Tender No.57(36)2024-PUR/T-11 dated 08/10/2024

Open Tender Enquiry (OTE)
for

Supply and Installation of
Rotatory Disc mill with dust exhausting System

CSIR - NATIONAL GEOPHYSICAL RESEARCH INSTITUTE
(Council of Scientific & Industrial Research)
UPPAL ROAD, HYDERABAD-500 007, Telangana, INDIA
Tel: 91 40 2701 2486 / 2701 2370; Fax:+91 40 27171564;
Email: purchase@ngri.res.in

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बोली-आमंत्रण / निविदा आमंत्रण सूचना / **INVITATION FOR BIDS / NIT**

Tender No.57(36)2024-PUR/T-11 dated 08/10/2024

महोदय / महोदया

Sirs / Madam

Sub: Quotation for Supply and Installation of Rotatory Disc mill with dust exhausting System

CSIR- National Geophysical Research Institute, Hyderabad, India is one of the premier laboratories under Council of Scientific and Industrial Research, an autonomous body under Department of Scientific and Industrial Research (Government of India), New Delhi. CSIR-NGRI is a Science and Knowledge based Research, Development and Consulting Organization. It is internationally known for its excellence in Scientific Research in Earth Sciences.

The Director, **CSIR – National Geophysical Research Institute**, Uppal Road, Hyderabad – 500 007, TELANGANA, INDIA, herein after called as the 'Purchaser' is interested in the purchase of below mentioned material (s). Kindly submit quotation online at etenders.gov.in on or before **29.10.2024 – 2.30 p.m.**

क्रमांक Sl. No	सामग्री-विवरण Description of items	मात्रा Quantity	Single / Two Bid	Bid Security (EMD) / Bid Security Declaration Form
1.	Supply and Installation of Rotatory Disc mill with dust exhausting System as per the specifications detailed in chapter 4	As detailed in Chapter 4	Two Bid	Bid Security Declaration Form-4

1. Interested Bidders may obtain further information from the office of the:
   Stores & Purchase Officer,
   CSIR-National Geophysical Research Institute,
   Uppal Road, Hyderabad – 500 007,India.
   Tel: 0091 40 27012486 / 27012370 - Fax: 0091 40 27171564, e-mail: purchase@ngri.res.in

2. E-Bids are invited through the electronic tendering process and the Tender Document can be downloaded from the e-Tender Central Public Procurement Portal (CPPP) of Government of India, https://etenders.gov.in. A copy of the Tender Document is also available on CSIR-NGRI Website, www.ngri.org.in. **The submission of e-Bids will be only through the e-Tender portal** https://etenders.gov.in. Bids **will not be accepted in any other form.** The prospective bidders should adhere to deadlines specified in Tender Details Screen corresponding to this Tender on E-Tender portal **https://etenders.gov.in.**

   The Part- I Techno commercial un-priced bid should accompany certified copy of the EMD/ Bid security Declaration Form as indicated above. The bids must be submitted through e-procurement (https://etenders.gov.in) **on or before 29/10/2024 upto 2.30 P.M and the same shall be opened on next day i.e., 30/10/2024 at 2.30 P.M.**

3. All bids must be accompanied with **BS/EMD** (Bid Security / Earnest Money Deposit) as specified above in the table or **BSD** (Bid Securing Declaration) as per **Form-4**. The BS/EMD must be submitted either through online (e-Payment) or through Post/Courier in case of submission of BS/EMD in the form of A/c Payee DD/ Banker's Cheque/ Bank Guarantee/ FDR on or before the due date & time as indicated above. Bids will

be opened online only on the specified date and time. Scanned copies of documents in support of BS/EMD or BSD should be uploaded along with the Bid Document in CPP Portal. The UTR Reference w.r.t online payment towards BS/EMD or BSD should be submitted along with the Bid Document. In the event of the date specified for opening of bids being declared as a closed holiday for Purchaser's Office, the opening of bids will be done in the next working day at the scheduled time. **The Bids received without BS/EMD or BSD will summarily be rejected.**

The following are the e-payment details: RTGS payment in the name of Director, NGRI, Hyderabad as per the following details:

Name of the Bank:	State Bank of India
Address, Postal Code City:	Habshiguda, Uppal Road, Hyderabad-500 007, India
Account Holder:	Director, NGRI
Account No.:	62047041033
IFSC code:	SBIN0020087

Note: A/c Payee DD/ Banker's Cheque/ Bank Guarantee/ FDR etc in original towards BS/EMD should be reached CSIR-NGRI (Office of Stores & Purchase Dept.) on or before the due date and time for submission of bids as indicated above. The above referred original documents should be submitted in sealed cover with concerned CSIR-NGRI Tender Reference (CPPP Tender Reference) & CPPP Tender ID and with due date and opening date. These shall be written / superscripted neatly on the tender cover.

The Director, CSIR-NGRI reserves the right to accept or reject any or all tenders either in part or in full or to split the order without assigning any reasons there for.

बोली जमा करने की अंतिम तारीख / **Last Date for submission: 29/10/2024 up to 2.30 p.m.**
बोली खोले जाने की तारीख **/ Date of Opening : 30/10/2024 – 2.30 p.m.**

The invitation to bid is open to all suppliers who are declared as Class I local supplier or Class II local supplier as per the DPIIT Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Ministry of Commerce and Industry, Government of India and any amendments thereon and should also Comply with Make in India Order No.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.

निबंधन और शर्तें / TERMS AND CONDITIONS

1. The quotation must be in the form furnished by the Purchaser and should be free from corrections/erasures. In case there is any unavoidable correction it should be properly attested. If not the quotation will not be considered. Hand written Quotations will not be considered.

2. It may kindly be noted that your bid should be in **two part and** accompany **EMD** / **Bid Security Declaration Form as per the FORM-4** ~~on the event of award of Contract in your favour, you need to submit a Performance Bank Guarantee @ 3% of the basic cost valid for a period of 2 Months beyond the Warranty period~~.

3. The mode of submission of tender will be online through **etenders.gov.in** only

4. The acceptance of the quotation will rest with the competent authority of **C.S.I.R-NGRI, Hyderabad, Telangana, India,** who does not bind himself to accept the lowest quotation and reserves the right to himself to reject, or partially accept any or all the quotations received without assigning any reason.

5. Price quoted should be net and valid for a minimum period **of 90** days from the date of opening of the quotation.

6. The bidder must submit the applicable Price Schedule Form as annexed to the BOQ in etenders.gov.in / Tender Document.

7. Complete specifications with manufacturer's Name and address should be given while quoting. Literature / brochures / pamphlets / technical data sheets / drawings must be enclosed with the quotation wherever applicable.

8. Prices are required to be quoted in units indicated in the enquiry. When quotations are given in terms of other units, relationship between two sets of units should be furnished. Quantity discounts, if any should also be indicated. The items should be quoted indicating the serial No. of our RFQ.

9. The bidder must
   1. Quote of currency must be Indian Rupee only
   2. Comply with Make in India Order No. No.P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Ministry of Commerce and Industry, Government of India and any amendments thereon.
   3. Comply with Order No.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.

10. This Lab./Instt. is registered with Dept. of Scientific & Industrial Research, Govt. of India and GST & IGST are liveable vide Notification No.47/2017-Integrated Tax (Rate) and Notification No.45/2017-Central Tax (Rate) both dated 14th November, 2017 and any amendments thereon. CSIR-NGRI will not be the importer in any case, hence no documents (including CDEC-Customs Duty Exemption Certificate) shall be issued by CSIR-NGRI for customs Clearance.

11. The mode of dispatch/transportation of the items must be by Air / Road only.

12. Delivery period required for supplying the material should be invariably specified in the quotation. The offered delivery period shall have to be strictly adhered to in case an order is placed.

13. Liquidated Damages Clause for delays: As per clause 2.27 of GCC in the tender document.

14. If the deliveries are not maintained and due to that account the purchaser is forced to buy the material at your risk and cost from elsewhere, the loss or damage that may be sustained there by will be recovered from the defaulting supplier.

15. All supplies are subject to inspection and approval before acceptance. Manufacturer warranty certificates and manufacturer/Government approved lab test certificate shall be furnished along with the supply, wherever applicable.

16. IT / GST TDS would be recovered as per applicable rule / regulations / provisions of law.

17. Kindly furnish your PAN & GST Number etc. in your quotation for our records.

18. Our normal payment terms are as mentioned in G.C.C and S.C.C. All disputes shall be settled in the courts of **Hyderabad** Jurisdiction only. Details available under clause 2.32 of GCC as given in tender document.

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

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

21. Purchase Preference to Micro and Small Enterprises (MSEs) and Purchase Preference linked with MAKE IN INDIA Order shall be applicable subject to full compliance of other terms and conditions of the RFQ / NIT and Contract, as per Government of India procurement policies.

    The purchaser intends to give purchase preference to:

    1. Make in India (as per Order No.P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Ministry of Commerce and Industry, Government of India. The preference to Public Procurement (Preference to Make in India) Order 2020" shall be subject to meeting technical specifications and full compliance of other terms and conditions of the RFQ / NIT and Contract.

    2. Products / goods manufactured by micro and small enterprises as per MSE order 2012 and any amendments thereon. If the bidder wants to avail the Purchase preferences, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the preview of public procurement policy for micro and small enterprises. In respect of bid for services, the bidder must be the service provider of the offered service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. The aforesaid Policy is meant for procurement of only goods produced and Services rendered by MSEs and not for any trading activities by them. An MSE unit will not get any Purchase Preference over any other MSE Unit.

       In case a bidder is eligible to seek benefit under Purchase PP- MAKE IN INDIA policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against only one of the two policies i.e. either MAKE IN INDIA OR MSE policy in BID FORM. The option once exercised cannot be modified subsequently.

       Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy.

22. Instruction to Bidders, General Conditions of Contract applicable to open tenders originating from S&P division along with different formats can be viewed on our website: www.ngri.org.in under the head tenders or in tender document.

भंडार एवं क्रय अधिकारी

STORES AND PURCHASE OFFICER

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3	Schedule of Requirements
4	Specifications and Allied Technical Details
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6	Qualification Requirements
7	Contract Form
8	Other Forms

CRITICAL DATE SHEET

Sl. No.	Stage	Date & Time
1.	Publish Date & Time	**08-10-2024**
2.	Clarification Start Date	**Not applicable**
3.	Clarification End Date	**Not applicable**
4.	Pre-Bid Conference	**Not applicable**
5.	Bid Submission Start Date & time	**15-10-2024 – 5.00 p.m.**
6.	Bid Submission End Date & Time	**29-10-2024 – 2.30 p.m.**
7.	Bid Opening Date & Time	**30-10-2024 – 2.30. p.m.**

TENTATIVE TIME SCHEDULE OF PROCUREMENT PLANNING

Sl. No.	Stage	Tentative Time Frame
1.	Date of Bid Opening	XX
2.	Date of Completion of Bid Evaluation	XX + 60
3.	Date of communication of Rejection of Bids	XX + 70
4.	Date of Receipt of context, if any, from Bidders	XX + 80
5.	Notification of Award	XX + 90

CHAPTER – 1 INSTRUCTIONS TO BIDDERS

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A. Introduction

1.1. Eligible Bidders

1.1.1 This Invitation for Bids is open to all subject to para 21 of the invitation for bids and clause 1.1 through 1.1.11 of ITB.

1.1.2 Class-I Supplier (Minimum 50% Local Content) or Class-II Supplier (Minimum 20% Local Content) only as per the Order No.P45021/2/2017-PP (BE-II)dt :16 September 2020 issued by DPIIT, Ministry of Commerce & Industries, Govt of India and subsequent Orders issued by DIPP, Ministry of Commerce and Industries, GoI shall be applicable.

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

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

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

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

(d) MSEs owned by women shall also be determined as per the aboveanalogy/criteria. Documents in support of claim must be submitted along with the bid.

1.1.4 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.

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

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

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

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

1.1.9 **Eligibility in case of Land Border Share:**

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

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

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

b. A subsidiary of an entity incorporated, established or registered in such acountry; or

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

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

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

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

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

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

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

   Explanation-

   a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

   b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

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

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

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

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

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

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

1.1.10 An agent is a person employed to do any act for another, or to represent another in dealings with third person. Further the following certificate has to be submitted by the bidder.

"I have read the clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered."

Date: (Name & Signature of bidder)

(Where applicable, evidence of valid registrations by the competent Authority shall be attached)

1.1.11 **Eligibility with respect to Make In India**

(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 no.P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Ministry of Commerce and Industry, Government of India, shall be eligible to bid irrespective of purchase value.

(b) Only 'Class-I local supplier' and 'Class-Il 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-Il local suppliers'. In procurement of all goods, services or works, not covered by sub- para 3(a) of Order no.P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Ministry of Commerce and Industry, Government of India, and with estimated value of purchases less than Rs 200 Crore, in accordance with Rule 161(iv) of General Finance Rules, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

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**

1) The Purchaser as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to suo-moto proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and
2) 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;
3) To encourage voluntary disclosures, such declarations would not mean automatic

disqualification for the bidder making such declarations. The declared conflict of interest would be evaluated and mitigation steps, if possible, taken by the purchaser. Similarly, voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidder's actions in the tender and subsequent contract.

1.3.4 **Punitive Provisions**

Without prejudice to and in addition to the rights of the Purchaser to other penal provisions as per the bid documents or contract, if the Purchaser comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the purchaser may take appropriate measures includingone 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 theprocurement;
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 processingmay 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 are available to bidders as indicated in the Invitation for Bids/NIT, free of cost.

1.5 **Content of Tender Documents**

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

Chapter 1: Instructions to Bidder (ITB)
Chapter 2: General Conditions of Contract (GCC) and Special Condition of Contract (SCC)
Chapter 3: Schedule of Requirements
Chapter 4: Specifications and Allied Technical Details
Chapter 5: Price Schedule Forms
Chapter 6: Qualification requirements
Chapter 7: Contract Form
Chapter 8: Other Standard Forms comprising:

1. Bidder Information Form
2. Manufacturers' Authorization Form (MAF) (Specific to this tender)
3. Bid Security Form
4. Bid Securing Declaration.
5. Performance Statement Form
6. Deviation Statement Form
7. Service Support Detail Form
8. Bid Form
9. Performance Security Form
10. Acceptance Certificate Form
11. Integrity Pact (need to be submitted where the estimated cost is exceeding more than Rs.3.000 Crores.)

12. Format of declaration of abiding by the code of integrity and conflict of interest to be submitted by the bidder.
13. Price Schedule - (BOQ)
14. Bank Guarantee form for advance payment
15. Format of Affidavit of self-certification regarding domestic value addition
16. Format of Certificate to be provided by bidder in case of subcontracting.
17. Format of self declaration to be provided by bidder
18. Format for declaration of local content (local value addition)

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 substantiallyresponsive 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.

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

1.7 **Amendment of Tender Documents**

1.7.1 At any time prior to the deadline for submission of the bids, the Purchaser may, for any reason whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender documents by floating Corrigendum to the etenders portal (**https://etenders.gov.in/eprocure/app).** Allprospective bidders are expected to surf the etenders website before submitting their bids and las date of bid submission, whichever is later to take cognizance of the amendments.

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

C. PREPARATION OF BIDS

1.8 **Language of Bid**

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

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**

A. Purchase Preference Policy in respect of MSEs

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 Micro and Small enterprises and disadvantaged sections of the society and to address environmental concerns along with preferential market access in govt. procurements.

1.9.2 A bidder in the category of Micro and Small Enterprises (to be supported by valid documents – to be uploaded along with technical bid), qualifying for price-bid and quoting price within price band of L1+15 percent 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 Micro and Small Enterprise shall be allowed to supply upto 25 percent of the total tendered value (ratio of non-MSME and MSME will be 80:20).

1.9.3 In case more than one such Micro and Small Enterprise, the supply shall be shared proportionately.

1.9.4 If the lowest is MSME then the entire order will be finalized on L1.

B. **Purchase Preference Policy in respect of Make in India**

a. Subject to the provisions of Order No.P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Ministry of Commerce and Industry, Government of India and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.

b. In the procurements of goods or works, which are covered by para 3(b) of Order no.P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Ministry of Commerce and Industry, Government of India above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-Il local supplier' as well as 'Non-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 fall1ng 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.

iii. 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 stiL1 left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

c. In the procurements of goods or works, which are covered by para 3(b) Order No.P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Ministry of Commerce and Industry, Government of India and which are 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-Il local supplier' as weL1 as 'Non-local supplier', as per following procedure.

i. Among all qualified bids. the lowest bid will be termed as L 1 . If L1 is 'Class-1 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 fall1ng 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.

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

e. **Minimum Local content:** The local content requirement to categorize a supplier as “Class-I local supplier’ is minimum 50%. For “Class-II local supplier’, the local content requirement is minimum 20%. Nodal Ministry / Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as Class-I local supplier / Class-II local supplier’. For the terms for which Nodal Ministry / Department has no prescribed higher minimum local content notification under the order, it shall be 50% and 20% for Class-I local supplier / Class-II local supplier’ respectively. The margin of purchase preference shall be 20%

f. **Local content can be increased** through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them.

g. Verification of local content

1. The '*Class-I* local supplier'/ '*Class-II* local supplier' at the time of tender, bidding or solicitation shall be required to provide self certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
2. In cases of procurement for a value in excess of ₹ 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
3. Decision on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into the procurement related complaints relating to the procuring entity.
4. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditors/ accountant's certificates on random basis and in the case complaints.
5. Nodal Ministries and procuring entities may prescribe fess for such complaints.
6. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Finance Rules along with such other actions as may be permissible under law.
7. A supplier who has been debarred by any procuring entity for violation of the this order shall not be eligible for preference under the said order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph below:

The Department of Expenditure shall issue suitable instructions for the effective and smooth operation on this process so that:

The fact and duration of debarment for violation of this order by any procuring entity are promptly brought to the notice of the Member-Convener of the Standing Committee and the Department of Expenditure though the concerned Ministry / Department or in some other matter.

On a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s) In respect of procuring entities other than he one which has carried out the debarment the debarment takes effect prospectively from the date of uploading on the website(s) in such a matter that ongoing procurements are not disrupted.

1.9.5 Purchase Preference to Micro and Small Enterprises (MSEs) and Purchase Preference linked with MAKE IN INDIA Order shall be applicable subject to full compliance of other terms and conditions of the RFQ / NIT and Contract. As per Government of India procurement policies.

The purchaser intends to give purchase preference to :

1. Make in India (as per Order no.P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Ministry of Commerce and Industry, Government of India. The preference to Public Procurement (Preference to Make in India) Order 20120" shall be subject to meeting technical specifications and full compliance of other terms and conditions of the RFQ / NIT and Contract.

2. Products / goods manufactured by micro and small enterprises as per MSE order 2012 and any amendments thereon. If the bidder wants to avail the Purchase preferences, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the preview of public procurement policy for micro and small enterprises. In respect of bid for services, the bidder must be the service provider of the offered service. Relevant documentary

evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. The aforesaid Policy is meant for procurement of only goods produced and Services rendered by MSEs and not for any trading activities by them. An MSE unit will not get any Purchase Preference over any other MSE Unit.

In case a bidder is eligible to seek benefit under Purchase PP- MAKE IN INDIA policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against only one of the two policies i.e. either MAKE IN INDIA OR MSE policy in BID FORM. The option once exercised cannot be modified subsequently.

Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy.

1.9.6 For price matching opportunities and distribution of quantities among bidders (bidder's option to avail any one out of two applicable purchase preference policies, i.e., MAKE IN INDIA 2020 or PPP-2012 will be considered), the precedence shall be in the following order:

1 Public Procurement Policy for MSE 2012

2 Purchase Preference MAKE IN INDIA 2020

1.9.5 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), Make in India and disadvantaged sections of the society and to address environmental concerns along with preferential market access in Govt. procurements.

1.9.6 For the above purpose under Make In India provisions, local supplier means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed in DIPP Order No. P45021/2/2017-PP (BE-II) dated: 16 Sep 2020 or by the competent Ministries/Departments in pursuance of this order and local content means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

1.9.7 The bidders offering imported products will fall under the category of Non- local suppliers. They can't claim themselves as Class-I local supplier/ Class- II local supplier by claiming profit, warehousing, marketing, logistics, freightetc. as local value addition.

1.10. **Documents Comprising the Bid**

1.10.1 The bid prepared by the Bidder shall include:

A. Technical bid

(a) Bidder Information Form;
(b) Declaration abiding by the Code of Integrity and no conflict of interest for public procurement;
(c) Bid Security as specified in the Invitation to Bids;
(d) Service support details Form;
(e) Deviation Statement Form;
(f) Performance Statement Form;
(g) Manufacturer's Authorization Form, in case Bidder is not the OEM (Specific to this tender)
(h) Documentary evidence establishing that the bidder is eligible to bid and isqualified to perform the contract if its bid is accepted;
(i) Integrity Pact, if required (need to be submitted where the estimated cost is exceeding more than Rs.3.000 Crores.)
(j) Documents establishing goods eligibility and conformity to bidding documents; indicating HSN No
(k) Schedule of requirements .
(l) Self certification that the item offered meets the minimum local content of 50% giving details of the location)s (at which the local value addition is made in case the bidder wishes to avail the benefits under the make in India policy, if applicable.
(m) In cases of procurement for a value in excess of ₹ 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company) in the case of companies (or from a practicing cost accountant or practicing chartered accountant) in respect of suppliers other than companies (giving the percentage of local

content to avail the benefits under the make in India policy, if applicable.

(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) Other documents, if any

B <u>Price bid</u>

a. Bid form;

b. Applicable Price Schedule Form (BoQ); Price break-up of individual items to be up-loaded in pdf. Format along with the Price Bid.

c. Any other document related to price information.

1.11 **<u>Bid form and Price Schedule Form</u>**

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

1.12 **<u>Bid Prices</u>**

1.12.1 The Bidder shall indicate on the appropriate price schedule form (provided as BoQwith the Tender), 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:

For Goods manufactured within India

(a) The price of the goods quoted Ex -works including taxes already paid.

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

(c) 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.

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

(e) The Excel Sheet will automatically calculate the Total Bid Price. The bidders are advised to check for this Final bid price before submission, as the Bid is to be evaluated on this price only.

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

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

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

1.12.6 The Purchaser is registered with Dept**.** of Scientific & Industrial Research, Govt**.** of India for purpose of availing Customs Duty exemption in terms of Notfn. No. 51/96-Customs dt. 23-07-1996, Notfn. No. 47/2017-Integrated Tax (Rate) dt. 14-11-2017 and Notfn. No. 45/2017-Central Tax (Rate) dt. 14-11-2017, Notfn. No. 45/2017-Union Territory Tax (Rate) dt. 14-11-2017, as per amended from time to time. However, CSIR-NGRI will pay **full GST** as applicable as the case may be as per Notification No. 11/2022-Central Tax (Rate), Integrated Tax (Rate) and Union Territory (Rate) dt.13-07-2022 of Ministry of Finance (Department of Revenue), Government of India

1.12.7 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.

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

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

1.13 **Bid Currencies**

Prices shall be quoted in Indian Rupees for offers received for supply within India and in freely convertible foreign currency in case of offers received for supply from foreign countries i.e. domestic tenderers are to quote and accept their payment in Indian currency; Indian agents of foreign suppliers are to receive theiragency commission in Indian currency; cost of imported goods & services rendered in India, which are directly imported against the contract, may be quoted in foreign currency (currencies). **Not applicable in case of Open Tender Enquiry (OTE), as Bids to be submitted in Indian Rupees only**

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) specific to this tender 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 certificateto 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.
d) Make in India local content declaration
e) MSE certificate, if applicable.
f) Registration certificate as per order No.P-45021/112/2020-PP(BE-II)(E-43780) dated 24.08.2020, if applicable

1.4.3 Conditional tenders shall not be accepted at all.

1.15 **Documents Establishing Goods' Eligibility and Conformity to BiddingDocuments**

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 goodsand services offered which shall be confirmed by a certificate of origin at the timeof 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 formof literature, drawings and data, and shall consist of:

a) A detailed description of the essential technical and performance characteristics of the goods;
b) A list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods during the warranty period following commencement of the use of the goods by the Purchaser in the Price-bid; and
c) An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions ofthe 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 onlyand not restrictive. The Bidder may substitute these in its bid, provided it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

1.15.4 Alternate offers/makes/models is not allowed. Hence it is advised herewith to quote for a single make and model throughout the tender.

1.16 **Bid Security**

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

1.16.2 The Bidder shall furnish, as part of its bid, a bid security (BS) for an amount as specified in the Invitation for Bids. The BS shall be submitted by the manufacturer or their specifically authorized dealer/bidder.

1.16.3 The bid security can be furnished in form of Bid Securing Deceleration (BSD) as per format given in Annexure 4. Alternatively**,** the bid security can be submitted in one of the following forms in Indian Rupees at the bidders' option:

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.

a) Fixed Deposit receipt pledged in favour of the Lab. /Institute.

b) Through RTGS/NEFT to the Bank Account of Purchaser as given in Annexure 16;

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

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 1.16.8 are invoked.

1.16.5 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 periodof bid validity or placement of order whichever is later, without any interest.

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

1.16.7 Bidders those are currently registered with the purchaser or registered as MSEs will continue to remain registered during the tender validity period also and are exempted from payment of EMD. In case the tenderer falls in these categories, the bidder should furnish a certified copy of its valid registration details. Except for MSEs, this exemption is valid for the trade group upto the monetary value of registration only. The MSEs are exempted from the payment of Bid Security provided the goods are produced and the services are rendered by them and not for any trading activities undertaken by them. Further firms who are having Udyog AadharMemorandum 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:

i. District Industries Centre
ii. Khadi and Village Industries Commission
iii. Khadi and Village Industries Board
iv. Coir Board
v. National Small Industries Corporation
vi. Directorate of Handicraft and handloom and
vii. Any other body specified by the Ministry of MSME

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

1.16.9 The bid security may be forfeited:

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

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

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

1.17 **Period of Validity of Bids**

1.17.2 Bids shall remain valid for minimum of 90 days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

1.17.3 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 bemade 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.

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

D. Submission of Online Bids

1.18.5 **Format of submission of Bid**

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

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

1.18.3 In case the bids are invited on two-cover basis, the Bidder shall submit the bids intwo separate parts . One part shall contain Technical bid comprising all documentslisted under clause relating to Documents Comprising the Bid excepting bid form and price schedules. The other part shall contain the priced-bid comprising bid form and price schedules. In case if bidder submitting financial bids in a technical cover it would be considered for further evaluation at the risk & responsibility of the bidder.

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

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

1.19.1 The bidders may submit their bids **online**. (Bids received by courier / post / FAX/E-mail would not be considered for evaluation.)

1.19.2 In the case of bids invited on two-part basis, the Bidder shall submit online the un-priced commercial and technical bid comprising the documents as listed in ITB 1.10. and the priced bid **online.**

1.19.3 The bids should be submitted online only

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

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

1.19.5 **Online Submission of bids**

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

1.20 **Deadline for Submission of Bids**

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

1.21 **Late Bids**

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

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

a) Bidder can modify the bids any number of times online between bids submitted start date up to bid submitted end date.

b) Bids can be withdrawn online at any time between bids submitted start dateup to bid submitted end date with proper justification

E. Opening and Evaluation of Bids

1.23 **Opening of Bids by the Purchaser**

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

1.23.2 The Purchaser will upload bid opening summary within 48 hours of opening of bids.

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

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 suchprocess until publication on CPPP at each stage.

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 thediscretion of the purchaser. Any clarification submitted by a bidder in respect to its bid which is not in response to a request by the purchaser shall not be considered.

1.26 **Preliminary Examination**

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

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

a. Bid Form and Price Schedule, in accordance with ITB Clause 1.9;
b. All the tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the tender enquiry document .The tenders, who do not meet the basic requirements, are to be treated as unresponsive and ignored .The following are some of the important points, forwhich a tender may be declared as unresponsive and to be ignored, during theinitial scrutiny:
    1. The Bidder is not eligible.
    2. The Bid validity is shorter than the required period.
    3. The Bidder has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer.
    4. Bidder has not agreed to give the required performance security or has not furnished the bid security.
    5. The goods quoted are sub-standard, not meeting the required specification, etc.
    6. Against the schedule of Requirement (incorporated in the tender enquiry), the bidder has not quoted for the entire requirement as specified in that schedule.
    7. The bidder has not agreed to some essential condition(s) incorporated in the tender enquiry

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

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

a. 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.
b. 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;

c. 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.

d. 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 procurementprocess;

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

f) Cancellation of the procurement process except where it is intendedto 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 maynot subsequently be made responsive by the Bidder by correction of the materialdeviation, 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 theBidder 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 shallprevail 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 theunit 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 purchaserwithin a target date. In case, no reply is received then the bid submitted shall be ignored and its Bid Security may be forfeited.

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

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

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

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

1.31.1. **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 technical bid opening (Financial bid in the case of two cover system). 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. - Not applicable in case of Open Tender Enquiry (OTE), as Bids to be submitted in Indian Rupees only

1.32. **Evaluation and comparison of bids**

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

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

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

1.32.4. Purchase preference shall be given to all Class I and Class II local suppliers in all procurements undertaken by the purchaser in the following manner:

a. Where the purchaser has restricted the eligibility of suppliers to Indian suppliers only as per para 21 of the invitation to bid

b. In the procurements of goods or works, which are covered by para 3(b) of Order no.P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Ministry of Commerce and Industry, Government of India and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-Il local supplier' as well as 'Non-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 L 1.

(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.

c. In the procurements of goods or works, which are covered by para 3(b) of Order no. P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Ministry of Commerce and Industry, Government of India and which are 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-Il local supplier as well as 'Non-local supplier', as per following procedure.

i. Among all qualified bids. the lowest bid will be termed as L1 . If L1 is 'Class-1 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.

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

e. Margin of Purchase Preference will be as per Order no.P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Ministry of Commerce and Industry, Government of India

1.32.5. The bids shall be evaluated on the basis of final landing cost which shall be arrivedas under:

For goods manufactured in India

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

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

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

1.32.8. 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 1.23, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

1.33.2. 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 1.13.

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 1.36, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. The details ofthe 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 termsand 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 lastdate 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, withoutthereby 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 mailthat the bid has been accepted and a separate purchase order shall follow throughpost.

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

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

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

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 Purchaserhas 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

(b) NEFT/RTGS

(c) A Fixed Deposit Receipt pledged in favour of the Purchaser.

1.43.6 The performance security will be discharged by the Purchaser and returned to theSupplier 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 PerformanceSecurity (PS). Even after extension of time, if the PS is not received, the contract isliable 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 offeris accepted, award the contract to the next successful bidder at the price bid of thefirst 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 BankGuarantee 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) : Not applicable**

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

1.45 **<u>Integrity Pact</u>**

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, notto 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 beconsidered 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 ofthe 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 theanti-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 andshall 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 theevent of the need of IP is as detailed in the SCC.

1.45.7 The modal format of IP is under 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 tothem:

(a) "Contract" means the Contract Agreement entered into between the Purchaserand 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 theCouncil situated at any designated place in India as specified in SCC.

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

(o) For definitions regarding terms in Make in India please refer to order no. P-45021/2/2017-PP (BE-II) dated 16.09.2020 by Ministry of Commerce and Industry, Government of India and any amendment / revisions thereof.

(p) For definitions regarding terms in MSE refer MSE order 2012 and amendments and revisions thereof.

(q) For registration of bidders quoting for products from countries that share land border with India refer to Order No.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.

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 ofthe following:

a) Cancellation of the relevant contract and recovery of compensation for lossincurred by the purchaser;
b) Forfeiture or encashment of any other security or bond relating to theprocurement;
c) Recovery of payments including advance payments, if any, made by the Purchaser along with interest thereon at the prevailing rate.
d) 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 leveloffi cer, 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 shallbe jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

2.5 Scope of Supply

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

2.6 Suppliers' Responsibilities

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

2.7 Contract price

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

2.8 Copy Right

2.8.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vestedin 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 suchmaterials 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 supersededby 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 theContract, 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 ofany document or information enumerated above except for purposes ofperforming 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 thePurchaser.

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'sfees 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 claimand any negotiations for the settlement of any such proceedings or claim.

2.13 Performance Security

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

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

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

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

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

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

(b) RTGS/NEFT (OR)

(c) A Fixed Deposit Receipt pledged in favour of the Purchaser.

2.13.6 The performance security will be discharged by the Purchaser and returned to theSupplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specifiedotherwise 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 Purchaserhas the powers to extend the time frame for submission of order confirmation andsubmission of Performance Security (PS). Even after extension of time, if the orderconfirmation /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 bidof 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 indicatedin the Contract. The packing shall

be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt andprecipitation 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 arespecified in SCC.

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

2.17 Insurance

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

ii. Following such termination, furnishing at no cost to the Purchaser, theblueprints, 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 beendelivered 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 loadingin 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 <u>Terms of Payment</u>

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. / Purchase Order / Contract

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 inthe 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 beingclaimed 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.

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

2.23 <u>Change Orders and Contract Amendments</u>

2.23.1 The Purchaser may at any time, by written order given to the Supplier pursuant toClause 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 opinionclause;

(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 <u>Assignment</u>

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 <u>Subcontracts</u>

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.

2.25.2 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

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, andfreight 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 <u>Termination for Insolvency</u>

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 <u>Termination for Convenience</u>

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 procuredby the Supplier.

2.32 <u>Settlement of Disputes</u>

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 inrespect 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 asunder:

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

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

2.32.5 Notwithstanding, any reference to arbitration herein,

(a) The parties shall continue to perform their respective obligations underthe Contract unless

they otherwise agree; and

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

2.33 Governing Language

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

2.34 Applicable Law

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

2.35 Notices

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

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

2.36 Taxes and Duties

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

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

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

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

2.36.5 **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 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.

(c) For electrical equipment more than 2KW it must be 3 phase operating voltage (440V)

2.39 Site preparation and installation

2.39.1 The Purchaser is solely responsible for the construction of the equipment sites in compliance with the technical and environmental specifications defined by the Supplier. The Purchaser will designate the installation sites before the scheduled installation date to allow the Supplier to perform a site inspection to verify the appropriateness of the sites before the installation of the Equipment, if required. The supplier shall inform the purchaser about the site preparation, if any, needed for installation, of the goods at the purchaser's site immediately after notification of award/contract. Unless otherwise specified anywhere else in this Tender Document, the Supplier has to complete the Installation/Commissioning within one (1) month from the date of arrival of the equipment in the Institute.

2.40 Risk Purchase Clause

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

2.41 Option Clause

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

2.42 Integrity Pact

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

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

2.43 Order Acceptance

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

2.44 Import and Export Licenses

2.44.1 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.

2.44.2 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.

B SPECIAL CONDITIONS OF CONTRACT

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Sl. No.	GCC Clause
01.	GCC 2.1.1 (m)
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06.	GCC 2.16.2
07.	GCC 2.17.1
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09.	GCC 2.22.1
10.	GCC 2.27.1
11.	GCC 2.27.1
12.	GCC 2.34.1
13.	GCC 2.35.1
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15.	GCC 2.43.2

Special conditions of contract (SCC)

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

S.N.	GCC Clause Ref	Condition
1	GCC 2.1.1(l)	The Purchaser is: **Director** CSIR – National Geophysical Research Institute, Uppal Road, Hyderabad – 500 007 - Telangana, India
2	GCC 2.1.1(m)	The Final Destination is: CSIR – National Geophysical Research Institute, Hyderabad, Telangana – 500 007, India
3	GCC 2.13.1	The amount of the Performance Security shall be 3% of the contract value. **Not applicable**
4	GCC 2.15.2	The marking and documentation within and outside thepackages shall be: (a) Each package should have a packing list within it detailing the part No(s), description, quantity etc. (b) Outside each package, the contract No., the name and address of the purchaser and the final destination should beindicated 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; 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'sinspector, if any; and h) Any other document(s) as and when required interms 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 2.16.2	In case of supplies from within India, the mode of transportation shall be by **Air/Rail/Road.**
7	GCC 2.17.1	The Insurance shall be for an amount equal to 110% of the **FOR destination** value of the contract from within "warehouse to warehouse (final destination)" on "all risk basis" including strikes, riots and civil commotion.
8	GCC 2.21.3	The period of validity of the Warranty shall be **THREE years** from the date of final installation, commissioning and as indicated under Chapter IV
9	GCC2.22.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: **<u>Payment for Goods and Services supplied from India:</u>** The payment shall be made in Indian Rupees, as follows: (a) On Shipment: 80 percent (Eighty %) of the Contract Price shall be paid on receipt of the Goods in good condition and upon submission of the documents specified in GCC Clause 16.1 (b) On Acceptance: 20 percent (Twenty %) of the Contract value shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate issued by the Purchaser subject to submission of performance security, if any. Note: All payments due under the Contract shall be paid after deduction of statutory levies at source (like ESIC,Income Tax, etc.), wherever applicable
10	GCC 2.27.1	The penalty shall be 0.5% per week or part of a week towards late delivery and towards delay in installation and commissioning
	GCC 2.27.1	The maximum amount of penalty shall be 10%
11	GCC 2.34.1	The place of jurisdiction is Hyderabad, Telangana, India.
12	GCC 2.35.1	For notices, the Purchaser's address is The Director Attention: Stores and Purchase Officer Location: CSIR – National Geophysical Research Institute, Uppal Road, Hyderabad – 500007 - Telangana, India
13	GCC 2.35.1	Telephone: :+91-040 – 2701 2486 / 2701 2370 Electronic mail address *spo@ngri.res.in* *and* *purchase@ngri.res.in*
14	GCC 2.42.1	Not Applicable
15	GCC 2.42.2	The name and contract details of IEMs are as under: Not Applicable

CHAPTER 3

Schedule of Requirements

Sl. No.	Description of the Item	Quantity
1	Supply and Installation of Rotatory Disc mill with dust exhausting System as detailed in the Chapter IV	1No.

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CHAPTER 3

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

SCHEDULE OF REQUIREMENT

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

Term of delivery: F.O.R Destination _____ (***NGRI Hyderabad, Telangana, India)*** (***retain only one***)

Period of delivery shall count from : _____
(to be filled by the bidder)
Scope of Supply : _____
Training requirement: _____
(*Location, no. of persons, period of training, nature of training)*
Date : ……
Place : ……**Signature of the Bidder**

Notes for Bidders:

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

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

(a) The 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

4.1 **End Use:** For R&D Purpose

4.2 **Specification**

Specifications for Rotatory Disc mill with Dust exhausting

Sl. No		Specifications
1	Base	Floor mounting
2	Range of output size	Up to 200 microns, 50-70 mesh
3	Initial feed size	< 20 mm
4	Adjustable gap setting range	0.2 to 5 mm
5	Pulverizing material	Geological samples (ores, rocks, minerals containing oxides, silicates
6	Chamber	Closed, sound proof grinding machine (Noise level below 76db as per guidelines of CPCB)
7	Grinding Disc/ Rotating Disc	Continuous adjustable
8	Fixed Disc	Material of construction for movable and fixed discs, should be capable of pulverizing any rock sample.
9	Safety Feature	Self-locking device that holds the hinged grinding chamber in place, and to allow easy and quick access to it for the removal of grounded sample & cleaning.
10	Disc Dia	200 mm (8 inch)
11	MOC Disc	Hardened stainless steel
12	Hopper volume	Not less than 2 ltrs
13	Throughput	150 kg/hr. or above
14	Warranty	Three (3) years of comprehensive warranty

4.3 **Scope of Supply and incidental works:**

4.4 **Inspection & Tests**

Will be done to check the efficiency and efficacy of the contractual supply.

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 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. 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 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 <u>Manufacturer's Inspection Certificate`</u>

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 <u>Pre Dispatch Inspection</u>. N.A.

4.4.4 <u>Acceptance Test</u>

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.

4.5 Training: As indicated in Chapter IV

4.6 Warranty: The warranty should be for a period of **36 months** from the date of acceptance as per the details indicated in the tender document and under Chapter IV.

Price Schedule Form

CHAPTER 5

PRICE SCHEDULE FOR GOODS BEING OFFERED

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

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

Note:

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

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

Total Bid price in INR _____

in words _____

Signature of Bidder _____

Name _____

Business Address _____

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

CHAPTER 6

Qualification Requirements

1. The bidder / Manufacturer / Principal Supplier should have supplied a minimum of one number of Rotatory Disc mill with dust exhausting System with the same specifications during the last three years to any Government Organisation / Research Organisation of repute / any CSIR laboratories / any Autonomous Organisation / PSU's of repute as on the last date of bid submission. Purchase order copy, installation certificate must be enclosed. The bidder should attach documentary proof along with the bid documents.

2. The bidder / Manufacturer / Principal Supplier should provide service support i.e. supply spares and repair defective units of the Systems supplied for a period of ten years. Service engineer / service facilities must be available in India for installation, training and support during warranty and post warranty. Details of service centre / facility and list of engineers available at Location in India to be furnished.

3. The Bidder as a Company / Joint venture Company (Joint Venture should have been formed before tender date) and should have proven capabilities in supply and installation of same or higher model.

4. The bidders must not have been under any declaration of ineligibility by any authority. A declaration to the effect should be furnished; A consistent history of litigation or arbitration awards against the applicant may result in disqualification;

5. The Bidder (manufacturer or principal of authorized representative) should not have suffered any financial loss for more than one year during the last three years.

6. The net worth of the Bidder (manufacturer or principal of authorised representative) should not be negative by more than 30% (thirty percent) in the last three years.

7. The other essential requirements / terms and conditions indicated under Chapter 4 will also become part of the other requirements and binding on the bidder.

8. **Bidder must comply with Make in India Order No.** P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Ministry of Commerce and Industry, Government of India and any amendments thereon.

9. **Bidder must be comply with Order** No.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.

   Documentary evidence in support of each of above points must be accompanied withTechnical Bid for further consideration and evaluation

   PLEASE NOTE: one or more of the qualification criteria / requirements could also have been mentioned in Chapter 4, viz. under technical specifications and therefore shall also deem to be part of this bid document/chapter for the purpose of determining eligibility.

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 Schedule
(f) The Purchaser's Notification of Award
(g) *[Add here any other document(s)]*

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

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

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

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

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

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

CHAPTER 8

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

Sl. No.	Name
01.	Bidder Information Form (to be enclosed with the technical bid)
02.	Manufacturers' Authorization Form (to be enclosed with the technical bid)
03.	Bid Security Form (to be enclosed with the technical bid)
04.	Bid Securing Declaration. (to be enclosed with the technical bid)
05.	Performance Statement Form (to be enclosed with the technical bid) - Not Applicable
06.	Deviation Statement Form (to be enclosed with the technical bid)
07.	Service Support Detail Form (to be enclosed with the technical bid)
08.	Bid Form (to be enclosed with the priced bid)
09.	Performance Security Form (to be enclosed with the technical bid)
10.	Acceptance Certificate Form (to be enclosed with the technical bid)
11.	Integrity Pact (to be enclosed with the technical bid duly signed) - **Not applicable**
12.	Format of declaration of abiding by the code of integrity and conflict of interest to be submitted by the bidder. (to be enclosed with the technical bid duly signed)
13	Price Schedule
14	Bank Guarantee form for advance payment
15.	Format of Affidavit of self-certification regarding domestic value addition (to be enclosed with the technical bid duly signed)
16	Format of Certificate to be provided by bidder in case of subcontracting. (to be enclosed with the technical bid duly signed)
17	Format of self declaration to be provided by bidder
18	Format for declaration of local content (local value addition)

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

Form –1

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	NAME AND ADDRESS OF BANK: BANK ACCOUNT NUMBER: TYPE OF ACCOUNT: IFSC CODE:
07.	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]*
08	COUNTRY OF ORIGIN OF PRODUCT (S):
09	ADDRESS OF THE PLACE OF MANUFACTURE / FACTORY / PLACE WHERE LOCAL CONTENT VALUE ADDITION IS DONE BY MANUFACTURER:
10	If item is imported and is from a country sharing land border with India, then Registration certificate details like number, date and validity date:
11	Are you a MSE registered for the Item under procurement: if Yes then furnish details of the certificate, date and validity along with copy of the same. Do you intend to opt for the purchase preference policies of Government of India as applicable to MSE in this tender?? If So, write Yes::
12	Do you intend to opt for the purchase preference policies of Government of India as applicable by Make in India circular? (if you have said yes to MSE preference above, then you cannot opt for this preference)
13	Are you Class I Vendor or Class II Vendor as defined by Make In India circular. It is mandatory to attach the certificate from the OEM for Local content percentage and place of value addition.
14.	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 _____

Form –2

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]*

Form–3

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.

Form –4

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)

Form –5

PERFORMANCE STATEMENT FORM

(For a period of last 5 years)

Name of the Firm…….

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

Signature and Seal of the manufacturer/Bidder …….

Place :

Date :

Form –6

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".

Form –7

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 :

Form –8

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 Clause2.44;

(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 orgratuity]*

Name of Recipient	Address	Reason	Amount

Form –9

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.

Form –10

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

Signature ……

Name ……

Designation ……

Name of the firm……

Date ……

For Purchaser

Signature……

Name……

Designation……

Name of the Lab/Instt……

Date……

Form –11

Format of Integrity Pact

Between

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

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

Preamble

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

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

Section 1 – Commitments of the Principal

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

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

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

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

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

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

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

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

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

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

(d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)//Contractors(s) of Indian Nationality

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

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

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

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): _____

FORM - 12

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

Form –13

PRICE SCHEDULE FORM FOR GOODS BEING OFFERED

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) The cost of AMC, if any shall be indicated separately

(b) Cost of Spares, if any

Total Bid price in Indian currency_____

in words _____

Signature of Bidder _____

Name _____

Business Address _____

Form –14

BANK GUARANTEE FORM FOR ADVANCE PAYMENT

To

_____(*name of Purchaser*)

_____(*address of Purchaser*)

_____(*name of Contract*)

Gentlemen:

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

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

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

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the contract until _____.

Yours truly,

Signature and seal:

Name of bank/ financial institution:

Address:

Date:

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

Form - 15

Format for Affidavit of Self Certification regarding Local Content in a R & D Equipment

TENDER NUMBER:

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) Order No.P-45021/2/2017 - PP (BE-II) dated 16.09.2020

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/-PP(B.E-II) dated 16.09.2020.

I agree to maintain the following information in the Company's record for a period of 8 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 PLACE OF LOCATION OF VALUE ADDITION:**

ii. R &D Equipment for which the certificate is produced

iii. Procuring entity to whom the certificate is furnished

iv. Percentage of local content claimed:

This is to certify that the information / details given above are true. If it is found at a later stage that any or all of the certification is found to be false or documents establishing value addition is not produced or insufficient I shall be liable for the false declaration. I shall co-operate with the nodal ministry or the procuring entity for verification of records establishing local content.

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

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

NOTE: AUTHORISED SIGNATORY AS PER THE PPMI ORDER

FORM – 16

(for details refer .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.)

Certificate for subcontracting

(Applicable and to be provided by bidder in case of subcontracting)

I have read the tender document of tender no. along with 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; I certify that this 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 fulfil all requirements in this regard and is eligible to be considered.

Signature of the bidder

Name of the Signatory

FORM – 17

(for details refer .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.)

Certificate by bidder for participation

I have read the tender document of tender no. along with clause regarding restriction on procurement from a bidder of a country which shares a land border with India I certify that this bidder is not from such a country or, if from a such a country, has been 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 fulfills all requirements in this regard and is eligible to be considered.

Signature of the bidder

Name of the Signatory

ANNEXURE 1 (NOT PART OF TENDER DOCUMENT)

(FOR ORDER AND ALL SUBSEQUENT AMENDMENTS PLEASE VISIT DOE / DIPP WEBSITES)

Public Procurement (Preference to Make in India),

Order 2017 No. P-45021/2/2017-PP (BE-II

Dated: 16th September, 2020

FORM – 18

Tender No. **dated**

As required under "Public Procurement (Make in India) P-45021/2/2017-PP (BE-II) dated 16/09/2020 from Ministry of Commerce and Industry"

We hereby, certify that quoted item to be offered by _____ ("The Company) meets the local content requirement for Class – I local Supplier / Class II local Supplier in terms of (a) 1.9.4 (a to f). Please Tick and sign the relevant class

We further confirm the following:

_____was incorporated in the India under the _____and have our registered address at _____India.

Majority of the company's Shareholding or effective control is exercised from India

More than 50% of the value of items being supplied are from India (For Class I)

(OR)

More than 20% but less than 50% of the value of items being supplied are from India.

Details of the Locations at which the value addition is made:

Locations	Local Value Addition in %

Note: 1. The value of "Local content" considered for the purpose of this certificate being the value of item procured excludes the Cost of Imported Content in Capital goods etc., that are already procured and owned by the Company and that would be used for offering the services in relation to the Tender as prescribed above.

2. Class-I Local Supplier as defined by Ministry of Commerce and Industry in the Order no. P-45021/2/2017-PP (BE-II) dated 16/09/2020, means the supplier or service provider whose goods, services or works offered for procurement, has local content equal to or more than 50%, Here the company owns the offered items that are already owned and majorly have imported content however the same is excluded for computation of local content since such items / services are Capital Assets of the company and the services are offered through those items / services and the materials and inputs used for providing such services have "local content" as defined in the order stated above, in terms of Clause 1.9.4 (a to f)