

	सीएसआईआर- भारतीय रासायनिक प्रौद्योगिकी संस्थान CSIR – INDIAN INSTITUTE OF CHEMICAL TECHNOLOGY	
	(वैज्ञानिक तथा औद्योगिक ँ नुसंधान परिषद् / Council of Scientific & Industrial Research	
	उप्पल रोड, हैदराबाद / Uppal Road, Hyderabad-500 007, (तलंगाना/Telangana), भारत/India	
	दूरभाष/Tel: +91 40 27191245 / 2719 1243 / 27191241 /2719 1246 ई-मल/Email: csiriicthyd@csiriict.in	
निविदा कललए नलमंत्रण। INVITATION TO TENDER		

निविदा सं./ TENDER ENQUIRY No. - PUR/IICT/DMS/412/23-24

निविदा दस्तावज / BID DOCUMENT FOR

सामग्रियों का विवरण / ITEMS DESCRIPTION

“Supply & Installation of Fully automated State of the Art 4-circle Kappa dual source microfocus (Mo & Cu) single crystal X-ray diffractometer with high-end, large area detector and low-temperature device attachment as per the Specifications”

e-Bids under TWO BID System (Technical Bid and Financial / Price Bid) shall be submitted through Central Public Procurement Portal(CPPP) (URL:<https://etenders.gov.in/>) only

Bidder must necessarily comply with conditions of ‘Make in India(MII)’ Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Ministry of Commerce and Industry, Government of India (Gol), as amended from time to time, as on the date of issue of tender and related instructions of the Gol.

सम्पर्क/ contact-

भंडार एव क्रय नियंत्रक

Controller of Stores & Purchase

सीएसआईआर- भारतीय रासायनिक प्रौद्योगिकी संस्थान
 CSIR - INDIAN INSTITUTE OF CHEMICAL TECHNOLOGY

उप्पल रोड, तारनाका/Uppal Road, TARNAKA,

हदराबाद/ Hyderabad – 500 007

(तलंगाना /TELANGANA), भारत/ INDIA

दूरभाष/Ph: +91-40-27191245 / 2719 1243 / 27191241 / 2719 1246

ईमल /E-Mail: csiriicthyd@csiriict.in; cosp@iict.res.in; spodk@iict.res.in

Website: <http://www.iictindia.org>

	सीएसआईआर- भारतीय रासायनिक प्रौद्योगिकी संस्थान CSIR – INDIAN INSTITUTE OF CHEMICAL TECHNOLOGY	
	(वैज्ञानिक तथा औद्योगिक ँ नुसंधान परिषद् / Council of Scientific & Industrial Research	
	उप्पल रोड, हैदराबाद / Uppal Road, Hyderabad-500 007, (तल्लंगाणा/Telangana), भारत/India	
	दूरभाष/Tel: +91 40 27191245 / 2719 1243 / 27191241 ई-मल/Email: csiriicthyd@csiriicct.in	

TENDER ENQUIRY No. - PUR/IICT/DMS/412/23-24

Dt. 05-09-2023

INVITATION FOR BIDS / NIT

Sir / Madam

Sub: Quotation for Supply, Installation and commissioning of “fully automated State of the Art 4-circle Kappa dual source microfocus (Mo & Cu) single crystal X-ray diffractometer with high-end, large area detector and low-temperature device attachment”_as per the specifications – Reg.

CSIR- Indian Institute of Chemical Technology(IICT), Hyderabad, India is one of the premier constituent laboratory of Council of Scientific and Industrial Research, an autonomous body under the aegis of Department of Scientific & Industrial Research(DSIR), Government of India, New Delhi. CSIR-IICT is a science and knowledge based Research, Development and Consulting organization. It is internationally known for its excellence in scientific research in chemical sciences.

2. Director, CSIR- IICT, Hyderabad invites **ONLINE BIDS** from manufacturers and their authorized distributors and ~~Indian Agent of Foreign principals~~, if any, under the provisions of various policy initiatives and notifications issued by various Ministries / Department of the Govt. of India for purchase of items listed below:

Sl. No.	Description	Quantity	Single/ Two bid	Bid Security (EMD)
1	Supply, installation and commissioning of “fully automated State of the Art 4-circle Kappa dual source microfocus (Mo & Cu) single crystal X-ray diffractometer with high-end, large area detector and low-temperature device attachment”, as per the specifications and details indicated under Chapter 4	1 Unit	Two bid	EMD to be submitted in the form of BSD Bid Securing Declaration(BSD) Form as per the FORM-3 OR Earnest Money Deposit FOR Rs 8,00,000.00

3. **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, <http://etenders.gov.in>. Copy of the Tender document is also available on CSIR-IICT website www.iictindia.org. 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>

4. A **Pre-bid conference(PBC)** will be held on scheduled as mentioned below. All prospective bidders are requested to kindly submit their queries to the address indicated above so as to reach the Controller of Stores and Purchase at least **two days** before PBC-

	Date	Time in Hours IST	Venue
Pre-bid conference (PBC)	12.09.2023	Fore noon	Stores & Purchase Meeting Room , CSIR-IICT, Hyderabad

5. The bid have to be submitted only after **PBC** scheduled on **NA** and after taking a note of the **PBC minutes**, which will be hosted in IICT website www.iictindia.org (under tenders column) and in Central Public Procurement Portal(**CPPP**).

Note: - Tender specific OEM Authorization certificate for this particular tender number is mandatory.

Last Due Date for submission: 03-10-2023 up to 1300 hrs. (IST)

Date of Opening Technical Bid: 04-10-2023 - 1430 hrs. onward (IST)

6. This is an Open Tender Enquiry(OTE) and is open to all local bidders meeting the Tender requirements as per the Make in India(MII) order. Bidder must necessarily comply with conditions of 'Make in India' Order No. P-45021/2/2017-PP (BE-II), dated 16th September 2020 of the Ministry of Commerce and Industry, Government of India(GoI), as amended from time to time, as on the date of issue of tender and related instructions of the Government of India.

This tender document is published on CPP Portal(CPPP) and also on CSIR-IICT website-<https://www.iictindia.org/tenders.php> and can be downloaded from there "FREE of COST".

CORRIGENDUM, IF ANY, SHALL BE PUBLISHED ON THE PORTAL / WEBSITE ONLY AND NO SEPARATE NEWSPAPER ADVERTISEMENT OR COMMUNICATION SHALL BE ISSUED.

7. This "Invitation to bid (ITB)' is open only to all 'Class I and Class II suppliers' complying with the latest Government of India(GoI) instructions related to 'Make in India(MII)'.

8. In case of authorized dealer/agent quoting on behalf of their principal/ Original Equipment Manufacturer(**OEM**) –

i. One dealer/agent cannot represent two OEM sor quote on their behalf in this particular tender enquiry.

ii. One OEM can also authorise only one agent/ dealer.

Hence, there can be only **one bid** from the following:

a) The Principal /OEM directly or through authorized dealer/ agent on his behalf; and

b) One authorized dealer/ agent on behalf of only one principal.

9. ADDRESS FOR COMMUNICATION:

Controller of Stores & Purchase
CSIR-INDIAN INSTITUTE OF CHEMICAL TECHNOLOGY(IICT),
UPPAL ROAD, HYDERABAD-500 007, TELANGANA, INDIA.
Phone No.040 – 2719 1243/ 1245/ 1241/ 3111.
Email: csiriicthd@csiriict.in / cosp@iict.res.in / spodk@iict.res.in

10. Bids will be opened **ONLINE** in CPP Portal(CPPP). If the bids cannot be opened on scheduled due date/ time due to any technical or administrative issues (holidays, office closure etc.), the same will be opened on next working day, as the case maybe.

11. Purchaser follows Govt. of India’s public procurement policies:

Important Note for MSEs / Start Up India / Make In India - DPIIT Policy Bidders · Although provisions related to Government’s public procurement purchase preference policy are briefly stated in the tender document under relevant clauses. Any bidder seeking exemptions / benefits / preferences under MSEs / Start Up India / Make in India / DPIIT, Ministry of Commerce and Industry policy or any other policy / scheme of the Government of India, which is currently in force **MUST** specifically **declare** its eligibility in “**Bidder Information Form**” to avail the benefit/preference sought under the relevant policy of the Government at the time of bid submission itself while enclosing all supporting documents / certificates etc. for claiming such benefits, if so desired . The bidder must also clearly highlight the provisions of the specific policy with respect to the benefit/preference being sought by the bidder for which it meets the eligibility conditions with relevant documents in support of the same.

IF THE BIDDER FAILS TO DECLARE ITS STATUS AND/ OR FAILS TO CLAIM THE ELIGIBLE SPECIFIC POLCIY BENEFIT/ PREFERENCE/ EXEMPTION ETC. AND/OR FAIL TO SUBMIT NECESSARY DOCUMENTS/ CERTIFICATES IN SUPPORT OF ITS CLAIM AT THE TIME OF BIDDING ITSELF, ITS CLAIM FOR SUCH BENEFIT SHALL NOT BE ENTERTAINED AT A LATER STAGE IN THE BIDDING PROCESS.

However, a brief **overview** of the main tendering related provisions of various policies is provided in **Annexure VII** of this bid document.

12. The **Director, CSIR-IICT, Hyderabad** reserves the right to **accept** or **reject** any bids or accept all tenders either in part or in full or to split the order, or to annul the bidding process.

The Bid prepared by the Bidder shall include the following: -

Bid Securing Declaration / Earnest Money Deposit (EMD)	
a)	BID Security: The Bid Securing Declaration Form (BSD) as per the FORM-3 or proof of submission of Earnest Money Deposit (EMD) as per Tender Document terms shall accompany the Technical Bid (Part I) , failing which bid shall be rejected summarily. Scanned copy of EMD should be uploaded along with the E-bid and original shall be submitted to this office on or before last day of bid submission. NOTE: <u>Bidders submitting Bid Securing Declaration (BSD) in prescribed Form need not submit any EMD separately.</u>

निबंधन एवं शर्तें/ Terms & Conditions

1. **E-Bids** are invited through the electronic tendering process and the Tender Document can be downloaded '**free of cost**' from the e-Tender portal of Central Public Procurement Portal(CPPP) of the Government of India i.e. <https://etenders.gov.in>. A copy of the Tender Document is also available on CSIR-IICT Website, <http://www.iict.res.in> for information. However, the submission of e-Bids will be **only** through the CPP e-Tender portal <https://etenders.gov.in>. **Bids will not be accepted in any other form.**
2. For participation in e-procurement all bidders (~~including foreign bidders~~) need to enroll themselves on the Central Public Procurement Portal (URL:<https://etenders.gov.in>) which will be **free of cost**. For further information, kindly refer "Bidder Manual Kit" in the said portal.
3. Only enrolled/registered bidders with the above said portal shall be allowed to participate in the e-tendering process.
4. 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.~~
5. It may kindly be noted that your online **Bid** should be in **Single BID System / Two BID System**.
6. In the event of award of Contract in your favour, you need to submit a **Performance Bank Guarantee** valid for a period of **2 Months** beyond the Warranty period of **12 months within a period of 21 days from the date of receipt of the Purchase order(PO)**. ~~(Not Applicable)~~
7. Price quoted should be **net** and valid for a minimum period of **90 days** from the date of opening of the quotation.
8. **It may be noted that Conditional / Unsigned tenders shall not be considered.**
9. The bidder must submit the applicable **Price Schedule Form** as annexed to the **BOQ** in etenders.gov.in / Tender Document in support of Price Bid details.
10. Complete specifications with manufacturer's Name and address should be given while quoting. **Supporting literature / brochures / pamphlets / technical data sheets / drawings** must be enclosed with the quotation wherever applicable.
11. 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.
12. Currency of the Quote essentially be **Indian Rupee only**. ~~However, multi-currency bidding is allowed in case of proprietary equipment procured from overseas manufacturer and spares and consumables of such proprietary equipment / spares, etc. eligible for Global Tender Enquiry (GTE) permitted in terms of Govt. of India orders No. No. F/12/17/2019/PPD dt. 29th Oct., 2020 and No. F.20/45/2020-PPD dt. 8th Jan., 2021, as amended from time to time.~~
13. **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.
14. **Liquidated Damages** The applicable rate is **0.5%** per week and maximum deduction is **10%** of the contract price, at the discretion of the Competent Authority, CSIR- IICT.
15. If the deliveries/service are not maintained and due to that account the purchaser is forced to buy the material/service at your risk and cost from elsewhere, the loss or damage that may be sustained there by will be recovered from the defaulting supplier.
16. 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.
17. **IT / GST TDS** would be recovered as per applicable rule / regulations / provisions of applicable Indian laws.

18. Kindly furnish your **Permanent Account No.(PAN) & GST Number**, etc. in your quotation for our records.

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

20. This Institute intends to extend purchase preference policy benefits available to bidders in terms of policies and instructions issued by the Govt. of India in pursuance of 'Micro, Small and Medium Enterprises (MSME) Development Act, 2006' as made applicable, as on the date of issue of this tender inquiry.

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

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

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

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

The instructions regarding MSEs, as amended from time to time as on the date of Tender Inquiry shall be made applicable.

21. **Jurisdiction** - All disputes related to this tender shall be subject to the local court of competent jurisdiction at **HYDERABAD, Telangana, India** only.

22. If bidder is Indian agent of foreign principal, the following instructions shall be complied -

- i. Bidder must **necessarily comply** with conditions of '**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 (GoI), as amended from time to time on the date of issue of tender and related instructions of the GoI. The relaxation to invite **GTE** for spares of equipment from OEM extended vide Govt. of India, Ministry of Finance OM No. F/12/17/2019/PPD dt. 29th Oct., 2020 and provisions for inviting **GTE** for specialized equipment required for research purposes, and spares consumables for such equipment in terms of Govt. of India, Ministry of Finance No. F.20/45/2020-PPD dt. 8th Jan., 2021 shall be applicable in the relevant cases as per instructions of the Govt. of India, as amended from time to time.
- ii. Bidder shall **comply with restrictions under Rule 144 (xi) of the GFR, 2017 related to restrictions on participation of Foreign Bidders and their Authorized Indian Agent/ Dealer** in terms of **Order No. P-45021/112/2020-PP(BE-II) (E-43780) dated 24.08.2020** of the Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade and Govt. of India, Ministry of Finance, Dept. of Expenditure, PP Division OM No. F-7/10/2021/PPD (1) dt. 23.02.2023 and related instruction, as amended from time to time as on the date of issue of tender.

23. This Institute is registered with Dept. of Scientific & Industrial Research (DSIR), Govt. of India and concessional Customs Duty and all imports covered under notification No.51/96-Customs dated 23.07.1996, Notification No.47/2017-Integrated Tax (Rate) and Notification No.45/2017-Central Tax (Rate) both dated 14th November, 2017, as amended from time to time. There is no concession available in case of GST (IGST/CGST/SGST). This registration is valid till **31.08.2026**.

24. The Director, CSIR- Indian Institute of Chemical Technology(IICT), Hyderabad reserves the right to accept or reject any or all tenders / offers either in part or in full or to annul the tender process at any stage or to split the order without assigning any reasons thereof.

25. IMPORTANT NOTE:

i. KINDLY ENCLOSE COPIES OF PURCHASE ORDERS OF SAME/SIMILAR ITEMS (EVEN IF MODEL NUMBER / ACCESSORIES DIFFER) THAT YOU HAVE RECEIVED FROM ANY GOVERNMENT INSTITUTES/ UNIVERSITIES / CSIR INSTITUTES IN PARTICULAR, DURING THE LAST 03 YEARS.

ii. IF NO SAME/SIMILAR EQUIPMENT HAS BEEN SUPPLIED TO ANY GOVERNMENT INSTITUTES/ UNIVERSITIES/CSIR INSTITUTES IN PARTICULAR DURING THE LAST 03 YEARS, PLEASE PROVIDE AN UNDERTAKING STATING 'WE CERTIFY THAT NEITHER WE NOR OUR PRINCIPALS (WHEREVER APPLICABLE) HAS SOLD SAME / SIMILAR ITEM TO ANY GOVERNMENT INSTITUTES / UNIVERSITIES / CSIR INSTITUTES IN PARTICULAR'.

iii. REASONABILITY OF PRICES:

A) PLEASE QUOTE BEST MINIMUM PRICES APPLICABLE FOR A PREMIER RESEARCH INSTITUTION, LEAVING NO SCOPE FOR ANY FURTHER NEGOTIATIONS ON PRICES.

B) A CERTIFICATE SHOULD BE GIVEN TO THE EFFECT THAT THE QUOTED PRICES ARE THE MINIMUM AND THEY HAVE NOT QUOTED THE SAME ITEM ON LESSER RATES THAN THOSE BEING OFFERED TO CSIR-IICT TO ANY OTHER CUSTOMERS NOR THEY WILL DO SO TILL THE VALIDITY OF OFFER OR EXECUTION OF THE PURCHASE ORDER, WHICHEVER IS LATER.

25. The address for obtaining further information:

**CONTROLLER OF STORES & PURCHASE,
CSIR-IICT, Uppal Road,
Tarnaka, Hyderabad - 500007, India.**

Tel # : 00 91 40 2719 1243/1241/1245

Email: csiriict@csiriict.in / spodk@iict.res.in

Website: <http://www.iictindia.org>

Sd/-
(Dharmendra Kumar)
Controller of Stores & Purchase Officer
For and on behalf of CSIR

CRITICAL DATE SHEET

क्रमांक Sl. No.	प्रक्रम / Stage	दिनांक और समय /Date & Time
1.	प्रकाशन का दिनांक और समय Publish Date & Time	05-09-2023
2.	दस्तावेज डाउनलोड का प्रारंभ दिनांक और समय Document Download Start Date & Time	05-09-2023
3.	संदर्भ / सवाल पूछना की अंतिम दिनांक और समय Last Date & time for receipt of queries	11.09.2023
4.	बोलीपूर्व सम्मेलन, यदि हो तो Pre-bid Conference, if any	12-09-2023 on Fore noon onward in Stores & Purchase Meeting Room of CSIR-IICT, Hyderabad
5.	बोली जमा करन की प्रारंभिक दिनांक और समय Bid Submission Start Date & time	22-09-2023 - 2.30 PM
6.	बोली जमा करन की अंतिम दिनांक और समय Bid Submission End Date & Time	03-10-2023 - 01.00 PM
7.	बोली खोल जान की दिनांक और समय Bid Opening Date & Time	04-10-2023 - 02.30 PM
	Mode of submission of Bid	e-procurement Bids ONLY THROUGH ONLINE ON THE Central Public Procurement Portal of e-TENDERS: (WEB LINK: https://etenders.gov.in) HARD COPIES OF QUOTATIONS WILL NOT BE ACCEPTED BY IICT

* The final dates shall be as per the dates given in CPPP Portal.

INDEX

Chapter	Content
1	Instructions to Bidders
2	Conditions of Contract
3	Schedule of Requirements
4	Specifications and Allied Technical Details
5	Price Schedule Forms
6	Qualification Requirements
7	Contract Form
8	Other Forms

CHAPTER – 1

INSTRUCTIONS TO BIDDERS

Table of Contents

Sl. No.	CONTENTS
A. Introduction	
1.1	Eligible Bidders
1.2	Cost of Bidding
1.3	Code of Integrity for Public Procurement
B. The Bidding Document	
1.4	Cost of Tender Documents
1.5	Content of Tender Documents
1.6	Clarification of Tender documents
1.7	Amendment of Tender Documents
C. Preparation of Bids	
1.8	Language of Bid
1.9	Purchase Preference Policies
1.10	Documents Comprising the Bid
1.11	Bid form and price schedule
1.12	Bid Prices
1.13	Bid Currencies
1.14	Documents Establishing Bidder's Eligibility and Qualifications
1.15	Documents Establishing Goods' Eligibility and Conformity to Bidding Documents
1.16	Bid Security
1.17	Period of Validity of Bids
1.18	Format and Signing of Bid
D. Submission and Sealing of Bids	
1.19	Submission, Sealing and Marking of Bids
1.20	Deadline for Submission of Bids
1.21	Late Bids
1.22	Withdrawal, substitution and Modification of Bids

E. Opening and Evaluation of Bids	
1.23	Opening of Bids by the Purchaser
1.24	Confidentiality
1.25	Clarification of Bids
1.26	Preliminary Examination
1.27	Bidders right to question rejection
1.28	Responsiveness of Bids
1.29	Non-Conformity, Error and Omission
1.30	Examination of Terms & Conditions, Technical Evaluation
1.31	Conversion to Single Currency
1.32	Evaluation and Comparison of bids
1.33	Contacting the Purchaser
1.34	Post qualification
F. Award of Contract	
1.35	Negotiations
1.36	Award Criteria
1.37	Option Clause
1.38	Purchaser's right to vary Quantities at Time of Award
1.39	Purchaser's right to accept any Bid and to reject any or all Bids
1.40	Notification of Award
1.41	Signing of Contract
1.42	Order Acceptance
1.43	Performance Security
1.44	Pre Bid Conference
1.45	Instructions for Online Bid Submission

A. Introduction

1.1. Eligible Bidders

- 1.1.1 This is an **Open Tender Enquiry(OTE)** and is open only to **Indian Manufacturers and their Authorized Dealers/Agents** meeting the tender requirements of '**Make in India(MII)**' policy of the Govt. of India. Overseas Manufacturers or their authorized Indian Agent not satisfying the requirements of said **MII policy** of the Govt. of India are **not eligible** to participate in this tender.
- 1.1.2 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.
- 1.1.3 Bids from Joint Ventures, Consortium or Associations so long as they are formed and registered prior to the bid submission date.
- 1.1.4 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 **not** be ineligible for participation in the bidding process.
- 1.1.5 "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 judicial person not falling in any of the descriptions of bidder stated hereinbefore, including any agency branch or Officer controlled by such person, participating in a procurement process.
- 1.1.6 "Bidder from a country which shares a land border with India" for the purpose of this order means:
- i. An entity incorporated, established or registered in such a country; or
 - ii. A subsidiary of an entity incorporated, established or registered in such a country; or
 - iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - iv. An entity whose beneficial owner is situated in such a country; or
 - v. An Indian (or other) agent of such an entity; or
 - vi. A natural person who is a citizen of such a country; or
 - vii. A consortium or joint venture where any member of the consortium or joint venture fails under any of the above
- 1.1.7 The beneficial owner for the purpose of 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 judicial person, has a controlling ownership interest or who exercise control through other means.
Explanation -
 - a) "Controlling ownership interest" means ownership of a or entitlement to more than twenty-five percent of shares or capital or profits of the company;
 - b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders' agreements or voting agreements.
 2. In case of a partnership firm, the beneficial owner is the natural persons(s) who, whether acting alone or together, or through one or more judicial 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 judicial

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.

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.
- 1.3.2 **Code of integrity for Public Procurement:** The Purchaser as well as bidders, suppliers, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:
 - i. "**corrupt practice**": making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
 - ii. "**Fraudulent practice**": any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
 - iii. "**anti-competitive practice**": any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels.
 - iv. "**coercive practice**": harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
 - v. "**conflict of interest**": participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of purchaser who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the purchaser with an intent to gain unfair advantage in the procurement process or for personal gain; and
 - vi. "**Obstructive practice**": materially impede the purchaser's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making

false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the purchaser's Entity's rights of audit or access to information;

1.3.3 Obligations for Proactive disclosures

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

1.3.4 Punitive Provisions

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

- i) If his bids are under consideration in any procurement:
 - a) Forfeiture or encashment of biosecurity;
 - b) Calling off of any pre-contract negotiations; and
 - c) Rejection and exclusion of the bidder from the procurement process.
- ii) If a contract has already been awarded
 - a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the purchaser;
 - b) Forfeiture or encashment of any other security or bond relating to the procurement;
 - c) Recovery of payments including advance payments, if any, made by the purchaser along with interest thereon at the prevailing rate.
- iii) Provisions in addition to above:
 - a) Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year;
 - b) In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
 - c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

B. The Bidding Documents

1.4 Cost of Tender Documents

1.4.1 The bidding documents 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 which should be read in conjunction. The bidding documents, apart from the invitation for bids and Critical Date Sheet have been divided into **8** Chapters as under:

Chapter 1: Instructions to Bidder (ITB)

Chapter 2: General Conditions of Contract (GCC) and Special Condition of Contract (SCC)

Chapter 3: Schedule of Requirements

Chapter 4: Specifications and Allied Technical Details

Chapter 5: Price Schedule Forms

Chapter 6: Qualification requirements

Chapter 7: Contract Form

Chapter 8: Other Standard Forms comprising:

Sl. No.	Name
01.	Bidder Information Form
02.	Manufacturers' Authorization Form (MAF)
03.	Bid Securing Declaration (BSD)
04.	Performance Statement Form
05.	Deviation Statement Form
06.	Service Support Detail Form
07.	Bid Form
08.	Performance Security (PS) Form
09.	Acceptance Certificate Form
10.	Integrity Pact (IP)
11.	Format of declaration of abiding by the 'Code of integrity and conflict of interest;
12.	Price Schedule
13.	Format of Affidavit of self-certification regarding domestic value addition
14.	Format of Certificate to be provided by bidder in case of subcontracting.
15.	Format of self-declaration to be provided by bidder

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

1.6 Clarification of tender documents

1.6.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser **in writing in advance before the PBC/~~due date of opening~~**. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under Clause relating to amendment of Bidding Documents and Clause relating to deadline for submission of bids.

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

1.7 Amendment of Tender Documents

1.7.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, **modify** the tender documents by amendment. The same would also be hosted on the website of the Purchaser and on <https://eprocure.gov.in/epublish/app>. and all prospective bidders are expected to surf the website before submitting their bids to take cognizance of the amendments.

1.7.2 In order to allow prospective bidders' reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids and host the changes on the website of the Purchaser and on <https://eprocure.gov.in/epublish/app>.

1.7.3 If a bid is submitted without considering these amendments/clarifications (issued online / Website), it will be treated as non-responsive and rejected summarily.

1.7.4 In order to allow prospective bidders' reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids and host the changes on the <https://eprocure.gov.in/epublish/app> 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.

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

1.9 Purchase Preference Policies:

1. Public Procurement Policy of the Govt. of India for MSEs, 2012, as amended from time to time
2. Purchase Preference under 'MAKE IN INDIA(MII) Policy of the Govt. of India, 2020 as amended from time to time

1.10 Documents Comprising the Bid

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

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(MAF) along with a certified copy of the Agency Agreement between the bidders and the Indian Agent.
 - h. Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
 - i. Documents establishing goods eligibility and conformity to bidding document; indicating the Indian Customs Tariff Number (ICT & HSN No.)
 - j. Self-certification that the item offered meets the minimum **local content** as *per class of suppliers* and shall give 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*. The certification will be done by the authorised signatory as envisaged by the Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020, as amended from time to time (**if applicable**).
 - k. Bill of materials showing all the part numbers, detailed specifications with quantities of all items individually.
 - l. MSME CERTIFICATE - If applicable
 - m. Valid Registration Certificate for Bidders as per order no. P-45021/112/2020-PP (BE- II)(E-43780) dated 24.08.2020 (if applicable).

B Price bid

- (a) Bid form;
- (b) Applicable Price Schedule Form;

1.11. Bid form and price schedule

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

1.12. Bid Prices

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

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

(a) For Goods manufactured within India.

1. The price of the goods quoted Ex-works including taxes already paid.
2. **GST** and other taxes, explicitly mentioning **applicable rate** if any which will be payable on the goods if the contract is awarded.
3. 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.
4. Wherever applicable, the cost towards the installation, commissioning, spares,

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

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

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

1.12.6 The Purchaser is registered with Dept. of Scientific & Industrial Research(DSIR), Govt. of India and concessional Customs duty are leviable for its procurement related to R&D use vide notification no. 54/2002- Customs on all imports covered under notification No.51/96-Customs dated 23.07.1996 Notification No.47/2017-Integrated Tax (Rate) and Notification No.45/2017-Central Tax (Rate) both dated 14th November, 2017. **No concession is available in respect of GST (IGST/CGST/SGST), which needs to be paid at applicable rate.**

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 ESIC, IT-TDS, GST-TDS etc.,) wherever applicable.

1.13. Bid Currencies

1.13.1 **Prices** shall be quoted 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) 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) **'Make in India' local content** declaration - if applicable
- d) **MSE certificate**, if applicable.
- e) Registration certificate as per order no. P-45021/112/2020-PP(BE-II)(E-43780) dated 24.08.2020, if applicable

1.14.3 Conditional tenders shall not be accepted.

1.15 Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

- 1.15.1 To establish the goods' eligibility, the documentary evidence of the goods and services eligibility shall consist of a statement on the **country of origin** of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment.
- 1.15.2 To establish the conformity of the goods and services to the specifications and schedule of requirements of the bidding document, the documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of:
- (a) A detailed description of the essential technical and performance characteristics of the goods;
 - (b) A list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods during the warranty period following commencement of the use of the goods by the Purchaser in the Priced-bid; and
 - (c) An item-by-item commentary on the Purchaser's Technical Specifications demonstrating **substantial responsiveness** of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 1.15.3 For purposes of the commentary to be furnished pursuant to above, the Bidder shall note that standards for workmanship, material and equipment, designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute these in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
- 1.15.4 Bids with offers for alternate/makes/models in deviation to bid specifications will not be accepted.**

1.16. Bid Security / EMD :

It may kindly be noted that **Technical Bid (Part-I)** shall be accompanied either with a **Bid Securing Declaration(BSD) or Earnest Money Deposit (EMD)** as indicated at page No.-2. ~~In case foreign bidders and Bid Securing Declaration Form as per the FORM-3 in case Indian bidders. Bids not accompanied by Earnest Money Deposit / bid securing declaration will be summarily rejected and~~

- 1.16.1 The Bidder shall furnish, as part of its Technical Bid a **Bid Securing Declaration(BSD) or Bid Security (BS)** for an amount as specified in the Invitation for Bids. ~~In the case of foreign bidders, the BS shall be submitted either by the principal or by the Indian agent and in the case of indigenous bidders; the BS shall be submitted by the manufacturer or their specifically authorized dealer/bidder.~~
- 1.16.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture. Bid security, in forms as mentioned in 1.16.3 (a), (b), (c) should physically reach the office of Controller of Stores, CSIR-IICT, Uppal Road, Hyderabad- 500007, Telangana, India on or before the due date and times of submission of bid. If bid security is not physically available, the bid will be rejected *ab-initio*.
- 1.16.3 The bid security shall be in **Indian Rupees** for offers received for supply within India ~~and denominated in the currency of the bid or in any freely convertible foreign exchange in the case of offers received for supplies from foreign countries in equivalent Indian Rupees. The bid security shall be in one of the following forms at the bidders' option:~~
- (a) A bank guarantee (including e-Bank guarantee) issued/confirmed by a Scheduled

Commercial Bank in India in the form provided in the bidding documents and valid for 45 days beyond the validity of the bid. ~~In case a bidder desires to submit a BG issued from a foreign bank, then the same should be confirmed by a Scheduled commercial bank in India.~~ **Physical original instrument must reach as mentioned in clause 1.16.2 or**

- (b) Fixed Deposit receipt pledged in favour of the Director, IICT. **Physical original instrument must reach as mentioned in clause 1.16.2 or**
- (c) A Banker's cheque or demand draft in favour of the purchaser issued by any scheduled commercial bank in India. **Physical original instrument must reach as mentioned in clause 1.16.2 or**
- (d) **Bid Securing Declaration(BSD) to be submitted along with the technical bid in the prescribed format. Bidders submitting BSD need not submit any EMD separately in terms of (a), (b) and (c) above.**

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

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

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

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

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

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

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

1.16.10 The bid security may be forfeited:

- (a) If a Bidder withdraws or amends or modifies or impairs or derogates its bid during the

- period of bid validity specified by the Bidder on the Bid Form; or
- (b) In case of a successful Bidder, if the Bidder fails to furnish order acceptance within 14 days of the order or fails to sign the contract and/or fails to furnish Performance Security within 21 days from the date of contract/order.

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

1.17. Period of Validity of Bids

- 1.17.1 Bids shall remain valid for minimum of **90 days** after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 1.17.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (by post, fax or e-mail). The bid security provided shall also be suitably extended failing which the bid would be summarily ignored. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.
- 1.17.3 Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

1.18. Format and Signing of Bid

- 1.18.1 The bids may be submitted in **two parts** as specified in the Invitation for Bids.
- 1.18.2 In case the bids are invited on two-bid system, the Bidder shall submit the bids in two separate parts. One part shall contain **Technical bid (Part I)** comprising all documents listed under clause relating to Documents Comprising the Bid excepting bid form and price schedules. The other part shall contain the **Priced-bid (Part II)** comprising price bid form and price schedules.
- 1.18.3 The bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid detailing his/her name and contact details.
- 1.18.4 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the bid.

D. Submission and sealing of Bids – NOT APPLICABLE IN CASE OF ONLINE BIDS

1.19. Submission, Sealing and Marking of Bids –(Not Applicable, as e-bids to be submitted online through CPPP only)

- ~~1.19.1 The bidders may submit their duly sealed bids generally by post or hand. (Bids received by e-mail would not be considered for evaluation)~~
- ~~1.19.2 In the case of bids invited on two part basis, the Bidder shall seal the original bid in separate inner envelopes, duly marking the envelopes. The envelopes shall then be sealed in an outer envelope.~~
- ~~1.19.3 In the case of bids invited on two part basis, the Bidder shall seal the un-priced commercial and technical bid comprising the documents as listed in ITB 1.10.1 excepting for 'j' & 'k' and the priced bid in two separate envelopes duly marked as "Technical bid" and "priced bid". Both~~

~~the envelopes shall then be sealed in one outer envelope.~~

~~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.~~

~~1.19.5 The inner and outer envelopes shall be addressed to: **The Director, CSIR-Indian Institute of Chemical Technology, Uppal Road, Hyderabad – 500 007, Telangana, India– Attention: Controller of Stores & Purchase** and deposited in the Tender box kept in Purchase Section, if delivered by hand.~~

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

~~1.19.5 Firms submitting bids in a single envelope against the requirement of two-bid system would be considered for further evaluation at the risk & responsibility of the bidder. However, the opened priced bid if prepared separate from the technical bid, would be sealed immediately by the Tender Opening Committee without disclosing the price.~~

1.20. Deadline for Submission of Bids

~~1.20.1 Bids must be received by the Purchaser at the address specified not later than the time and date specified in invitation to bid. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day. **E-bids** to be submitted only **online** through **CPPP** on or before stipulated date and time.~~

~~1.20.2 The Purchaser may, at its discretion, extend the deadline for submission of bids by amending the bid documents in accordance with Clause relating to Amendment of Bidding Documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended, which shall be invariably hosted in CPPP.~~

1.21. Late Bids

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

~~1.21.2 Such tenders shall be marked as late and not considered for further evaluation. They shall not be opened at all and be returned to the bidders in their original envelope without opening.~~

1.22 Withdrawal, substitution and Modification of Bids. **(Online bidding norms of CPPP shall apply automatically)**

~~1.22.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 1.19 duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 1.18.4 (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:~~
~~a. Submitted in accordance with ITB Clauses 1.18 and 1.19 (except that withdrawal notices~~

do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION"; and

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

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

E. Opening and Evaluation of Bids

1.23 Opening of Bids by the Purchaser (Online bidding norms of CPPP shall apply automatically)

~~1.23.1 The Purchaser will open all bids one at a time in the presence of bidders' authorized representatives who choose to attend, as per the schedule given in invitation for bids. The Bidders' representatives who are present shall sign the quotation opening sheet evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time and location on the next working day. In two part bidding, the financial bid shall be opened only after technical evaluation.~~

~~1.23.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.~~

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

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

1.23.5 Bidders interested in participating in the bid opening process, should depute their representatives along with an authority letter to be submitted to the purchaser at the time of bid opening as per form Annexed at Chapter-8. (Not applicable in case of e-bid)

1.24. Confidentiality

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

1.24.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison,

and post qualification of the bids or contract award decisions may result in the rejection of its Bid.

1.25. Clarification of Bids

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

1.26. Preliminary Examination

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

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

- (a) Bid Form and Price Schedule, in accordance with ITB Clause 1.10;
- (b) All the tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the tender enquiry document. The tenders, who do not meet the basic requirements, are to be treated as unresponsive and ignored. The following are some of the important points, for which a tender may be declared as unresponsive and to be ignored, during the initial scrutiny:
 - (i) The Bid is unsigned.
 - (ii) The Bidder is not eligible.
 - (iii) The Bid validity is shorter than the required period.
 - (iv) The Bidder has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer.
 - (v) Bidder has not agreed to give the required Performance Security (PS) or
 - (vi) Bidder has not furnished the bid security or furnished EMD exemption documents or bid securing declaration or EMD
 - (vii) The goods quoted are sub-standard, not meeting the required specification, etc.
 - (viii) Against the schedule of Requirement (incorporated in the tender enquiry), the bidder has not quoted for the entire requirement as specified in that schedule.
 - (ix) The bidder has not agreed to some essential condition(s) incorporated in the tender enquiry.

1.27 Bidder's right to question rejection.

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

- i) Only a bidder who has participated in the concerned procurement process i.e. pre-qualification, bidder registration or bidding, as the case may be, can make such representation;
- ii) In case pre-qualification bid has been evaluated before the bidding of Technical bids, an application for review in relation to the technical bid may be filed only by a bidder who has qualified in pre-qualification bid;

- iii) In case technical bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be acceptable.
- iv) Following decisions of the purchaser in accordance with the provision of internal guidelines shall not be subject to review:
 - a) Determination of the need for procurement;
 - b) Selection of the mode of procurement or bidding system;
 - c) Choice of selection procedure;
 - d) Provisions limiting participation of bidders in the procurement process;
 - e) The decision to enter into negotiations with the L1 bidder;
 - f) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
 - g) Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/contractor; and
 - h) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

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

1.28 Responsiveness of Bids

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

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

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

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

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

1.29 Non-Conformity, Error and Omission

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

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

of the Bidder to comply with the request may result in the rejection of its Bid.

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

- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

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

1.30 Examination of Terms & Conditions, Technical Evaluation

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

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

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

1.31 Conversion to Single Currency

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

The quoted model:

Shall meet the technical Specifications as stated in Chapter 4.

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

For goods manufactured in India

- (i) The price of the goods quoted ex-works including all taxes already paid.
- (ii) GST and other taxes, if any which will be payable on the goods if the contract is awarded.
- (iii) Charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination.

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

- 1.32.8 **There is no provision to purchase optional items.** The specifications embodied in the tender documents would be the basis of evaluating the responsiveness of bids received.
- 1.32.9 The Purchaser shall compare all **substantially responsive bids** to determine the lowest valuated bid, in accordance with ITB Clause 1.32.
- 1.32.8** In case a bidder is **eligible** to seek benefit under Purchase Preference(PP) in terms of Public Procurement Policy (PPP) Order dt. 23.03.2012 issued in pursuance of Section 11 of the MSME Development Act, 2006 and Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India(GoI) Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 issued in pursuance of Public Procurement (Preference to Make in India) Order,2017(PPP-MII order), as amended from time to time, then the bidder shall **categorically seek eligible benefits** against the said policies in its **BIDDER INFORMATION FORM**. Bidders in their own interest shall carefully go through these policies already available in public domain at the relevant website of the Govt. of India and categorically specify their status for availing the policy benefits of MSE and MII in their Bid Form, while enclosing documents in support of their eligibility for benefits claimed under the same. Purchaser shall not be responsible for any inadvertent error in bid evaluation process to extend the eligible benefits available under MSE and MII policies, due to failure on part of the bidder to categorically indicate the eligible status, which shall be claimed in Bidder Information Form enclosing supporting documents by the bidder concerned.
- 1.32.9 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.
- 1.32.10 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 for MSE,-2012 will be considered), the precedence shall be in terms of purchase preference policy notified vide **Govt. of India, Ministry of Finance, Dept. of Expenditure OM No. F.1/4/2021-PPD dt. 18.05.2023** shall apply, as amended from time to time.

1.33 Contacting the Purchaser

- 1.33.1 Subject to ITB Clause 1.25, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- 1.33.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

1.34 Post qualification

- 1.34.1 In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the **lowest evaluated responsive bid** is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 1.14.
- 1.34.2 The determination will take into account the eligibility criteria listed in the bidding documents and will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.
- 1.34.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.

F - AWARD OF CONTRACT

1.35 Negotiations

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

1.36 Award Criteria

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

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

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

1.39 Option Clause

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

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

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

1.41 Notification of Award

- 1.41.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable or telex or fax or e mail that the bid has been accepted and a separate purchase order shall follow through post.
- 1.41.2 Until a formal contract is prepared and executed, the notification of award should constitute a binding contract.
- 1.41.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 1.43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security.

1.42 Signing of Contract

- 1.42.1 Promptly after notification, the Purchaser shall send the successful Bidder the Agreement/Purchase Order.
- 1.42.2 Within fourteen (14) days of date of the Purchase Order, the successful Bidder shall sign, date, and return it to the Purchaser.

1.43 Order Acceptance

- 1.43.1 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.

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

1.44 Performance Security :

- 1.44.1 Within **21 days** of receipt of the notification of award/PO, the Supplier shall furnish performance security (PS) in the amount specified in the purchase order, valid till 60 days after the warranty period.
- 1.44.2 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.
- 1.44.3 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.
- 1.44.4 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.
- 1.44.5 The **Performance Security(PS) or Performance Bank Guarantee (PBG)** shall be in one of the following forms:
- (a) A Bank guarantee (including e-Bank Guarantee) or stand-by Letter of Credit issued by a Nationalized/ Scheduled bank located in India or a foreign bank with preferably its operating branch in India in the form provided in the bidding documents. Or
 - (b) A Banker's cheque or Account Payee demand draft in favour of the purchaser. Or,
 - (c) A Fixed Deposit Receipt pledged in favour of the Purchaser.
- 1.44.6 The performance security will be discharged by the Purchaser and returned to the Supplier not later than **60 days** following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise, without levy of any interest.
- 1.44.7 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.
- 1.44.8 The performance security must be received within 21 days. However, the Purchaser has the powers to extend the time frame for submission of Performance Security (PS). Even after extension of time, if the PS is not received, the contract is liable to be cancelled provided that the purchaser, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained, may, for cogent reasons, offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.

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

1.44. **Pre-bid Conference(PBC) – Applicable/ Not Applicable.**

1.45 Integrity Pact

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

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

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

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

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

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

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

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

CHAPTER 2
CONDITIONS OF CONTRACT

A. GENERAL CONDITIONS OF CONTRACT(GCC)

Table of Contents

Sl.No.	Clause / Definitions
2.1	Contract Documents
2.2	Code of Integrity
2.3	Joint Venture, Consortium or Association
2.4	Scope of Supply
2.5	Suppliers 'Responsibilities
2.6	Contract price
2.7	Copyright
2.8	Application
2.9	Standards
2.10	Use of Contract Documents and Information
2.11	Patent Indemnity
2.12	Performance Security
2.13	Inspections and Tests
2.14	Packing
2.15	Delivery and Documents
2.16	Insurance
2.17	Transportation
2.18	Incidental Services
2.19	Spare Parts
2.20	Warranty
2.21	Terms of Payment
2.22	Change Orders and Contract Amendments
2.23	Assignment
2.24	Subcontracts
2.25	Extension of time
2.26	Liquidated Damages Clause
2.27	Termination for Default
2.28	Force Majeure
2.29	Termination for insolvency
2.30	Termination for Convenience
2.31	Settlement of Disputes
2.32	Governing Language
2.33	Applicable Law

- 2.34 Notice
- 2.35 Taxes and Duties
- 2.36 Right to use Defective Goods
- 2.37 Protection against Damage
- 2.38 Site preparation and installation
- 2.39 Import and Export Licenses
- 2.40 Risk Purchase Clause
- 2.41 Option Clause
- 2.42 Order Acceptance

GENERAL CONDITIONS OF CONTRACT (GCC)

2.1 Definitions

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

- (a) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
- (c) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (d) "Day" means calendar day.
- (e) "Completion" means the fulfilment of the Goods and related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) "GCC" means the General Conditions of Contract.
- (g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (h) "Related Services" means the services incidental to the supply of the goods, such as transportation, insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (i) "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.
- (j) "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.
- (k) 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.
- (l) The "Purchaser" means any of the constituent Laboratory/Institute of the Council situated at any designated place in India as specified in invitation to bids.
- (m) "The final destination," where applicable, means CSIR – Indian Institute of Chemical Technology, Hyderabad, Telangana - 500007, India
- (n) 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.
- (o) For definitions regarding terms in MSE refer MSE order 2012 and amendments and revisions thereof.
- (p) 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, as mended from time to time.

2.1 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.

2.2 Code of Integrity

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

- a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the purchaser;
- b) Forfeiture or encashment of any other security or bond relating to the procurement;
- c) Recovery of payments including advance payments, if any, made by the Purchaser along with interest thereon at the prevailing rate.
- d) Provisions in addition to the above:
 - 1) Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year;
 - 2) In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
 - 3) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

2.4 Joint Venture, Consortium or Association

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

2.5 Scope of Supply

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

2.6 Suppliers 'Responsibilities

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

2.7 Contract price

2.7.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid. All supplies of foreign are governed by INCOTERMS 2010 as amended/modified from time to time.

2.8 Copy Right

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

2.9 Application

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

2.10 Standards

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

2.11 Use of Contract Documents and Information

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

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

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

2.12 Patent Indemnity

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

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

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

2.13 Performance Security :

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

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

- 2.13.3 The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India and denominated in the currency of the contract in the case of offers received for supply from foreign countries or in equivalent Indian Rupees in case the Performance Security is submitted by the Indian Agent.
- 2.13.4 In the case of imports, the PS may be submitted either by the principal or by the Indian agent and, in the case of purchases from indigenous sources, the PS may be submitted by either the manufacturer or their authorized dealer/bidder.
- 2.13.5 The Performance Security shall be in one of the following forms:
- (a) A Bank guarantee or stand-by Letter of Credit issued by a Nationalized/Scheduled bank located in India or a bank located abroad in the form provided in the bidding documents.

Or

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

Or

 - (c) A Fixed Deposit Receipt pledged in favour of the Director, CSIR-IICT, Hyderabad
- 2.13.6 The performance security will be discharged by the Purchaser and returned to the Supplier not later than **60 days** following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise, without levy of any interest.
- 2.13.7 In the event of any contract amendment, the supplier shall, within **21 days** of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.
- 2.13.8 The order confirmation must be received within 14 days. However, the Purchaser has the powers to extend the time frame for submission of order confirmation and submission of Performance Security (PS). Even after extension of time, if the order confirmation /PS are not received, the contract shall be cancelled provided that the purchaser, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained, may, for cogent reasons, offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.
- 2.13.9 Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.

2.14 Inspections and Tests

- 2.14.1 The inspections & test, training required would be as detailed in invitation to bid.
- 2.14.1 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 in the SCC or as discussed and agreed to during the course of finalization of contract.
- 2.14.2 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. The Technical Specifications and SCC shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.

- 2.14.3 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at the point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.
- 2.14.4 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.
- 2.14.5 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.
- 2.14.6 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.
- 2.14.7 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 2.14.8 With a view to ensure that claims on insurance companies, if any, are lodged in time, the bidders and /or the Indian agent shall be responsible for follow up with their principals for ascertaining the dispatch details and informing the same to the Purchaser and he shall also liaise with the Purchaser to ascertain the arrival of the consignment after clearance so that immediately thereafter in his presence the consignment could be opened and the insurance claim be lodged, if required, without any loss of time. Any delay on the part of the bidder/Indian Agent would be viewed seriously and he shall be directly responsible for any loss sustained by the purchaser on the event of the delay.

2.15 Packing

- 2.15.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 2.15.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in Purchase Order and in any subsequent instructions ordered by the Purchaser.
- 2.15.3 The marking and documentation within and outside the packages shall be:
- (a) Each package should have a packing list within it detailing the part No(s), description, quantities.
 - (b) Outside each package, the contract No., the name and address of the purchaser and the final destination should be indicated on all sides and top.
 - (c) Each package should be marked as 1/x, 2/x, 3/x.....x/x, where "x" is the total No. of packages contained in the consignment.
 - (d) All the sides and top of each package should carry an Appropriate indication/ label/ stickers indicating the precautions to be taken while handling/storage.

2.16 Delivery and Documents

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

For goods manufactured within India

Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by registered post / speed post and copies thereof by FAX/Email.

- (a) Two copies of Supplier's Invoice indicating, *inter-alia* description and specification of the goods, quantity, unit price, total value;
- (b) Packing list;
- (c) Insurance certificate, if required under the contract;
- (d) Railway receipt/Consignment note;
- (e) Manufacturer's guarantee certificate and in-house inspection certificate;
- (f) Inspection certificate issued by purchaser's inspector, if any; and
- (g) Any other document(s) as and when required in terms of the contract;

Note:

01 The nomenclature used for the item description in the Invoices (s), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s).

02 The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses

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.

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

2.17 Insurance

2.17.1 Should the purchaser elect to buy on CSIR-IICT basis, the Goods supplied under the Contract shall be fully insured against any loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. The Insurance shall be for an amount equal to 110% of the order value of the contract from within "supplier warehouse to buyer warehouse (final destination)" on "all risk basis" including strikes, riots and civil commotion.

2.18 Transportation

2.18.1 Where the Supplier is required under the Contract to deliver the Goods at CSIR-IICT,

Hyderabad Stores / any other location as per the P.O.

2.18.2 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,

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 invitation to bid.

2.20 Spare Parts

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

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

2.21 Warranty

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

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

2.21.3 Unless and until mentioned in the Notice Inviting Tender or the Purchase order the warranty shall remain valid for a period **12 months** after the goods or any portion thereof as the case may be have been delivered to and installed and accepted at the final destination by CSIR-IICT.

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

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

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

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

2.22 Terms of Payment

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

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

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

1.22.4 Payment shall be made in **Indian Rupees**, 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.

1.23 Change Orders and Contract Amendments

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

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

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

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

2.24 Assignment

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

2.25 Subcontracts

2.25.1 The 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.

2.25.2 In all cases where subcontract has been done 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

2.25.3 Where ever subcontracting is applicable a certificate on the letter head of the bidder along with seal and signature of the person signing the bid must be submitted along with other necessary certificates

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 0.5% 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 10%. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause on Termination for Default.

2.28 Termination for Default

- 2.28.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part**
- (a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause on Extension of Time; or
 - (b) If the Supplier fails to perform any other obligation(s) under the Contract.
 - (c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices, etc. as defined in GCC Clause and ITB clause on code of integrity in competing for or in executing the Contract.
- 2.28.2 In the event the purchaser terminates the contract in whole or in part, he may take recourse to any one or more of the following action:
- (a) The Performance Security is to be forfeited;
 - (b) The purchaser may procure, upon such terms and in such manner as it deems appropriate, stores similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract.
 - (c) However, the supplier shall continue to perform the contract to the extent not terminated.

2.29 Force Majeure

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

of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

- 2.29.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 2.29.4 If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussions on either side.

2.30 Termination for Insolvency

- 2.30.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

2.31 Termination for Convenience

- 2.31.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 2.31.2 The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
- (a) To have any portion completed and delivered at the Contract terms and prices; and/or
 - (b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

2.32 Settlement of Disputes

- 2.32.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 2.32.2 If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.
- 2.32.3 The dispute settlement mechanism/arbitration proceedings shall be concluded as under:
- (a) If any dispute or difference arises between the parties hereto as to the construction, interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of

which is expressly provided for in this Agreement, such disputes or differences shall be referred to Delhi International Arbitration Centre(DIAC), Delhi High Court, New Delhi. 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 Notwithstanding, any reference to arbitration herein,

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

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

2.33 Governing Language

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

2.34 Applicable Law

2.34.1 The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction from where the Purchase Order has been issued.

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 invitation to bid.

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 / services, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred till its final manufacture/production / delivery / installation / commissioning / training.

2.36.2 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.

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

2.37 Right to use Defective Goods

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

2.38 Protection against Damage

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

(a) Voltage 230 volts – Single phase/ 415 V 3 phase (+_10%)

(b) Frequency 50Hz.

2.39 Site preparation and installation

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

2.40 Import and Export Licenses

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

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

2.41 Risk Purchase Clause

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

2.42 Option Clause

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

2.43 Order Acceptance

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

B SPECIAL CONDITIONS OF CONTRACT

Table of Contents

Sl. No.	GCC Clause
01.	GCC 2.1.1 (m)
02.	GCC 2.1.1 (n)
03.	GCC 2.13.1
04.	GCC 2.15.2
05.	GCC 2.16.1
06.	GCC 2.16.3
07.	GCC 2.17.1
08.	GCC 2.21.3
09.	GCC 2.22.1
10.	GCC 2.27.1
11.	GCC 2.27.1
12.	GCC 2.34.1
13.	GCC 2.35.1
14.	GCC 2.43.1
15.	GCC 2.43.2

Special conditions of contract (SCC)

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

S.N.	GCC Clause Ref	Condition
1	GCC 2.1.1(l)	The Purchaser is: Director, CSIR – Indian Institute of Chemical Technology (IICT) Uppal Road, Hyderabad – 500007 - Telangana, India
2	GCC 2.1.1(m)	The Final Destination is: CSIR – Indian Institute of Chemical Technology (IICT), Uppal Road, Tarnaka, Hyderabad, Telangana - 500007, India
3	GCC 2.13.1	The amount of the Performance Security(PS) shall be 10% of the contract value.
4	GCC 2.15.2	The marking and documentation within and outside the packages shall be: (a) Each package should have a packing list within it detailing the part No(s), description, quantity etc. (b) Outside each package, the contract No., the name and address of the purchaser and the final destination should be indicated on all sides and top. (c) Each package should be marked as 1/x, 2/x, 3/x.....x/x, where “x” is the total No. of packages contained in the consignment. (d) All the sides and top of each package should carry an Appropriate indication/ label/ stickers indicating the precautions to be taken while handling/storage.
5	GCC 2.16.1	Details of Shipping and other Documents to be furnished by the Supplier are: <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 registeredpost / speed post and copies thereof by FAX/Email. (a) Two copies of Supplier’s Invoice indicating, <i>inter-alia</i> description and specification of the goods, quantity, unit price, total value; (b) Packing list; (c) Certificate of country of origin; (d) Insurance certificate, if required under the contract;

		<p>(e) Railway receipt/Consignment note;</p> <p>(f) Manufacturer's guarantee certificate and in-house inspection certificate;</p> <p>(g) Inspection certificate issued by purchaser's inspector, if any; and</p> <p>(h) Any other document(s) as and when required in terms of the contract.</p> <p>Note:</p> <p>01. The nomenclature used for the item description in the invoices(S), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s).</p> <p>02. The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
6	GCC 2.16.3	In case of supplies from within India, the mode of transportation shall be by Road .
		Delivery: The Supply shall be completed within 12 weeks from the date of Purchase Order. Installation - Shall be completed within 3 week from the date of receipt material at CSIR – IICT, Hyderabad.
7.	GCC 2.17.1	The Insurance shall be for an amount equal to 110% of the F.O.R Destination, CSIR-IICT, Hyderabad, Telangana ,India 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 12 months from the date of delivery of ordered equipment in complete quantity, successful installation at CSIR-IICT site and its final acceptance of the same by CSIR-IICT user.
9.	GCC2.22.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>100% payment within thirty (30) days - after receipt of tendered equipment/Goods in complete ordered quantity and its successful installation & commissioning upon submission of claim duly supported by the acceptance certificate issued by the CSIR-IICT user along with the prescribed Performance Security(PS), if any.</p>
10	GCC 2.27.1	The penalty shall be 0.5% per week or part of a week towards late delivery and towards delay in installation and commissioning.

	GCC 2.27.1	The maximum amount of penalty shall be 10%
11.	GCC 2.34.1	The place of jurisdiction is Hyderabad, Telangana, India
12.	GCC 2.35.1	For notices, the Purchaser's address is The Director, CSIR – Indian Institute of Chemical Technology, Uppal Hyderabad – 500 007, Telangana, India Attention- Controller of Stores & Purchase, CSIR-IICT
13.	GCC 2.35.1	Telephone: :+91-040 – 2719 1245 / 1246 / 1241 / 3228 E-mail address: csiriicthyd@csiriict.in / cosp@iict.res.in / spodk@iict.res.in
14.	GCC 2.43.1	Integrity Pact(IP) – The Integrity Pact is not to be signed . However, all efforts must be made to realize the objectives & spirits thereof.
15.	GCC 2.43.2	The name and contact details of the IEMs are as under: Not Applicable to this Tender

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)
	Supply and Installation of “ Fully automated State of the Art 4-circle Kappa dual source microfocus (Mo & Cu) single crystal X-ray diffractometer with high-end, large area detector and low-temperature device attachment ”, as per the specifications mentioned in Chapter - 4	1 No.				

Term of delivery: **F.O.R Destination** _____ (IICT 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: Research

4.2 Scope of Supply and incidental works: Please refer to Para 4.2 above.

Technical specifications for a fully automated State of the Art 4-circle Kappa dual source microfocus (Mo & Cu) single crystal X-ray diffractometer with high-end, large area detector and low-temperature device attachment.

Single crystal X-ray diffractometer system: An advanced floor mounted Single crystal X-ray diffractometer system (equipped with low-temperature device) for small molecule single crystal data collection and structure determination of organic, inorganic and organometallic compounds with X-ray Generator, large area detector (CPAD / HPAD / HPC based technology), microfocus dual X-ray sources (Mo & Cu) and optics, four circle Kappa goniometer with other accessories and peripherals required to fully integrate the system including a cooling system for crystals during the data collection and all hardware and software starting from the mounting of crystal, data collection, structure determination, assignment of the absolute configuration of compounds having both lighter (C, H, N, O, F) and heavier atoms and to the generation of crystallographic information file. All necessary integrated software for these purposes should also be provided. The system offered should be complete in all respect having the following specifications.

1	Mounting: Floor-mounted system for dedicated use in an R & D laboratory/institute.
2	Sample/Detector Positioning System: Goniometer: The SC-XRD system should have a fully automated four-circle Kappa (4-circle goniometer consisting of ϕ , ω , κ , and θ axes) Goniometer with various axes controlled through the system computer. (a) Fully automated Goniometer with axes capable of rotating both the crystal and the detector allowing for high precision. (b) Positioning accuracy should be better than 0.002 deg. (c) Good slew speed (0.010/min to 2000/ min). (d) Sphere of confusion < 7 micrometers (e) Collision prevention through software. (f) Huber goniometer head should be provided. (g) It is necessary that the goniometer is of a design that can be recalibrated at on-site. (h) The detector shall be mounted on the remotely controlled, motorized track so that the distance from the sample to the detector is variable, with high accuracy. The sample to the detector distance should be variable under computer control over a range of at least 35 - 160 mm or better. (i) The goniometer shall be constructed in such a way that the extended directions of the axes intersect at one point, with an error not greater than 10 microns and the theta arm shall have a universal mount which is compatible with vendor's full range of detectors. The sphere of confusion must be lesser than 10 microns even when the detector is at its closest or farthest distance. (j) Vendors should provide a table with maximum/minimum speed, angular ranges, accuracy, and reproducibility for each of the axis. Video microscope and Illumination: Integrated CCD video high-resolution microscope for easy sample alignment should be part of the standard scope of the supply. It should produce a clear image of the sample with magnification > 100 with the facility for recording a movie of sample orientation and

	<p>movement. It should support measuring and indexing crystal faces coupled with provided software for the required motion video. For numerical absorption correction, the software should allow the indexing of crystal faces by interactive use of video pictures or movies of the crystal investigated.</p>
3	<p>X-ray Detector & Beam Optics: X-ray Detector: State of the art large area X-ray detector system charge-integrating pixel array detectors (CPADs) or Hybrid Pixel Counters (HPCs) or Hybrid Pixel Array Detector (HPAD)] with no dead areas for detecting the diffracted X-rays and accurately measuring their intensities of the diffraction pattern from a single crystal. The detector must have a warranty of 3 years. The detector should be suitable for X-ray diffraction data collection from both Mo and Cu radiation with the highest sensitivity and the latest technology with 1:1 data acquisition without the taper demagnification. It should be maintenance-free. An adequate cooling system should be provided for the detector. Regarding the beam optics involved relevant monochromator with all the necessary accessories/optics for use in Mo and Cu microfocus radiations with enhanced flux must be provided.</p> <ul style="list-style-type: none"> a) The active area of the detector should be 100 x 100 mm or larger without any dead region. b) Should have a high-signal-to-noise ratio for single crystal frame data collection suitable for both Mo and Cu radiation having a large active area with pixels $\leq 200\mu\text{m} \times 200\mu\text{m}$ supported by Shutter-less mode for fast data collection. c) Detective Quantum Efficiency (DQE) must be $\geq 90\%$ for both Cu & Mo radiations. d) For rapid data collection, the fastest read out of the detector is desired and should operate under a shutterless continuous data collection mode. e) The detector should be sensitive to capture the weakest of the weakest reflections with excellent resolution. f) The detector should be preferably air-cooled or water cooled independently using an inbuilt cooler if necessary. g) Point spread function (PSF): ≤ 1 pixel (FWHM).
4	<p>X-ray Generator and X-ray Tube: Computer controlled, sealed X-ray generator with power output $\geq 50\text{W}$, maintenance-free remote controlled operation, high speed/safety shutter and fail-safe switch generator stability, alarm and functions indicator for overloading, tube current, line voltage, target cooling, adjustable maximum load capability, display of kV and mA, and adjustable through the computer program. The X-ray tubes (Mo & Cu) and all other components of the source must have a warranty of 3 years irrespective of system warranty.</p> <p>For extended applicability and to ensure the analysis of very small and most weakly diffracting crystals, the instrument should be quoted with air-cooled high brilliance latest technology of microfocus or Photon Jet X-ray generators of Mo $K\alpha$ and Cu $K\alpha$ air-cooled sources.</p> <ul style="list-style-type: none"> a) Flux density / Beam Intensity [$\text{ph}/(\text{s}\cdot\text{mm}^2)$] Cu $K\alpha$: $\geq 5 \times 10^9$ or better. b) Flux density / Beam Intensity [$\text{ph}/(\text{s}\cdot\text{mm}^2)$] Mo $K\alpha$: $\geq 2 \times 10^9$ or better. c) Appropriate focusing mirrors/mechanism to ensure the highest flux density of Mo $K\alpha$ and Cu $K\alpha$ radiations at the sample crystal. d) Intensity decay should not be more than 5% per year e) The switching over from one radiation to another should be smooth and controlled through a computer with a fast interchange of system settings, measuring conditions and system parameters with independent generators and optics respectively. f) Both the Mo $K\alpha$ and Cu $K\alpha$ microfocus sources should have power output in the range of 50W or higher and the beam diameter at the crystal should be less than 150 μm.

	<p>g) Adjustable maximum load capability, digital display of kV and mA and adjustable through the computer, operation through automatic generator control software.</p> <p>h) Maintenance: The vendor should have factory-trained service specialists for after-sales support. Details to be furnished.</p>
5	<p>Low Temperature attachment:</p> <p>Temperature Control Unit (for data collection at low temperatures using Liquid Nitrogen)</p> <p>a) Low temperature attachment of Oxford system working from 80K to 400K range with stability of +/-1 K or better over the whole temperature range should be quoted. The low-temperature attachment should be with very low liquid N2 consumption, no icing effect, equipped with liquid N2 Dewar of minimum 50 / 60 liters capacity.</p> <p>b) Additionally, one imported Pressurized LN2 Dewar with trolley along with the SCXRD system having a storage capacity of 150 liters of liquid N2 or better with auto transfer facility must be quoted in the basic scope of supply. The required pressure regulators, valves, transfer line, line heater and other necessary accessories should be quoted. Auto transfer facility for the Dewars should be quoted.</p>
6	<p>Environment: (a). Operating Temperature: Approximate: 18 – 32°C, (b). Operating Humidity: Approximate 5-80% RH.</p>
7	<p>Radiation enclosure: Fully X-ray protected enclosure as per international safety norms with certificates complying the instrument safety.</p>
8	<p>Computers Desktop PC's: 1 No's with below-mentioned specifications or better: Intel Core i9-12900,16 GB RAM, 2.0 TB hard disk drive, 27" LED monitor,bUS/INT-keyboard, Optical mouse; Operating System: Windows 10 IoT Ent CBB High End EPKEA (ESD) COA, English</p>
9	<p>Crystal mounting accessories:</p> <ul style="list-style-type: none"> • Cryoloops, Hampton make 0.1 - 0.2 MM (30 PACK) – 1 Nos • Cryoloops, Hampton make, 0.2 - 0.3 MM (30 PACK) – 1 Nos • Cryoloops, Hampton make, 0.3 - 0.4 MM (30 PACK) – 5 Nos • Adjustable magnetic crystal mount Hampton make - 5 Nos • Magnet base for goniometer head – 2 Nos
10	<p>Test crystal: One test crystal should be provided.</p>
11	<p>Application software: The vendor should offer the latest version of their Windows-based complete package of software required for the instrument control and monitoring, data collection, data processing, structure solution and refinement and publication data generation. The software should be on a GUI platform and should be applicable to the instrumental control and data collection for single crystal, twins, low/high temperature, high pressure, charged density and modulated structure. The software should be able to perform complete data acquisition; scaling, absorption correction, space group determination, structure solution and refinement, and final crystallographic information file (cif file) generation for publication purposes. The software shall allow easy change of exposure time, scan range, scan width and detector distance and provide automatic re-measurement of overflow frames, automatic dark image acquisition and optional reference frames for tracking decaying samples.</p> <ul style="list-style-type: none"> • An unlimited number of data integration and analysis software licenses should be

	<p>available. Thus all local and remote dependents of the equipment should have the capability to analyze the data independently.</p> <ul style="list-style-type: none"> • Software for Auto Structure solution should be included in the basic scope. • No public domain software is acceptable. The manufacturer must offer the latest version of licensed software developed by them for at least ten systems. There must be an undertaking that updates to the instrument control/data collection and automated structure solution and refinement software will be provided as available free of charge and in perpetuity. • The offered data acquisition software package must be compatible with SHELX and GX.
12	<p>General requirements:</p> <ol style="list-style-type: none"> a) Comprehensive Warrantee: The complete single crystal X-ray Diffractometer system including X-ray tube, X-ray generator , optics , detector , chillers (if any), UPS quoted should be warranted (comprehensive i.e. incl. parts and labor) for a period of 1 year from the date of installation. The warranty for the X-ray tubes and the detector should be for 3 years from the date of installation. Further, three years AMC should be offered after the expiry of one year warranty period. b) Qualification criteria: The data collected in the offered SXR D system must be publishable as per IUCr guidelines for both Cu and Mo radiations. c) Manuals / Circuit-Diagrams and Instruction Sheets: All the manuals including circuit diagrams and instruction sheets (X-ray diffractometer system, chiller, microscope, UPS and others) must be supplied in English for the purpose of in house service engineer's reference. d) Pre-Installation requirement: Necessary pre-installation advice, room plan, electrical requirements should be sent immediately after the placement of the order. e) Installation in India: Vendors should provide the list of recently (during the last 3 years) installed and functional dual microfocus source SCXRD systems of at least 3 institutions/organizations with their user information in India. f) Installation and commissioning: The installation and commissioning to be carried out free of cost and system operation training should be provided to our group of members and students. g) Application training: Comprehensive application training for a min. of 3 days should be imparted to our group of scientists/technical staff/students from the initial stages to complete structure determination/solution. h) Safety: All the X-ray systems should conform to the highest international Radiation Standards and should be fail-safe. The offered SCXRD system must have fully X-ray-protected enclosure as per the international safety norms and must be CE certified. The vendor should include the relevant conformity certificates along with the technical bid with elaborated information. i) Service facility in India: The supplier should clearly mention their service set up in India for prompt service support along with the number of service engineers specially trained on the offered system. Down-time call attendance should be within 24 hours under the period of warranty and annual maintenance. j) UPS for the single crystal X-ray diffractometer system: The vendor should specify the required capacity of the three-phase UPS for the system including instrument and computers, with one-hour backup k) Spares: The supplier should undertake the availability of spares for the next ten years after installation/discontinuation of the system/model. l) AERB NOC/TA: Vendor should submit AERB NOC /TA for the quoted model

4.3 **Inspection & Tests -**

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

4.3.1 **General**

1. Total Cost must include **12 months comprehensive onsite warranty** (labor + parts, etc.) on the complete system.
2. Total **price** must include transportation and complete installation of the unit(s) at user end.
3. Technical presentation/ demonstration of the offered equipment as per tendered specification need to be provided, if so required by CSIR-IICT.
4. List of users (Govt. of India Institutes and research laboratories) of the similar models as the one(s) offered along with the names, addresses, telephone numbers and e-mail ID's to be enclosed. Supplier may also facilitate IICT user to see the working condition of similar or offered equipment with existing customer, if available.
5. 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.
6. 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. 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.
7. 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. The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection, if required.
8. Detailed original literature indicating all technical specifications and features must be enclosed with the offer. Merely stating "compiled" in the compliance statement will not be considered and offer made will be disqualified.
9. All standard/essential accessories that would be supplied along with the system must be clearly mentioned in the offer.
10. Availability of service support at site and response time for a service call during and after warranty to be specified.
11. The principals / local agents are responsible for the installation, testing and commissioning of the system and accessories.
12. **Pre-installation and utility requirements** for installation and running the system, if any, should be clearly mentioned well in advance.
13. All other clauses of payment details, validity of quotation, delivering schedule, shipment etc. to be clearly indicated in the offer.
14. 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 principal/OEM 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.

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

4.3.2 **Manufacturer's Inspection Certificate`**

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

4.3.3 **Pre Dispatch Inspection. Documents to be provided**

4.3.4 **Acceptance Test**

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

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

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

- 4.1 **Training** : Free training should be imparted to CSIR-IICT users at the purchaser's premises on operation and application of the supplied item after installation.

4.4 **Warranty**

12 months comprehensive onsite warranty from the date of successful installation and final acceptance of the supplied system by CSIR-IICT user.

Selection of the system would be based on the response to all the above points apart from the proven

technical specifications and features, support, service and suitability to CSIR-ICT's requirements. Please therefore respond to all the points with sufficient details. Merely stating "Complied" will not be considered as a suitable justification.

Price Schedule Form

CHAPTER 5

PRICE SCHEDULE FOR GOODS BEING OFFERED WITHIN INDIA

Name of the Bidder _____

Tender No. _____

1	2	3	4	5	6	7	8	9	10	11	12
Sl. No	Item Description With HSN code	Country of origin	Unit	Quantity	Unit Rate Ex-Works, Ex-warehouse, Ex-show room off the shelf price (inclusive of all taxes already paid)	Total price Ex-Works, Ex-warehouse, Ex-show room off the shelf price (inclusive of all taxes already paid) 5x6	GST & other taxes payable, if contract is awarded	Packing & 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 **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 must have delivered, Installed, commissioned with the same, similar or higher model / version of the quoted equipment to any Government Organisation / Research Organisation of repute / any CSIR laboratories, within past three financial years. At least **one order copy** with successful installation certificate must be enclosed.
2. 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.
3. The bidders must not have been under any declaration of **ineligibility** by any authority. A declaration to the effect should be furnished;
4. 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. ~~Foreign bidders to disclose the name and address of agent and representatives in India and Indian bidder to disclose their foreign principal or associates.~~

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

PLEASE NOTE: ONE OR MORE OF THE QUALIFICATION CRITERIA / REQUIRMENT COULD ALSO HAVE BEEN MENTIONED IN **CHAPTER 4**, VIZ. UNDER TECHNICAL SPECIFICATIONS (AS THESE ARE COMMUNICATED BY THE END USERS) 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
- € General Conditions of Contract
- (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
- € The Supplier's Bid and original Price Schedules
- (f) The Purchaser's Notification of Award
- (g) *[Add here any other document(s)]*

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

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

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

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

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

Signed: *[insert signature]*

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

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

Signed: *[insert signature]*

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

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

For and on behalf of the Supplier

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

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

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

CHAPTER 8

Other Standard Forms

(To be enclosed as indicated below)

Table of Contents

Sl. No.	Name
01.	Bidder Information Form (to be enclosed with the technical bid)
02.	Manufacturers' Authorization Form (to be enclosed with the technical bid)
03.	Bid Securing Declaration. (to be enclosed with the technical bid)
04	Performance Statement Form (to be enclosed with the technical bid)
05	Deviation Statement Form (to be enclosed with the technical bid)
06	Service Support Detail Form (to be enclosed with the technical bid)
07	Bid Form (to be enclosed with the priced bid)
08	Performance Security Form
09	Acceptance Certificate Form
10	Integrity Pact (to be enclosed with the technical bid)
11	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)
12	Price Schedule
13	Format of Affidavit of self-certification regarding domestic value addition (to be enclosed with the technical bid)
14	Format of Certificate to be provided by bidder in case of subcontracting. (to be enclosed with the technical bid)
15	Format of self-declaration in terms of land border instructions
16	Format for Technical Compliance (to be enclosed with the technical bid)

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 <i>[insert Bidder's legal name]</i>
02.	In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>
03.	Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
04.	Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
05.	Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
06	NAME AND ADDRESS OF BANK: BANK ACCOUNT NUMBER: TYPE OF ACCOUNT: IFSC CODE:
07.	Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
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 the Government of India as applicable to MSEs 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(MII) order/ circular? If So, write Yes
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: <i>[check the box(es) of the attached original documents]</i> Articles of Incorporation or Registration of firm named in 1, above.
15.	Whether bidder intends to claim the benefit of purchase preference in under the MSEs Policy and Make in India policy of the Govt. of India with reference to point 11, 12 & 13 above. If yes , please specifically indicate your status as the bidder under one of the following category in terms of the Govt. of India, Ministry of Finance, Department of Expenditure OM No. F.1/4/2021-PPD dt. 18.05.2023 – i. “MSE Class-I local supplier”, or ii. ‘MSE but non-Class-I local supplier” or iii. ‘Non-MSE but Class-I local supplier” or iv. ‘Non-MSE non-Class-I local supplier’ <u>(Delete or Strike out, whichever not applicable. Write “NO” if none of above four category is applicable).</u>

Signature of Bidder _____

Name _____

Business Address _____

MANUFACTURERS' AUTHORIZATION FORM

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

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

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

To,

The Director,

CSIR-IICT, Hyderabad-500007.

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-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 two years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

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

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

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

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

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

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

Corporate Seal (where appropriate)

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

Form –4

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

Signature and Seal of the manufacturer/Bidder

Place :

Date :

Form – 5

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
1.					
2.					
3.					
4.					

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: Where there is no deviation, the statement should be returned duly signed with an endorsement indicating “No Deviations”.

Form – 6

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 –7

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 to Bid No.: (Insert No. of IFB)

To: Insert the complete name of the Purchaser)

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda]*;
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services *[insert a brief description of the Goods and Related Services]*;
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies]*;
- (d) The discounts offered and the methodology for their application are:
Discounts: If our bid is accepted, the following discounts shall apply. *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*
- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 1.17.1 from the date fixed for the bid opening, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 1.43 and GCC Clause 2.13 for the due performance of the Contract and also submit order acceptance within 14 days from the date of contract in accordance with ITB Clause 1.42 and GCC Clause 2.44;
- (g) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
-------------------	---------	--------	--------

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

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

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

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

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

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

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

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

Form -8

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. datedto 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 – 09

ACCEPTANCE CERTIFICATE FORM

No. _____

Dated: _____

M/s. _____

Sub: Certificate of commissioning of equipment

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

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

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

Sl. No.	Description	Amount to be recovered

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

or

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

(a)

(b)

(c)

(d)

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

For Supplier

For Purchaser

Signature

Signature.....

Name

Name.....

Designation

Designation.....

Name of the firm.....

Name of the Lab/Instt.....

Date

Date.....

Form -10

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 forThe 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 signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

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

Section 10 – Other provisions

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

(For & On behalf of the Principal)	(For & On behalf of Bidder/Contractor)
(Office Seal)	(Office Seal)
Place.....	Place.....
Date.....	Date.....
Witness 1:(Name & Address): _____	
Witness 2::(Name & Address): _____	

FORM - 11

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 -12

PRICE SCHEDULE FORM FOR GOODS BEING OFFERED WITHIN INDIA

Name of the Bidder _____

Tender No. _____

1	2	3	4	5	6	7	8	9	10	11	12
Sl. No.	Item Description With HSN code	Country of origin	Unit	Quantity	Unit Rate Ex-Works, Ex-warehouse, Ex-show room off the shelf price (inclusive of all taxes already paid)	Total price Ex-Works, Ex-warehouse, Ex-show room off the shelf price (inclusive of all taxes already paid) 5x6	GST & other taxes payable, if contract is awarded	Packing & 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 - 13

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

EquipmentTENDER 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 – 14

(For details refer to OM 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.)

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 – 15

(For details, please refer to the Govt. of India(Gol.), Ministry of Finance, Department of Expenditure OM No. **F 6/18/2019-PPD dated 23.78.2020** and Gol., Department for Promotion of Industry and Internal Trade(DPIIT) Order P-45021/112/2020-PP(BE-II) (E-43780) read with any other amendment/ related instructions issued by the Govt. of India, from time to time as on date of issue of this tender)

To,
The Director,
CSIR-IICT,
Hyderabad-500007.

Certificate by bidder for participation

With reference to CSIR-IICT, Hyderabad Tender Enquiry bearing No. dated it is certified that:

*I/we have read clauses 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 and I / We certify that the bidder is not from such a country **or** if from a such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the competent Authority. (A valid certificate issued by the Competent Authority has been attached with the bid, if applicable).*

Further, I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. Details of offered goods are as under-

- i. Country of Origin of the Offered Item _____
- ii. Manufacturer of the offered item _____
- iii. _____ Complete Address of the manufacturer
- iv. Manufacturer of the offered item does not pertain to such a country which shares Land Border with India.

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

(Sign and Seal of authorized representative of the firm)

This Annexure provides only brief overview of the main tendering related provisions of various policies of the Govt. of India (those related to MSEs, Make in India(MII), Start Up India, DPIIT guidelines etc. Bidders are encouraged in their own interest to go through the original policy documents issued by concerned ministries / departments of the Government of India, as these are revised from time to time. For the purpose of tender evaluation and deciding eligibility / ineligibility of bidder's offer, interpretation will be based on the current provisions in the original document of the concerned policy.

1. The bidder must

1. **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 amendment thereto from time to time.
2. **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.
2. **CSIR-IICT is registered with Dept. of Scientific & Industrial Research, Govt. of India** and eligible for concessional Custom Duty. However, GST(IGST/CGST/SGST) shall be paid at applicable rates only.
3. **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:**
 - a. 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 2012" shall be subject to meeting technical specifications and full compliance of other terms and conditions of the RFQ / NIT and Contract.
 - b. Products / goods manufactured by Micro and Small Enterprises shall be eligible for purchase preference 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 bidders are eligible to seek benefit under Purchase Preference Policy(PPP) under 'MAKE IN INDIA(MII)' policy as well as PPP for 'MSE ,2012', then the bidder should categorically seek benefits specifying benefits claimed by the bidder with reference to MAKE IN INDIA OR MSE policy in BID FORM itself. Please also refer to the Govt. of India, Ministry of Finance, Department of Expenditure **OM No. F.1/4/2021-PPD dt. 18.05.2023** for order of *inter se* purchase preference applicable in such **concurrent applicability** of MII and MSEs policy in such cases.

4. 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** (Registration Committee as constituted by Department of Promotion of Industry and Internal Trade) and submits a valid registration Certificate. (please refer to Order no.6/18/2019-PPD dated 23 July 2020 and any amendments thereon.)
 - 4.1 "Bidder" (including the term 'tendered', '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 judicial person not falling in any of the descriptions of bidder stated hereinbefore, including any agency branch or Officer controlled by such

person, participating in a procurement process.

4.2 "Bidder from a country which shares a land border with India" for the purpose of this order means:

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

4.3 The beneficial owner for the purpose of above will be as under

- i. 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 judicial person, has a controlling ownership interest or who exercise control through other means.
Explanation -
 - a) "Controlling ownership interest" means ownership of a or entitlement to more than twenty-five percent of shares or capital or profits of the company;
 - b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements.
 - ii. In case of a partnership firm, the beneficial owner is the natural persons(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - iii. 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 judicial 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;
 - iv. 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;
 - v. 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.
- 4.4 An agent is a person employed to do any act for another, or to represent another in dealings with third person.

5 Eligibility with respect to 'Make in India'

- a) In procurement of all goods, services or works in respect of which the Nodal Ministry I 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-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub- para 3(a) 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.

6 Purchase Preference Policies:

A) Purchase Preference Policy in respect of MSEs

- a) 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.
- b) 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).
- c) In case more than one such Micro and Small Enterprise, the supply shall be shared proportionately.
- d) 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-II 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 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) 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-II local supplier' as well 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 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.

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

7. Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017 shall be governed in terms of the Govt. of India, Ministry of Finance, Department of Expenditure OM No. F.1/4/2021-PPD dt. 18.05.2023, as amended from time to time. The brief guidelines under situation of concurrent application of aforesaid policies are briefly detailed as under

-

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

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

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

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

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

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

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

can be as under:

- i. L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
 - ii. L-1 is "MSE non-Class—I local supplier" - Purchase preference is to be given to Class-I local supplier as per PPP-MII Order. Balance quantity, is to be awarded to L-1 bidder.
- c. If items are neither notified for sufficient local capacity nor reserved for MSEs, then the process will be as follows:

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

- i. L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
- ii. L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is to be given to MSEs, if eligible, as per PPP-MSE Order. Balance quantity is to be awarded to L-1 bidder.
- iii. L-1 is "MSE but non-Class-I local supplier" - Purchase preference is to be given to Class-I local suppliers, if eligible, as per PPP-MII Order. Balance quantity is to be awarded to L-1 bidder.
- iv. L-1 is "Non-MSE non-Class-I local supplier" - Purchase preference is to be given to MSEs as per PPP-MSE Order. Thereafter, purchase preference is to be given to Class-I local suppliers for "50% of the tendered quantity minus quantity allotted to MSEs above" as per PPP- MII Order. For the balance quantity, contract is to be awarded to L-1 bidder. (Kindly refer to the illustrative example in the annexure to said OM dt. 18.05.2023 under reference).

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

- i. L-1 is "MSE Class-I local supplier" - Contract is awarded to L-1.
- ii. L-1 is not "MSE Class-I local supplier" but the "MSE Class-I local supplier" falls within 15% margin of purchase preference - Purchase preference is to be given to lowest quoting "MSE Class-I local supplier". If lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher "MSE Class-I local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on.
- iii. If conditions mentioned in sub paras (i) and (ii) above are not met
i.e. L-1 is neither "MSE Class-I local supplier" nor "MSE Class-I local supplier" is eligible to take benefit of purchase preference, the contract is to be awarded/ purchase preference to be given in different possible scenarios as under:
 - A. L1 is "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier" — Contract is to be awarded to L1.

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

7.3 Items reserved for both MSEs and Class-I local suppliers:

These items are reserved exclusively for purchase from MSEs as well as Class-I local suppliers. Hence, only “MSE Class-I local supplier” are eligible to bid for these items. Non-MSEs/Class-II local suppliers/ Non-local suppliers cannot bid for these items. Hence the question of purchase preference does not arise.

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

(Bidders are advised to refer to said OM No. F.1/4/2021-PPD dt. 18.05.2023 and related instructions for further details).

NOTE ABOUT ‘LOCAL CONTENT’: As per Letter No. P- 45021/102/2019-PP(BEII)(E-29930) dated 26.11.2020 and OM P- 45021/102/2019-PP(BE-II)-BE-Part-(1)(E-50310) dated 04.03.2021 of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade, it is clarified that bidders offering imported products will fall under the category of ‘Non-local suppliers’. They cannot claim themselves as Class-I local supplier / Class-II local supplier by claiming the services such as transportation, Insurances, Installation, Commissioning, training and after sales services support like AMC/CMC etc. as local value addition.