

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

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

Place :

Date :

Annexure–VIII

PERFORMANCE SECURITY FORM

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To,

……

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

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

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

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

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

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

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

(Signature of the authorized officer of the Bank)

……

Name and designation of the officer

……

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

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

Annexure–IX

ACCEPTANCE CERTIFICATE FORM

No._____ Dated: _____

M/s. _____

_____

_____

Sub: Certificate of commissioning of equipment

---

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

(a) Contract No. _____ Date_____

(b) Description of the equipment_____

(c) Name of the consignee_____

(d) Scheduled date of delivery of the consignment to the Lab./Instts._____

(e) Actual date of receipt of consignment by the Lab./Instts._____

(f) Scheduled date for completion of installation/commissioning_____

(g) Training Starting Date _____

(h) Training Completion Date _____

(i) Names of People Trained _____

(j) Actual date of completion of installation/commissioning_____

(k) Penalty for late delivery (at Lab./Instts. level)₹_____

(l) Penalty for late installation (at Lab./Instts. level ₹_____

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

Sl. No.	Description	Amount to be recovered

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

or

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

(a) ……

(b) ……

(c) ……

(d) ……

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

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

Annexure–X

Format of Integrity Pact

INTEGRITY PACT

Ref. No. :- **NML/AMC/LKM/02/MTE/LKM/OTE/DB/26-27** Dated **27.10.2026**

HIGH PRESSURE HYDROGEN GAS PERMEATION SET-UP ALONG WITH ELECTROCHEMICAL PACKAGE

i. Signing of Integrity Pact (IP) by the participating firms with the Procuring Entity is the mandatory criteria.
ii. Firms / Vendors will download the format of Integrity Pact (IP) as enclosed with the CSIR-NML's Tender Document in the present case and all the pages of the Integrity Pact are to be signed & stamped by the same signatory who signed the Quotation, i.e. who is duly authorized to sign the Quotation and to make commitments on behalf of his company.
iii. Mismatch of signature between the Quotation and Integrity Pact will not be accepted and offer shall be rejected straightway.
iv. Any Quotation not accompanied by Integrity Pact duly signed & stamped by the authorized signatory of the participating firms shall be considered to be non-responsive offer and shall be rejected straightway.
v. A copy of the Integrity Pact is also to be attached with the Quotation for submission through GeM Portal.

Between

Council of Scientific & Industrial Research (CSIR) a Society registered under the Indian Societies Act 1860 represented by **The Director, CSIR-National Metallurgical Laboratory, Burma Mines, Jamshedpur, Jharkhand 831007 on behalf of DG, CSIR, New Delhi, Anusandhan Bhawan, 2 Rafi Marg, New Delhi 110001** hereinafter referred to as "The Principal".

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

Preamble

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

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

Section 1 – Commitments of the Principal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4 – Compensation for Damages

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

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

Section 5 – Previous transgression

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

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

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

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

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

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

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

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

Section 8 - Independent External Monitors

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

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

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

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

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

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

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

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

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

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

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

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

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

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

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

Witness 1:(Name & Address): _____

Witness 2::(Name & Address): _____

(Bhola Azad)
Stores & Purchase Officer, CSIR-NML, Jamshedpur
Signature with Office Seal

भण्डार एवं क्रय अधिकारी/Stores & Purchase Officer
सी.एस.आई.आर.-राष्ट्रीय धातुकर्म प्रयोगशाला
CSIR - National Metallurgical Laboratory
(डीएसआईआर, विज्ञान और प्रौद्योगिकी मंत्रालय, भारत सरकार)
(DSIR, Ministry of Science & Technology, Govt. of India)
जमशेदपुर-८३१००७, भारत/Jamshedpur - 831 007, INDIA

(Jay Shankar Sharan)
Controller of Administration, CSIR-NML, Jamshedpur
Signature with Office Seal

प्रशासन नियंत्रक / Controller of Administration
सीएसआईआर-एनएमएल / CSIR-NML
(विज्ञान एवं प्रौद्योगिकी मंत्रालय, भारत सरकार)
(Ministry of Science & Technology, Govt. of India)
जमशेदपुर/Jamshedpur-7

(Dr. L. K. Meena)
Scientist-E, CSIR-NML, Jamshedpur
Signature with Office Seal

वैज्ञानिक/Scientist
सीएसआईआर-राष्ट्रीय धातुकर्म प्रयोगशाला
CSIR-National Metallurgical Laboratory
जमशेदपुर/Jamshedpur-831007

(1)	NAME, ADDRESS AND CONTACT DETAILS OF THE REPRESENTATIVE WITH DESIGNATION	
(2)	NAME, ADDRESS AND CONTACT DETAILS OF THE PRINCIPAL / OEM	
(3)	NAME, ADDRESS AND CONTACT DETAILS OF THE EOI PROPOSAL SUBMITTING FIRM	
(4)	SIGNATURE OF THE REPRESENTAIVE WITH OFFICE SEAL	

ALL PAGES OF THE INTEGRITY PACT ARE TO BE SIGNED AND STAMPED BY THE AUTHORIZED SIGNATORY.

Place:

Date:

i. Signing of Integrity Pact (IP) by the participating firms with the Procuring Entity is the mandatory criteria.

ii. Firms / Vendors will download the format of Integrity Pact (IP) as enclosed with the CSIR-NML's Tender Document in the present case and all the pages of the Integrity Pact are to be signed & stamped by the same signatory who signed the Quotation, i.e. who is duly authorized to sign the Quotation and to make commitments on behalf of his company.

iii. Mismatch of signature between the Quotation and Integrity Pact will not be accepted and offer shall be rejected straightway.

iv. Any Quotation not accompanied by Integrity Pact duly signed & stamped by the authorized signatory of the participating firms shall be considered to be non-responsive offer and shall be rejected straightway.

v. A copy of the Integrity Pact is also to be attached with the Quotation for submission through GeM Portal.

Annexure–XI

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

(On the Letter Head of the Bidder)

Ref. No: _____ **Date** _____

To,

_____

_____

(Name & address of the Purchaser)

Sir,

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

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

a

b

c

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

Thanking you,

Yours sincerely,

Signature

(Name of the Authorized Signatory)

Company Seal

ANNEXURE XII

ORGANIZATION CHART WITH (TECHNICAL QUALIFICATION) / POWER OF ATTORNEY OF TENDERER

I. Please give details hereafter of the Organization Chart of your Company,showing the position of directors, key personnel and functions.

II. Please attach here the Power of Attorney of the signatory of the Questionnaire and tender documentation.

ANNEXURE XIII

FINANCIAL STATEMENT OF THE TENDERER

I. FINANCIAL STATEMENT OF THE TENDERER

I. Basic Capital: Authorised:
Issued:

II. Annual value of construction work undertaken for each of the last three years

Details	20…. - 20…	20..-20..	20.. -20..	TOTAL

III. Approximate value of Work in hand ……..……..

IV. Please attach copies of the Company's previous three years certified statements of account (with translation in English) from which the following basic data shall be abstracted:

	20 -20	20 -20	20 -20
1.Total Assets 2.Total Liabilities **3.NET VALUE (1-2)**	…… …… …… .	…… ;…… …… .	…… …… …… .
4.Current Assets 5.Current Liabilities 6.Circulating Capital (4-5)	…… …… …… .	…… …… …… .	…… …… …… .
7.Profit (before taxation) 8.Loss	…… ….	……	…… .

V. Name and address of Bankers:
……
……

VI. Please enclose a reference/certificate about the financial situation of the Company and access to credit facilities (maximum amount of credit facility to be stated): …… (Equivalent of Indian Rupees).

VII. Please provide financial projections for the forthcoming year

Signature of the Tenderer_____

ANNEXURE XIV

Format for Affidavit of Self Certification regarding Class of Local Supplier, Local Content and Domestic value addition for the quoted item

Date: _____

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

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification – Public procurement (preference to Make in India) Order2017 dt. .15th June, 2017, its revision dated 04th June, 2020 and its subsequent amendments.

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

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

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition norms, based on the assessment of an authority so nominated for the purpose of assessing the local content, action will be taken against me as per Order No. P-45021/2/2017/-E.E.-II dated 15.06.2017, its revision dated 04th June, 2020 and its subsequent amendments.

I agree to maintain the following information in the Company's record for a period of 3 years and shall make this available for verification to any statutory authority: (Kindly fill up the below mentioned particulars)

i. Name and details of the Domestic Manufacturer (Registered Office, Manufacturing Unit location, nature of legal entity),	
ii. Location at which the value was added (**Detailed address**).	
iii. Date on which this certificate is issued,	
iv. R &D Equipment for which the certificate is produced,	
v. Procuring entity to whom the certificate is furnished,	
vi. Percentage of local content claimed,	
vii. Name and contact details of the unit of the manufacturer,	

I/We do hereby declare that as per the order no.P-45021/2/2017-PP (BE-II) dated 04 June 2020 issued by Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India, We are _____ (Class-I/Class-II) supplier.

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.

I/WE CERTIFY THAT ALL INFORMATION FURNISHED BY THE OUR FIRM IS TRUE & CORRECT AND IN THE EVENT THAT THE IFNORMATION IS FOUND TO BE A FALSE DECLARATION IT WILL BE A BREACH OF THE CODE OF INTEGRITY UNDER RULE 175(1)(i)(h) OF THE GENERAL

FINANCIAL RULES FOW WHICH A BIDDER OR ITS SUCCESSORS CAN BE DEBARRED FOR UP TO TWO YEARS AS PER RULE 151(iii) OF THE GENERAL FINANCIAL RULES ALONG WITH SUCH OTHER ACTIONS AS MAY BE PERMISSIBLE UNDER LAW.

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

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

Bidders not submitting the above certificate will be considered as non-responsive and liable to be summarily rejected.

ANNEXURE XV

DECLARATION OF ELIGIBILITY

Name of the Contract:

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

Name and address ofTenderer:

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 ourproperty.
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:_____

ANNEXURE XVI

Bid Form

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

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

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

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

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

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

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

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

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

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

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

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

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

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

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

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

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

Signed:

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

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

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

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

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

Annexure–XVII (i)

PRICE SCHEDULE FORM FOR GOODS BEING OFFERED FROM ABROAD

Name of the Bidder _____ **TENDER No.** _____

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

Note:

Currency _____ Total Bid price in foreign currency _____

in words _____

(a) Indian agents name & address _____

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

Name _____

(c) Cost of Spares, if any _____ Business Address _____

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

(e) Approx. Gross Weight & Net Weight _____

(f) Volume of goods _____

Annexure–XVII (ii)

PRICE SCHEDULE FORM FOR GOODS BEING OFFERED FROM INDIA

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

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

Note:

(a) Cost of Spares, if any

(b) Approx. Gross Weight & Net Weight _____

(c) Volume of goods _____

Total Bid price in Indian currency_____

in words _____

Signature of Bidder _____

Name _____

Business Address _____

CHECKLIST-1 **Annexure–XVIII**

(Please fill it up. Don't write "As per quotation" / "At Actual" / "Refer to our offer")

Sl No.	Formalities	Yes/No
01	Manufacturer's Authorisation form enclosed	
02	EMD submitted	
03	EMD(s) is / are in favour of **Director, CSIR-NML, Jamshedpur** and payable at Jamshedpur.	
04	Bidder's Name / Quotation Ref. No. etc. has been mentioned on the back side of DDs.	
05	~~Certified copy of the Agency Agreement between the Principal and the Agent is submitted~~ ~~(Mandatory, in case an Indian agent bids directly on behalf of the Foreign Principal)~~	
06	~~Name and address of Agent/Representative in India~~ ~~(***In case foreign bidder bids directly***)~~ ~~OR~~ ~~Name and address of all Foreign Principal/Associates~~ ~~(***In case an Indian Agent bids directly***)~~	
07	Main Equipment Model Number (if any) & Make is mentioned	
08	~~To be filled up if the offer is in foreign currency~~	
08A	~~Ex-works value quoted in Price Bid~~	
08B	~~FCA/ FOB value quoted in Price Bid~~	
08C	~~Insurance & Airfreight/Sea freight Charges quoted in Price Bid~~	
08D	~~CIF/CIP Value of the Package quoted in Price Bid~~	
08E	~~Installation, commissioning, Training quoted~~	
	All the fields of Sl No. 08 (From 08A to 08E) are mandatory for foreign offer	
09	~~Indian Agency Commission (if any) included and mentioned~~	
10	To be filled up if the offer is in Rupees(INR)	
10A	Ex-works value quoted in Price Bid	
10B	GST quoted	
10C	Packing, Forwarding, Freight, Insurance and all other charges quoted so that FOR, CSIR-NML price can be arrived at.	
10D	Installation, commissioning, Training quoted.	
	All the fields of Sl No. 10 (From 10A to 10D) are mandatory for Indigenous offer.	
11	Payment Terms ***(Conditional Payment Terms NOT accepted)***	
12	Price schedule form filled up	
13	Delivery Time mentioned	
14	Warranty Period mentioned	
15	Extended Warranty quoted (if any)	
16	Validity of Quotation mentioned	
17	Country of Origin (Product) mentioned	
18	Port of Shipment mentioned	
19	Approx. Shipment weight (Chargeable Weight) of the items (in kg.) mentioned in quotation	
20	Approx. Dimensions / Volume of the packed Consignment mentioned in quotation	
21	HSN Code indicated.	

We have gone through this checklist # and have duly filled it up. We have also read and understood the tender terms and conditions. The undersigned is competent to sign the tender document including this page on behalf of the quoting firm.

Date (Signature with Seal)

#This Checklist should be attached with the Technical Bid.

CHECKLIST-2
(BIDDER SHOULD FILL UP THIS SHEET)

	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		
Details of MSME, NSIC, Startup Firm, Make in India Preference and whether goods / services registered is same as the tendered items.	Required to provide registration no., validity date, items registered. **(Provide supporting documents with technical bid.)**		
Class of local supplier and percentage of local content	Class-I/Class-II / Non Local Supplier		
Quotation No.	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	FOR CSIR-NML		
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	Not required		
Installation & Commissioning	Required to confirm, if appl.		
Training	Required to confirm, if appl.		
Acceptance Test	Required to confirm, if appl.		
Warranty	Required to confirm, if appl.		
Extended Warranty	Not applicable.		
LD Clause	Required to confirm.		
AMC	Required to confirm.		

Annexure–XIX

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 :

Annexure–XX

FORM OF NO CLAIM CERTIFICATE
(On company letterhead)

To,

Name & Address of CSIR Labs/Instts _____

Attention:

NO CLAIM CERTIFICATE

Sub: Contract Agreement no. .....dated ..... for the supply of .....

We have received the sum of Rs. .....(Rupees ..... only) in full and final settlement of all the payments due to us for the supply of .... under the abovementioned contract agreement, between us. We hereby unconditionally and without any reservation whatsoever, certify that with this payment, we shall have no claim whatsoever, of any description, on any account, against afore said contract agreement executed by us. We further declare unequivocally, that with this payment, we have received all the amounts payable to us, and have no dispute of any description whatsoever, regarding the amounts worked out as payable to us and received by us, and that we shall continue to be bound by the terms and conditions of the contract agreement, as regards performance of the contract.

Yours faithfully,

Signatures of Supplier or
Officer authorised to sign the contract documents
on behalf of the supplier
(company stamp)

Date: .....

Place: .....

Annexure–XXI

CERTIFICATE

[To be submitted by the bidding/participating firm in their letter Head]

With reference to NML tender Enquiry bearing No. ..... dated ..... it is certified that:

We have read clause regarding restriction on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; We certify that the bidder is not from such a country or, if from a such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the competent Authority. A valid certificate issued by the Competent Authority has been attached with the bid. I hereby certify that this bidder fulfill all requirements in this regard and is eligible to be considered. (As per requirements under P-45021/112/2020-PP(BE-II)(E-43780) dated 24.08.2020 of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade and any amendments thereon.)

For and on behalf of M/s.....

[Seal of the firm]

Place:- .....

Date:-.....

TO BE SUBMITTED ON COMPANY'S LETTERHEAD

NEFT/RTGS/ECS DETAILS FOR CONTRACTORS

1	Bank Account No.
2	Beneficiary Name:
3	Address:
4	BANK & Branch Name:
5	Address:
6	MICR Code:
7	Branch Code
8	IFSC Code:
9	VAT NO.
10	PAN No.
11.	SERVICE TAX REGISTRATION NO.
12.	GST No.
13.	EPF REGN. NO
14.	ESI REGN. NO.
15.	CONTACT NO. & E MAIL ID:
16.	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)