



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

(वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद् /  
Council of Scientific & Industrial Research

उप्पल रोड, हैदराबाद / Uppal Road, Hyderabad-500 007,  
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निविदा कालिए निमंत्रण / INVITATION TO TENDER

निविदा सं./ TENDER ENQUIRY No. - [PUR/IICT/0326/24-25/EQPT](#)

खुली निविदा निमंत्रण हतु निविदा दस्तावज /  
BID DOCUMENT FOR OPEN TENDER ENQUIRY(OTE)/[GLOBAL TENDER ENQUIRY \(GTE\)](#)

सामग्रियों का विवरण / ITEMS DESCRIPTION

**“Supply, Installation and commissioning of  
“Preparative Liquid Chromatography”**

*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 (GoI), as amended from time to time, as on the date of issue of tender and related instructions of the GoI.

सम्पर्क/ contact-

भंडार एव क्रय नियंत्रक

Controller of Stores & Purchase

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

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	(वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद् / <b>Council of Scientific &amp; Industrial Research</b>	
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	<b>दूरभाष/Tel: +91 40 27191246 / 2719 1245 / 27191241 /2719 1136</b> <b>ई-मेल/Email: csiriichthd@csiriict.in</b>	

### Invitation for Bids / Notice Inviting Tender

**Date: 29-06-2024**

**No. PUR/IICT/0326/24-25**

**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 under **Open Tender Enquiry (OTE)/ Global Tender Enquiry (GTE)** mode:

Sl. No.	Description	Quantity	Single/ Two bid	Bid Security (EMD)
1	Supply, Installation and commissioning of " <u>Preparative Liquid Chromatography</u> " as per the specifications indicated under Chapter 4	1 No.	Two bid	EMD is to be submitted in the form of Bid security Declaration (BSD) Form as per the <b>FORM-3</b> in the tender document  or Rs. 1,05,000-00

1. E-Bids are invited through the electronic tendering process and the Tender Document can be downloaded from the e-Tender portal of Government of India, <https://eprocure.gov.in/epublish/app>. A copy of the Tender Document is also available on CSIR-Website, [www.iict.res.in](http://www.iict.res.in). The submission of e-Bids will be only through the e-Tender portal <https://eprocure.gov.in/epublish/app>. Bids will not be accepted in any other form.

2. The address and schedule for submission of Bid is as follows:

**CONTROLLER OF STORES & PURCHASE,**  
**CSIR-INDIAN INSTITUTE OF CHEMICAL TECHNOLOGY(IICT),**  
**UPPAL ROAD, HYDERABAD-500 007, TELANGANA, INDIA.**  
 Phone No.040 – 2719 1246/ 1245/ 1241/ 1136.

Email: [csiriichthd@csiriict.in](mailto:csiriichthd@csiriict.in) / [cosp@iict.res.in](mailto:cosp@iict.res.in) / [spodk@iict.res.in](mailto:spodk@iict.res.in)

3. The prospective bidders should adhere to deadlines specified in Tender Details Screen corresponding to this Tender on E-Tender portal <https://eprocure.gov.in/epublish/app>.
4. Bid Security/Earnest Money Deposit
  - (i) **The amount of bid security/EMD shall be**
    - a) In case of Indigenous Bidder: **NIL**
    - b) In case of Foreign Bidder: **NIL**

If the bid security is **NIL** or Bidder is claiming exemption as per provisions specified in the Tender document, then the bidder has to give **Bid Securing Declaration(BSD)** as per format specified in Chapter-Annexure- D.

- (ii) The Bid Security/Earnest Money Deposit shall be deposited through Bank Guarantee/Demand Draft drawn in favour of “The Director, Indian Institute of Chemical Technology, Hyderabad”. The original Bid Security/EMD must be delivered to address mentioned in Sr.No.2 above on or before bid submission date and time as mentioned in “Date Sheet” failing which the bid shall be summarily rejected.  
For further details, refer Clause No.1.15 of Tender document.

5. 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)	08-07-2024	11.00 AM (time is indicated, it may continued for whole day)	Stores & Purchase Meeting Room CSIR-IICT, Hyderabad

5. The bid have to be submitted only after **PBC** scheduled on **08.07.2024** in the **Stores and Purchase(S&P) Meeting Room** and after taking a note of the **PBC minutes**, which will be hosted in IICT website [www.iictindia.org](http://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: 29-07-2024 up to 1300 hrs. (IST)**

**Date of Opening Technical Bid: 30-07-2024 - 1430 hrs. onward (IST)**

6. As per Procurement policy of Government of India

(a) This is an Open Tender Enquiry(OTE)/~~Global Tender Enquiry (GTE)~~ 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. ~~Non-local suppliers are also eligible to participate subject to aforesaid conditions related to MII policy.~~

(b) The purchaser intends to give purchase preference to products/goods manufactured by Micro and Small Enterprises(MSEs) (**briefly specified in Clause- 1.30.3and Chapter-9: Part-B of Tender Document**), as made applicable by the Govt. of India from time to time.

This tender document is published on CPP Portal(CPPP) and also on CSIR-IICT website- <https://www.iict.res.in/tenders> 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)*’. ‘*Non-Local Suppliers*’ are not eligible to participate against this tender.

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

i. One dealer/agent cannot represent two **OEMs** or 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. 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.

## 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 enrol 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](https://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. 29<sup>th</sup> Oct., 2020 and No. F.20/45/2020-PPD dt. 8<sup>th</sup> 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. 29<sup>th</sup> 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. 8<sup>th</sup> 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 14<sup>th</sup> 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.

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

## **CRITICAL DATE SHEET\***

<b>क्रमांक Sl. No.</b>	<b>प्रक्रम / Stage</b>	<b>दिनांक और समय /Date &amp; Time</b>
1.	प्रकाशन का दिनांक और समय Publish Date & Time	<b>29-06-2024</b>
2.	दस्तावेज डाउनलोड का प्रारंभ दिनांक और समय Document Download Start Date & Time	<b>29-06-2024</b>
3.	संदर्भ / सवाल पूछन की अंतिम दिनांक और समय Last Date & time for receipt of queries	<b>06-07-2024 upto 11.00 AM</b>
4.	बोलीपूर्व सम्मेलन, यदि हो तो Pre-bid Conference, if any	<b>08-07-2024</b>
5.	बोली जमा करन की प्रारंभिक दिनांक और समय Bid Submission Start Date & time	<b>15-07-2024</b>
6.	बोली जमा करन की अंतिम दिनांक और समय Bid Submission End Date & Time	<b>29-07-2024 – 01.00 PM</b>
7.	बोली खोल जान की दिनांक और समय Bid Opening Date & Time	<b>30-07-2024 – 02.30 PM</b>
	<b>Mode of submission of Bid</b>	<b>e-procurement Bids ONLY THROUGH ONLINE ON THE Central Public Procurement Portal of e-TENDERS: (WEB LINK: <a href="https://etenders.gov.in">https://etenders.gov.in</a>)  <b>HARD COPIES OF QUOTATIONS WILL NOT BE ACCEPTED BY IICT</b></b>

\* **NOTE: The final dates shall be as per the dates given in CPP Portal (CPPP) only.**



## CONTENTS OF TENDER / BIDDING DOCUMENT

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

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

### LIST OF SHORT FORMS AND FULL FORMS

SHORT FORM	FULL FORM
BG	BANK GUARANTEE
BOQ	BILL OF QUANTITY
BS	BID SECURITY
CIF	COST INSURANCE & FREIGHT
CIP	CARRIAGE PAID TO
CSIR	COUNCIL OF SCIENTIFIC AND INDUSTRIAL RESEARCH
CVC	CENTRAL VIGILANCE COMMISSION
EMD	EARNEST MONEY DEPOSIT
ESIC	EMPLOYEES STATE INSURANCE CORPORATION
FCA	FREE CARRIER
FOB	FREE ON BOARD
GCC	GENERAL CONDITIONS OF CONTRACT
GOI	GOVERNMENT OF INDIA
GST	GOODS & SERVICES TAX
ICC	INTERNATIONAL CHAMBERS OF COMMERCE
IEMs	INDEPENDENT EXTERNAL MONITORS
IP	INTEGRITY PACT
IPC	INDIAN PENAL CODE
IST	INDIAN STANDARD TIME
ITB	INSTRUCTIONS TO BIDDERS
JS (A)	JOINT SECRETARY (ADMINISTRATION)
LC	LETTER OF CREDIT
LD	LIQUIDATED DAMAGES
MAF	MANUFACTURER AUTHORISATION FORM
CSIR-IICT	NATIONAL CHEMICAL LABORATORY
NIT	NOTICE INVITING TENDER
NSIC	NATIONAL SMALL INDUSTRIES CORPORATION
PS	PERFORMANCE SECURITY
SCC	SPECIAL CONDITIONS OF CONTRACT
UNCITRAL	UNITED NATIONS COMMISSION ON INTERNATIONAL TRADE LAW

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1.42	Assistance to Bidders
1.43	Bidder's right to question rejection of bid
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## **A. Introduction**

**Instructions to bidder (ITB) are broad guidelines to be followed while formulating the bid and its submission to the Purchaser. It also describes the methodology for opening and evaluation of bids and consequent award of contract. Instructions applicable for import of goods (Global Tender Enquiry) need not be applicable for domestic/Open Tender Enquiry (OTE) and those may be ignored.**

### **1.1 Eligible Bidders**

- 1.1.1. This Invitation for Bids is open to all suppliers. However, only Class-I and Class-II local suppliers are eligible to participate in **domestic/Open Tender Enquiry (OTE)**. Any bidder from foreign country/their Indian Agent can participate in Global Tender Enquiry (GTE) only subject to clause-1.1.3 below. Mode of procurement is whether **domestic/Open Tender Enquiry (OTE)** or Global Tender Enquiry(GTE) is specified in NIT.
- 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. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods or services only if the bidder is registered with the Competent Authority as specified in Ministry of Finance (GoI) Order No. 6/18/2019 – PPD dated 23 rd July 2020.
- 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 be ineligible for participation in the bidding process.
- 1.1.5. Ministry of Finance, Department of Expenditure, Procurement Policy Division **OM No.: No. 6/9/2020-PPD Dated 24th August, 2020 on Registration of suppliers on Government E Marketplace (GeM) under Rule 150 of General Financial Rules (GFRs 2017) - It shall be mandatory for sellers providing Goods & Services where the total amount of the bid is more that Rs.25 Lacs (CSIR-IICT including all taxes etc.) to Central Government organisations to be registered on GeM and obtain a unique GeM seller ID at the time of placement of order/acceptance of contract. However, where the order is being placed upon the seller as a result of Global Tender Enquiry it shall be exempt from the purview of guidelines contained in this OM.**
- 1.1.6. Bidders who fulfil the Eligibility Criteria mentioned in Chapter 5 will be considered for Technical Evaluation of bids.

## 1.2 Cost of Bidding

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

## 1.3 Code of Integrity for Public Procurement

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

Sr. No.	Term	Meaning
(a)	Corrupt practice	The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution.
(b)	Fraudulent practice	a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.
(c)	Collusive practice	means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non- competitive levels.
(d)	Coercive practice	means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
(e)	Anti-competitive practice	any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels
(f)	Conflict of interest	participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of purchaser who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the purchaser with an intent to gain unfair advantage in the procurement process or for personal gain
(g)	Obstructive materially impede the purchaser's investigation into allegations of one or more practice	of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the purchaser's Entity's rights of audit or access to information

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

**1.3.3. The bidders/suppliers should sign a declaration about abiding by the Code of Integrity for Public Procurement and submit it in the form as per Chapter-8: Annexure-I along with 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 by Competition Commission of India, and so on.**

**1.3.4. Obligations for Proactive disclosures**

- a) The Purchaser as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to sue-moto proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity.**
- b) The bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity.**
- c) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest would be evaluated and mitigation steps, if possible, taken by the purchaser.**

**1.3.5. Punitive Provisions**

**Without prejudice to and in addition to the rights of the Purchaser to other penal provisions as per the bid documents or contract, if the Purchaser comes to a CSIR-IICT contusion 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 CSIR-IICT including one or more of the following:**

- a) If his bids are under consideration in any procurement:**
  - i. Forfeiture or encashment of bid security;**
  - ii. Calling off of any pre-contract negotiations; and**
  - iii. Rejection and exclusion of the bidder from the procurement process.**
- b) If a contract has already been awarded**
  - i. Cancellation of the relevant contract and recovery of compensation for loss incurred by the Purchaser;**
  - ii. Forfeiture or encashment of any other security or bond relating to the procurement;**
  - iii. Recovery of payments CSIR-IICT including advance payments, if any, made by the purchaser along with interest thereon at the prevailing rate.**
- c) Provisions in addition to above:**
  - i. Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year;**

- ii. In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
- iii. Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

## **B. The Bidding Documents**

### **1.4 Cost of Bidding Documents**

The bidding documents are to be downloaded Free of Cost from CPPP Website <https://eprocure.gov.in/epublish/app>

### **1.5 Content of Bidding Documents**

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

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

### **1.6 Clarification of bidding documents**

#### **1.6.1. In case when there is NO PRE-BID CONFERENCE**

A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing **through the CPPP website <https://eprocure.gov.in/epublish/app>** The Purchaser will respond in writing through the CPP Portal to any request for clarification, provided that such request is received within period of clarification specified on CPPP. No request for clarification or query shall be entertained after the period of clarification specified on CPPP is over. If the Purchaser deems it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under Clause 1.7 relating to amendment of bidding documents and Clause 1.19 relating to Due date for Submission of Bids. The clarifications / amendments issued would be hosted on the CPPP website <https://eprocure.gov.in/epublish/app> of the purchaser for the benefit of the prospective bidders who are expected to take cognizance of the same before formulating and submitting their bids.

#### **1.6.2. In case when there is PRE-BID CONFERENCE**

a) A prospective Bidder requiring any clarification of the Biding Documents shall contact the Purchaser in writing through CPPP website <https://eprocure.gov.in/epublish/app>. The Purchaser will respond in writing through the CPP Portal to any request for clarification, provided that such request is received within period of clarification specified on CPPP which would be deliberated as per Clause 1.6.2 (b) below. No request for clarification or query shall be entertained after the period of clarification specified on CPPP is over. If the Purchaser deems it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following

the procedure under Clause 1.7 relating to amendment of Bidding Documents and Clause 1.19 relating to Due Date for Submission of Bids. The clarifications and amendments issued would also be hosted on the CPPP website <https://eprocure.gov.in/epublish/app> of the Purchaser for the benefit of the other prospective bidders.

- b) A Pre-bid Conference shall be held at venue and schedule specified in Tender Detail Screen. All prospective bidders are requested to kindly attend the Pre-bid Conference. A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing through CPPP website <https://eprocure.gov.in/epublish/app>. Queries would be clarified during the pre-bid conference. The queries and clarifications would become a part of the proceedings of the Pre-bid Conference. These proceedings will become a part of clarifications / amendments to the bidding documents and would become binding on all the prospective bidders. These proceedings would also be hosted on CPPP website <https://eprocure.gov.in/epublish/app> for the benefit of all the prospective bidders. Before formulating and submitting their bids, all prospective bidders are advised to surf through the CPPP website <https://eprocure.gov.in/epublish/app> after the Pre-bid Conference, in order to enable them take cognizance of the changes made in the Tender document.

#### **1.7 Amendment to Bidding Documents**

- 1.7.1. At any time prior to the due date for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.
- 1.7.2. All prospective bidders who have down loaded the Tender Document should surf CPPP website <https://eprocure.gov.in/epublish/app> from time to time to know about the changes / modifications in the Tender Document. The changes / modifications would also be hosted on the CPPP website <https://eprocure.gov.in/epublish/app>. All prospective bidders are expected to surf the CPPP website <https://eprocure.gov.in/epublish/app> before formulating and submitting their bids to take cognizance of the amendments.
- 1.7.3. In order to allow prospective bidders reasonable time to take the amendment into account while formulating their bids, the Purchaser, at its discretion, may extend the due date for the submission of bids and host the changes on the CPPP website <https://eprocure.gov.in/epublish/app> of the purchaser.

#### **C. Preparation of bids**

##### **1.8 Language of Bid**

- 1.8.1. The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language only especially when the details are technical. However, if GOI makes it mandatory under Raj bhasha Abhiyan, in that case views of Raj bhasha unit of CSIR may be sought.
- 1.8.2. The Supplier shall bear all costs of translation, if any, to the English language and bear all risks of the accuracy of such translation, for documents provided by the Supplier.

##### **1.9 Documents Comprising the E-Bid**

- 1.9.1 The E-bid shall comprise of the documents as per the requirement of the Tender Document. The documents specified in Chapter-8: Annexure-F (Part-B) should be scanned and uploaded in PDF format in proper sequence. The scanned documents uploaded as part of bid should be scanned in high resolution for better readability.
- 1.9.2 Documents comprising Single Bid  
All the documents (as applicable) specified in Chapter-8: Annexure-F (Part-B) should be submitted in Single E-Bid along with BOQ- Price bid.
- 1.9.3 Documents comprising Two Bid (Technical Bid & Price Bid)  
Technical bid should comprise documents (as applicable) specified in Chapter-8: Annexure-F (Part-B). Price Bid should comprise of BOQ & Annexure-N (if applicable).
- 1.9.4 Price bid format for Global Tender Enquiry  
In case the bidder quotes wholly in foreign currency or wholly in Indian Currency or partly in foreign and partly in Indian currency, then bidder should submit applicable price bid Format-1 and/or Format-2 given in Chapter-6. These format/s are to be attached in PDF along with Bid.
- 1.10 Price bid  
Bidders should necessarily submit their price bid in the format provided.
- 1.11 Bid Prices
- 1.11.1. Prices should be entered in Price bid formats given in Chapter-6 in the following manner:
- (a) For Goods manufactured within India:
- i) The price of the goods quoted Ex-works
  - ii) GST which will be payable on the goods if the contract is awarded.
  - iii) The charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination as specified in the BOQ.
  - iv) | The installation, commissioning and training charges CSIR-IICT including any incidental services, if any.
- (b) For Goods manufactured abroad:
- i) The price of the goods, quoted on FCA (named Airport abroad) or FOB (named port of shipment), as specified in the BOQ.
  - ii) The charges for insurance and transportation of the goods to the port / place of destination.
  - iii) The agency commission charges payable to Indian agent in Indian rupees, if any.
  - iv) | The installation, commissioning and training charges CSIR-IICT including any incidental services, if any
- 1.11.2. The terms FOB, FCA, CIF, CIP shall be governed by the rules prescribed in the current edition of the Incoterms published by the International Chambers of Commerce, Paris.
- 1.11.3. Where there is no mention of packing, forwarding, freight, insurance charges, taxes etc. such offer shall be rejected as incomplete.
- 1.11.4. The price quoted shall remain fixed during the contract period and shall not vary on any account.



- 1.11.5. All lots and items must be listed in Unpriced bid and priced separately as per BOQ. If Unpriced bid shows items listed but not priced in BOQ, their prices shall be assumed to be CSIR-IICT including in the prices of other items. Lots or items not listed in Unpriced bid shall be assumed to be not CSIR-IICT including in the bid.
- 1.11.6. The CSIR- CSIR-IICT is a public funded Research Institution under Department of Scientific & Industrial Research and concessional Custom Duty @5.15% is applicable for the goods purchased for research purpose vide Government of India Notification No.51/96-Customs dated 23.07.1996
- 1.11.7. In case of imports the freight & insurance will be paid by the Purchaser, as the consignments are to be shipped through the Purchaser nominated freight forwarder.
- 1.11.8. In case of INR bids the price criteria should be on Free Delivery to CSIR-IICT, Hyderabad. Govt. Levies like GST etc., if any, shall be paid at actual rates applicable on the date of delivery. Rates should be quoted accordingly giving the basic price, GST etc., if any.
- 1.11.9. Custom Duty is levied on all import meant for CSIR-CSIR-IICT. Hence, the suppliers are requested to quote only on FOB/FCA basis, freight, insurance and custom duty as applicable to R&D Institutions will be paid by the Purchaser.
- 1.11.10. CSIR-IICT is a public funded Research Institution under Department of Scientific & Industrial Research and concessional GST is not applicable for the goods purchased for research purpose. GST shall be applicable @ 18% ( or as per category of goods) for goods and services supplied to CSIR institutes.

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

## 1.12 Bid Currencies

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

## 1.13 Documents Establishing Bidder's Eligibility and qualifications

- 1.13.1. The bidder shall furnish, as part of its bid, documents establishing the bidders' eligibility to bid and its qualification (as specified in Chapter-5) to perform the contract if its bid is accepted.
- 1.13.2. The documentary evidence of the bidders qualification to perform the contract if the bid is accepted shall establish to the purchasers 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 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.
©	In case a bidder not doing business within India, it shall furnish the certificate to the effect that the bidder is or will be represented by an agent in India, equipped and able to carry out the supply, maintenance, repair obligations etc. during the warranty and post warranty period or ensure a mechanism at place for carrying out the supply, maintenance, repair obligations etc. during the warranty and post-warranty period.

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

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

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

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

(a)	A detailed description of the essential technical and performance characteristics of the goods;
(b)	A list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods during the warranty period following commencement of the use of the goods by the Purchaser in the Price- bid ; and
(c)	An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

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

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

**1.15.1. The Bidder shall furnish, as part of its bid, a Bid security (BS) / Earnest Money Deposit (EMD) of amount as specified in NIT in the form of a Bank Guarantee / Demand Draft drawn on any Scheduled / Nationalized Bank in favour of the Director, Indian Institute of Chemical Technology, Hyderabad**

**/ A. In case of Foreign Bidder(s):**

**a) The BS shall be submitted either by the principal or by the Indian agent.**

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

**B. In the case of indigenous bidders:**

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

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

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

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

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

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

**1.15.6. The bid security should be submitted in its original form to the address:  
CONTROLLER OF STORES & PURCHASE OFFICER,  
CSIR- INDIAN INSTITUTE OF CHEMICAL TECHNOLOGY (IICT)  
UPPAL ROAD, TARNKA, HYDERABAD - 500007**

**Scanned Copy of Demand Draft/Bank Guarantee towards bid security should be uploaded along with the E-bid. The envelop CSIR-IICT enclosing EMD should be Super scribed with Tender number and specifying "EMD" on the envelop.**

**1.15.7. Bid security / EMD is the mandatory requirement however the MSEs registered with agencies /bodies mentioned below are exempted from payment of Earnest Money Deposit (EMD).**

**As per Public Procurement policy (PPP) for Micro & Small Enterprises (MSEs) Order, 2012 issued vide Gazette Notification dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprises of Govt. of India, MSEs must be registered with any of the following in order to avail the EMD and Tender fee exemption:**

- a) District Industries Centers (DIC)
- b) Khadi and Village Industries Commission (KVIC)
- c) Khadi and Village Industries Board
- d) Coir Board

- e) National Small Industries Corporation (NSIC)
- f) Directorate of Handicraft and Handloom
- g) Any other body specified by Ministry of MSME (MoMSM)
- h) Udyog Aadhaar Acknowledgment / Udyog Aadhaar Memorandum issued by MoMSME.

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

- i) MSEs participating in the tender must submit valid & authorised copy of certificate of registration with any one of the above agencies. In case of bidders submitting DIC registration certificate shall attach original notarised copy of the DIC certificate. The MSE's Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSE's certificate matches with the nature of the services and goods /items to be supplied as per Tender.
- ii) Traders / resellers / distributors / authorized agents will not be considered for availing benefits under Public Procurement policy 2012 for MSEs as per MSE guidelines issued by MOMSME.
- iii) The registration certificate issued from any one of the above agencies must be valid as on Bid closing date of the tender. Bidder shall ensure validity of registration certificate in case bid closing date is extended.
- iv) The MSEs who have applied for registration or renewal of registration with any of the above agencies / bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for EMD exemption / preference.
- v) Where any aggregator has been appointed by the Ministry of MSE, 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.

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

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

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

1.15.11. The bid security may be forfeited:

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

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

1.15.13. The bidder who seek exemption for EMD/BS or when EMD/BS specified in NIT is NIL then bidder should submit Bid Securing Declaration as per format specified in Chapter-8: Annexure- D.

#### 1.16 Period of Validity of Bids

1.16.1. 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.

1.16.2. In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax or e-mail). The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

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

#### 1.17 Format and Signing of Bid

1.17.1. The bids may be submitted as Single-bid or Two-bid as specified in the Invitation for Bids / NIT.

1.17.2. In case the bids are invited on single bid basis, then the Bidder shall submit E-bid comprising all documents listed under Clause- 1.9 relating to documents comprising the bid.

1.17.3. In case the bids are invited on two-bid system, the Bidder shall submit E-bid in two separate parts

.First part shall contain Technical bid comprising all documents listed under Clause- 1.9 relating to Documents Comprising the Bid. The second part shall contain the Price-Bid as the form of BOQ.

1.17.4. The scanned copies of the E-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 initialled by the person or persons signing the bid.

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

#### D. Submission of Bids

##### 1.18 Submission of Bids

Bids shall be submitted through E-mail and hard copy should be sent by courier / post.

##### 1.19 Due date for Submission of Bids

The Purchaser may, at its discretion, extend the due date for submission of bids by amending the tender 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 due date will thereafter be subject to the due date as extended.

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**1.20 Late Submission of EMD- Not Applicable**

**1.21 Withdrawal, substitution and Modification of Bids**

1.21.1 The bidder may withdraw, correct or modify his digitally signed bid after submission prior to the deadline for submission of bids.

1.21.2 The bidder is not allowed to modify or withdraw bid after deadline for submission of bids.

**E. Opening and Evaluation of Bids**

**1.22 Opening of Bids by the Purchaser-Not Applicable**

**1.23 Confidentiality**

1.23.1. 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 Award of the Contract. However, decisions taken during process of tender evaluation shall be hosted on e-Tenders portal.

1.23.2. 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.

**1.24 Clarification of Bids**

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.

**1.25 Preliminary Examination**

1.25.1. The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 1.9 and Chapter-8: Annexure-F have been provided, and to determine the completeness of each document submitted.

1.25.2. 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) 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, will be treated as non-responsive and ignored. The following are some of the important points, for which a tender may be declared as non-responsive and will be ignored, during the initial scrutiny:

(i)	The Bidder is not eligible
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(ii)	The Bid validity is shorter than the required period
(iii)	The Bidder has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer
(iv)	Bidder has not agreed to give the required performance security. The goods quoted are sub-standard, not meeting the required specification, etc.
(v)	Against the Requirement (Scope of supply) the bidder has not quoted for the entire requirement as specified in Chapter 4
(vi)	The bidder has not agreed to some essential condition(s) incorporated in the tender.

## **1.26 Responsiveness of Bids**

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

(i)	affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Tender; OR
(ii)	limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Proposed Contract; OR
(iii)	if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

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

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

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

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

**1.27.1. Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.**

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

**1.27.3. Provided that the Bid is substantially responsive, the bid shall be evaluated as per BOQ.**

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

**1.28 Examination of Terms & Conditions- Technical Evaluation**

- 1.28.1.** The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
- 1.28.2.** The Purchaser shall examine the Bid to confirm that Eligibility and Qualification criteria as specified in Chapter is fulfilled by the bidder.
- 1.28.3.** The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause- 1.14, to confirm that all requirements specified in Chapter 4 of the Bidding Documents have been met without any material deviation or reservation.
- 1.28.4.** If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 1.26, it shall reject the Bid.
- 1.28.5.** Any bidder seeking benefit/preference under MSE / Make in India or any other policy/scheme of the Government of India, which is currently in force MUST at the time of bidding itself enclose all relevant documents / certificates etc. for claiming such benefits. The bidder must also clearly highlight the provisions of the policy and the kind of benefit being sought by it for which it meets the conditions for claiming such benefits. It may be noted that no other benefit / preference / concessions which is beyond the scope of the policy or the bidder's entitlement under the policy shall be given / considered by us. If the bidder fails to claim such benefit and/or fail to submit necessary documents/certificates in support of its claim at the time of bidding itself, its claim shall not be entertained at a later stage in the bidding process and no opportunity shall be provided to it to submit any document / certificate.

**1.29 Conversion to Single Currency**

To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable 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 in the case of single bid and the rates prevalent on the date of opening of the Technical Bids in case of two-bid. For this purpose, "Bill currency selling" exchange rate notified in [www.xe.com](http://www.xe.com) or [www.rbi.org](http://www.rbi.org) or any other website would be used by the purchaser.

**1.30 Evaluation and comparison of bids- Not Applicable**

- 1.30.1.** The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 1.30.2.** To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined below. No other criteria or methodology will be used.
- 1.30.3. Price preference- Not Applicable**  
Price preference to Local suppliers as per Make in India procurement policy of Govt of India and MSEs shall be given as per provisions and methodology specified in Chapter-9.



**1.30.4. The bids shall be evaluated on the basis of final landing cost which shall be arrived as under and as per format given in BOQ of e-Tender:**

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

(i)	The price of the goods quoted Ex-works
(ii)	GST which will be payable on the goods if the contract is awarded
(iii)	The charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination as specified in the BOQ.
(iv)	The installation, commissioning and training charges including any incidental services, if any as given in Scope of Supply (Chapter 4)

**(b) For Goods manufactured abroad**

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

i)

~~The price of the goods, quoted on FCA (named Airport abroad) or FOB~~

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

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

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

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

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

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

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

**1.31 Comparison of Bids- Not Applicable**

**The Purchaser shall compare all substantially responsive bids to determine the lowest bid (L1), in accordance with ITB Clause 1.30 and and Technical & Price bid evaluation as per criteria laid down in Chapter-5.**

**1.32 Contacting the Purchaser**

**1.32.1. Subject to ITB Clause 1.24, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.**

- 1.32.2. 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.

**1.33 Post qualification**

- 1.33.1. In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 1.13.
- 1.33.2. The determination will take into account the Eligibility & Qualification criteria listed in the Chapter-5 of Tender document and it will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.
- 1.33.3. 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**

**1.34 Negotiations**

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

**1.35 Award Criteria**

Subject to ITB Clause 1.37, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. The details of the award would be hosted on the CPPP website <https://eprocure.gov.in/epublish/app> & CSIR-IICT Website [www.iict.res.in](http://www.iict.res.in)

**1.36 Purchaser's right to vary Quantities at Time of Award or later**

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

**1.37 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.

**1.38 Notification of Award**

- 1.38.1. 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.

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

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

1.39 Signing of Contract

1.39.1. Promptly after notification, the Purchaser shall send the successful Bidder the Letter of award of contract (Chapter-7B) along with Purchase Order.

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

1.40 Order Acceptance

1.40.1. The successful bidder should submit Order acceptance within 14 days from the date of issue of Purchase Order, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited pursuant to ITB Clause 1.15.11.

1.40.2. 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.

1.41 Performance Security

Within 21 days of receipt of the notification of award / Purchase Order as per the GCC Clause 2.12, the Supplier shall furnish Performance Security for the amount specified in SCC, valid for the time 60 days beyond the fulfilment of all contractual obligations CSIR-IICT including warranty.

1.42 Assistance to Bidders:

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

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

1.43 Bidder's right to question rejection

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

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

- 1.43.2** In case pre-qualification bid has been evaluated before the bidding of Technical bids, an application for review in relation to the technical bid may be filed only by a bidder who has qualified in pre-qualification bid.
- 1.43.3** In case technical bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be acceptable.
- 1.43.4** In case a Bidder feels aggrieved by the decision of the purchaser, he may then send his representation in writing to the Purchaser's address as indicated in special conditions of contract (SCC) within 05 working days from the date of communication of the purchaser intimating the rejection for reconsideration of the decision by the purchaser.
- 1.43.5** Following decisions of the purchaser in accordance with the provision of internal guidelines shall not be subject to review:
- a) Determination of the need for procurement;
  - b) Selection of the mode of procurement or bidding system;
  - c) Choice of selection procedure;
  - d) Provisions limiting participation of bidders in the procurement process;
  - e) The decision to enter into negotiations with the L1 bidder;
  - f) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
  - g) Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the 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.

#### **1.44 Integrity Pact**

- 1.44.1** Integrity Pact binds both buyers and sellers to ethical conduct and transparency in all activities from pre-selection of bidders, bidding and contracting, implementation, completion and operation related to the contract.
- 1.44.2** 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;

- v) Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates;
- vi) Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary;
- vii) Bidders to disclose any past transgressions committed over the specified period with any other company in India or Abroad that may impinge on the anti-corruption principle;
- viii) Integrity Pact lays down the punitive actions for any violation.

**1.44.3 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.**

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

**1.44.5 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) in the event of the need of IP is as detailed in the SCC.**

**1.44.7 The modal format of Integrity Pact is given in Chapter-8: Annexure-J.**

## **CHAPTER 2**

### **CONDITIONS OF CONTRACT**

#### **A. GENERAL CONDITIONS OF CONTRACT**

<b>Clause</b>	<b>Contents</b>
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<b>2.4</b>	<b>Joint Venture, Consortium or Association</b>
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<b>2.43</b>	<b>Integrity Pact</b>

**Note: The General Conditions of Contract shall form the part of Purchase Order / Contract.**

## GENERAL CONDITIONS OF CONTRACT

### 2.1. Definitions

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

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 amended from time to time.

## **2.2 Contract Documents**

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

**2.2.2** Successful bidder shall have to enter into Contract Agreement as per Contract Form given in Chapter-7A within 14 days of placement of Purchase Order having value above Rs. 10 Lakh or equivalent amount in Foreign Currency.

## **2.3 Fraud, Corruption and Code of integrity**

**2.3.1** The purchaser requires that bidders, suppliers, contractors and consultants, if any, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy,

**(a) The terms set forth below are defined as follows:**

Corrupt practice	The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution
Fraudulent practice	A misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract
Collusive practice	A scheme or arrangement between two or more bidders, with or without the knowledge of the Borrower, designed to establish bid prices at artificial, non-competitive levels
Coercive practice	Harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract

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



**2.3.2** 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 CSIR-IICT 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 CSIR-IICT including advance payments, if any, made by the Purchaser along with interest thereon at the prevailing rate.
- d) Provisions in addition to above:
  - i. Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year
  - ii. In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India
  - iii. Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

**2.4** **Joint Venture, Consortium or Association**

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**

Scope of Supply (i.e. the Goods to be supplied and Related Services to be performed) shall be as specified in the Chapter-4 clause 4.2

**2.6** **Suppliers' Responsibilities**

**2.6.1** The Supplier shall supply all the Goods and perform all Related Services CSIR-IICT including in the Scope of Supply-Clause 2.5 of the GCC and the Delivery & Completion Schedule, as per GCC Clause 2.15 relating to delivery and document.

**2.6.2** **Amalgamation/Acquisition etc.:**

In the event the Manufacturer/Supplier proposes for amalgamation, acquisition or sale its business to any firm during the contract period, the Buyer/Successor of the Principal Company are liable for execution of the contract and also fulfilment of contractual obligations i.e. supply, installation, commissioning, warranty, maintenance/replacement of spares accessories etc. You may confirm this condition while submitting the bid.

**2.7** **Contract price**

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

**2.8 Copy Right and Patent Indemnity**

**2.8.1 Copy Right**

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, CSIR-IICT including suppliers of materials, the copyright in such materials shall remain vested in such third party

**2.8.2 Patent Indemnity**

a) The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 2.8.2(a), 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, CSIR-IICT 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:

- (I) the installation of the Goods by the Supplier or the use of the Goods in India
- II) the sale in any country of the products produced by the Goods

- b) 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 claims.

## **2.9 Application**

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

## **2.10 Standards**

The Goods supplied and services rendered under this Contract shall conform to the standards mentioned in the Technical Specifications and Schedule of Requirements, 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 Performance Security (PS)**

2.12.1 Within 21 days of receipt of the notification of award of contract / Purchase Order, the Supplier shall furnish performance security in the amount specified in SCC, valid till 60 days after the warranty period. Alternatively, the PS may also be submitted at the time of release of final payment in cases where part payment is made against delivery & part on installation. The PS, where applicable, shall be submitted in advance for orders where full payment is to be made on Letter of Credit (LC) or on delivery. In this case, submission of PS at the time of negotiation of documents through Bank would be stipulated as a condition in the LC and the BS should be kept valid till such time the PS is submitted.

2.12.2 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.

**2.12.3** 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.

**2.12.4** 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.

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

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

OR

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

**2.12.6** 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, CSIR-IICT including any warranty obligations, unless specified otherwise in SCC, without levy of any interest.

**2.12.7** 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.

**2.12.8** The order confirmation should be received within 15 days from the date of notification of award. 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 acceptance and PS are not received, the contract shall be cancelled and limited tenders irrespective of the value would be invited from the responding firms after forfeiting the bid security of the defaulting firm, where applicable provided there is no change in specifications. In such cases the defaulting firm would not be considered again for re-tendering in the particular case.

**2.12.9** Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, and 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.

**2.13** Installation, Commissioning, Demonstration, Inspections, Tests and Training

Bidder shall be responsible for Installation, Commissioning, Demonstration, Inspections, Tests and Training wherever applicable and for after sales service during the warranty and thereafter as specified in Chapter- 4.

**2.14 Packing**

**2.14.1. 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.**

**2.14.2. 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 CSIR-IICT including additional requirements specified below or as specified in SCC and in any subsequent instructions ordered by the Purchaser.**

**The marking and documentation within and outside the packages shall be marked with proper paint / indelible ink.**

- (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.**

**2.15 Delivery and Documents**

**2.15.1. 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 given below or /and as specified in SCC.**

**Details of Shipping and other Documents to be furnished by the Supplier are**

<b>:</b>	
<b>A)</b>	<b>For goods manufactured or supplied from within India</b>
	<b>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</b>
<b>(a)</b>	<b>Three copies of Supplier's Invoice indicating, inter-alia description and specification of the goods, quantity, unit price, total value</b>
<b>(b)</b>	<b>Packing list</b>
<b>(c)</b>	<b>Certificate of country of origin</b>
<b>(d)</b>	<b>Insurance certificate, if required under the contract</b>
<b>(e)</b>	<b>Railway receipt/Consignment note</b>
<b>(f)</b>	<b>Manufacturer's warrantee certificate and in-house inspection certificate, if any</b>
<b>(g)</b>	<b>Inspection certificate issued by purchaser's inspector, if any</b>

(h)	Any other document(s) as and when required in terms of the contract
<b>NOTE:</b>	
1	The nomenclature used for the item description in the invoice(s), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars CSIR-IICT including the name of the transporter should also be mentioned in the Invoice(s).
2	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.
B)	For goods manufactured or supplied from abroad
	<del>Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by Registered Post / courier and copies thereof by FAX.</del>
(a)	<del>Three copies of supplier's Invoice giving full details of the goods CSIR-IICT including quantity, value, etc.</del>
(b)	<del>Packing list</del>
(c)	<del>Certificate of country of origin</del>
(d)	<del>Manufacturer's warrantee and Inspection certificate, if any</del>
(e)	<del>Inspection certificate issued by the Purchaser's Inspector, if any</del>
(f)	<del>Insurance Certificate, if required under the contract</del>
(g)	<del>Name of the Vessel / Carrier</del>
(h)	<del>Bill of Lading / Airway Bill</del>
(i)	<del>Port of Loading</del>
(j)	<del>Date of Shipment</del>
(k)	<del>Port of Discharge &amp; expected date of arrival of goods</del>
(l)	<del>Any other document(s) as and when required in terms of the contract</del>
<b>NOTE:</b>	
1	The nomenclature used for the item description in the invoice(s), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars CSIR-IICT including the name of the transporter should also be mentioned in the Invoice(s).
2	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. The clearing of the consignment at Mumbai Airport shall be done by our authorized Custom House Agents (CHA). The corresponding shipping documents may be forwarded to them accordingly. It is advised to give us and our CHA, a pre-alert before the consignment is dispatched. If there is delay in clearing of the consignment for <u>not</u> giving timely pre-alert then demurrage (Ware house charges), if applicable has to be refunded to us.

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

2.15.3. The mode of transportation shall be as specified in SCC.

2.15.4. The Bidders may please note that the delivery of the system should be strictly within delivery schedule mentioned in the Chapter-4 / Purchase Order.

**2.15.5. Goods should not be dispatched until the vendor receives a firm Purchase Order**

**2.16 Insurance**

**2.16.1. Indigenous goods, the Goods supplied under the Contract shall be fully insured in Indian Rupees against any loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in SCC.**

**2.16.2. Where delivery of the goods is required by the purchaser on CIF / CIP basis for imported goods or FOR destination for Indigenous goods, the supplier shall arrange and pay for Marine / Transit Insurance, naming the purchaser as beneficiary and initiate & pursue claims till settlement, in the event of any loss or damage.**

**2.16.3. Where delivery is on FOB or FCA basis for imported goods or FOR dispatch station for indigenous goods, then insurance would be the responsibility of the purchaser.**

**2.16.4. The equipment to be supplied will be insured by the supplier against all risks of loss or damage from the date of shipment till such time it is delivered at CSIR-IICT site in case of Rupee transaction**

**2.16.5. 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.**

**2.17 Transportation**

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

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

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

2.17.4. The clearing of the consignment at Mumbai Airport shall be done by our authorized Custom House Agents (CHA) for CIP / CIF consignments. The details of CHA will be given in the Purchase Order. The corresponding shipping documents may be forwarded to them accordingly. It is advised to give us and our CHA, a pre-alert before the consignment is dispatched. If there is delay in clearing of the consignment for not giving timely pre-alert then demurrage (Ware house charges) and/or penalty imposed by Indian Customs for late custom clearance, if payable has to be refunded to us by the Supplier / Indian Agent or the same will be deducted from any payment due to Supplier / Indian Agent against this order or any other Purchase order.

## 2.18 Incidental Services

The supplier may be required to provide any or all of the services, CSIR-IICT including training, if any, as specified in Chapter 4: Clause-4.2.

## 2.19 Spare Parts

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.

## 2.20 Warranty

- a) 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.
- b) 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.
- c) Unless otherwise specified in the SCC, the warranty shall remain valid for Thirty Six (36) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination



indicated in the SCC, or for Forty Two (42) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

- d) The warranty on the associated software should cover providing of upgraded version/s, if any, released during the warranty period free of cost.
- e) The bidder shall assure the supply of spare parts after warranty is over for maintenance of the equipment supplied if and when required for a period of 10 years from the date of supply of equipment on payment on approved price list basis.
- f) The equipment must be supported by a Service Centre manned by the principal vendor's technical support engineers. The support through this Centre must be available 24 hours in a day, seven days a week and 365 days a year. Also it should be possible to contact the Principal's vendor support Centre on a toll free number/web/mail.
- g) An undertaking from the manufacturer is required in this regard stating that they would facilitate the Bidder, Service provider on regular basis with technology / product updates & extend support for the warranty as well.
- h) Supplier will have to arrange for all the testing equipment & tools required for installation, testing & maintenance etc.
- i) The Principal Supplier must have a local logistics support by maintaining a local spares depot in the country of deployment of the equipment. This is to ensure immediate delivery of spares parts from Principal Supplier of equipment to its channel partner/system integrator.
- j) Details of onsite warranty, Name of Agency that shall maintain during warranty and undertake Annual Maintenance Contract/Comprehensive Service Maintenance Contract beyond warranty shall be given in the offer. In case of foreign quote, the name of Indian Agent who shall maintain during warranty and AMC beyond warranty shall be given in the Technical Offer.
- k) 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.
- l) 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.
  - m) 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.
- n) In case the Equipment / System remains non-operational or performs below the desired level for more than 1 week after intimation of the fault in the Equipment / System then Warranty period shall be extended for further period for which Equipment / System remained non-operational or performed below the desired level, without prejudice to any other terms and conditions of the Contract.
- o) The defects, if any, during the warranty period are to be rectified free of charge by arranging free replacement wherever necessary.

- p) In case of any replacement during the warranty period the same shall be made free of cost i.e. DDP for import replacement and/or free delivery to CSIR-IICT for indigenous replacement. All the duties / taxes relating to these replacements have to be borne by the supplier. Dispatch details of such warranty replacements have to be informed in advance to enable us to provide documents for custom clearance.
- q) Any replacements during warranty period should be free of cost. If the defective item has to be sent back to the Principal Supplier, for such replacements / returns to the Principal Supplier / Indian Agent has to bear documentation charges. If the cost of replacement is upto Rs. 5 Lakh then the documentation charges will be Rs. 5,000 and above Rs. 5 Lakh it is Rs. 10,000. Such charges have to be paid in favour of The Director, CSIR-IICT, Hyderabad. These charges are only for documentation. Any charges regarding packing, forwarding, freight, insurance, etc. should be borne by the Principal supplier / Indian Agent for returning of defective items. In other words, any warranty replacement has to be done immediately/within a week (7 days) without expecting CSIR-IICT to export the defective items to Principal supplier for repair/replacements. All charges involved for re-export of defective items have to be borne by Principal supplier / Indian Agent.

## **2.21 Terms of Payment**

**2.21.1. The method and conditions of payment to be made to the Supplier under this Contract shall be as specified below:**

**A Payment for Goods supplied from abroad:**

Payment of foreign currency portion shall be made in currency of the Contract by opening irrevocable Letter of Credit for 100% value of Purchase Order in the following manner:

- (a) On Shipment: **Eighty (80%)** percent of the Contract Price of the Goods shipped shall be paid through irrevocable letter of credit opened in favour of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 2.15.
- (b) On Acceptance: **Twenty (20%)** percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods and successful installation & commissioning upon submission of claim supported by the final acceptance certificate issued by the Purchaser along with the Performance security(PS), if any.
- (c) The LC for 100% value of the contract shall be established after deducting the agency commission payable if any, to the Indian agent from the FOB / FCA value.
- (d) The LC will be confirmed at the suppliers cost, if requested specifically by the supplier. All bank charges abroad shall be to the account of the beneficiary i.e. supplier and all bank charges in

India shall be to the account of the opener i.e. purchaser. If LC is requested to be extended/ reinstated for reasons not attributable to the purchaser, the charges thereof would be to the suppliers' account. Payment of local currency portion shall be made in Indian Rupees within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.

- (e) It is required to submit Creditworthy Report of Supplier before opening of LC or making foreign remittance for import of goods/services having value of contract not less than USD 25000 or equivalent amount in other foreign currency. If required, Supplier has to

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submit Creditworthy Report from reputed agency such as Dun &Bradstreet at the time of acceptance of Purchase Order.

- (f) Payments for Purchase Order value not exceeding US \$ 15000 or equivalent amount in other foreign currency, shall be preferably made on the basis of Cash against documents through bank (Sight Draft).

**B Payment for Goods and Services supplied from India:**

The payment shall be made in Indian Rupees, as follows:

- (a) In case of supplies where installation & commissioning is not required 100% payment will be made within 30 days from receipt of items by purchaser as per purchase order contract.
- (b) In case of supplies where installation & commissioning is required On shipment :  
Eighty (80%) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 2.15  
On Acceptance:  
The remaining twenty (20%) percent of the Contract value shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate issued by the Purchaser subject to submission of performance security, if any.
- (c) Payment of Indian Rupees may also be made by opening irrevocable inland Letter of Credit for 100% value of Purchase Order with stage payments mentioned in (a) or (b) above.
- (d) E-Payment: All payments, CSIR-IICT prefers to make Electronic Transfers (RTGS) through State Bank of India, Habsiguda branch, Hyderabad

2.21.2. 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.

- 2.21.3. Advance payment will be paid in exceptional cases only against equivalent amount of Bank Guarantee or Stand by Letter of credit valid till acceptance of all ordered goods and services. Advance payment shall not exceed 30% of Purchase Order value.
- 2.21.4. While claiming the payment, the supplier should certify in the bill/invoice that the payment being claimed strictly in terms of the contract and all obligations on the part of the supplier for claiming the payment have been fulfilled as required under the contract.
- 2.21.5. Payment shall be made in currency as indicated in the contract.
- 2.21.6. All payments due under the Contract shall be paid after deduction of statutory levies at source (like ESIC, Income Tax, etc.), wherever applicable.
- 2.21.7. Any method and conditions of payment (other than specified above) to be made to the Supplier under this Contract shall be as specified in the SCC.

## **2.22 Change Orders and Contract Amendments**

- 2.22.1. 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
  - 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
- 2.22.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be ascertained within fifteen (15) days from the date of the Supplier's receipt of the Purchaser's change order.
- 2.22.3. No variation or modification in the terms of the contract shall be made except by written amendment signed by the parties.

## **2.23 Assignment**

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.

## **2.24 Subcontracts**

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 Extension of time**

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

- 2.25.2. 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 penalty, in which case the extension shall be ratified by the parties by amendment to the Contract.
- 2.25.3. 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 penalty pursuant to Penalty Clause of the GCC unless an extension of time is agreed upon pursuant to above clause without the application of penalty clause.

## **2.26 Penalty clause**

Subject to GCC Clause on Force Majeure, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services or contract value for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the Percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause on Termination for Default. The SCC shall also indicate the basis for ascertaining the value on which the penalty shall be applicable.

### **Denial Clause**

Since delay in delivery is a default by the seller, the buyer should protect himself against extra expenditure during the extended period by stipulating a denial clause (over and above levy of LD) in the letter informing the supplier of extension of the delivery period. In the denial clause, any increase in statutory duties and/or upward rise in prices due to the PVC clause and/or any adverse fluctuation in foreign exchange are to be borne by the seller during the extended delivery period, while the purchaser reserves his right to get any benefit of a downward revisions in statutory duties, PVC and foreign exchange rate. Thus, PVC, other variations and foreign exchange clauses operate only during the original delivery period

## **2.27 Force Majeure**

- 2.27.1. Notwithstanding the provisions of GCC Clauses relating to Extension of Time, Penalty 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.
- 2.27.2. 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

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sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

2.27.3. 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.

2.27.4. 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.

## 2.28 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;
- (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 as defined in GCC Clause on Fraud or Corruption 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/EMD will be forfeited;
- (b) The Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods 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 Termination for Insolvency

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.

## 2.30 Termination for Convenience

- 2.30.1. 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.
- 2.30.2. 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 / Services and for materials and parts previously procured by the Supplier.

### **2.31 Settlement of Disputes**

- 2.31.1. 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.
- 2.31.2. 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. .
- 2.31.3. 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 CSIR-IICT including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this Agreement, such disputes or differences shall be referred to an Arbitral Bench consisting of three Arbitrators, one each to be appointed by each party and the two Arbitrators shall appoint a third Arbitrator who shall be the presiding Arbitrator. A reference to the Arbitration under this Clause shall be deemed to be submission within the meaning of the Arbitration and Conciliation Act, 1996 and the rules framed thereunder for the time being in force. Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrators otherwise decides in the Award. The venue of arbitration should be the place from where the contract has been issued.
  - (b) In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration. In accordance with provision

of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules

2.31.4. The venue of the arbitration shall be the place from where the Purchase Order or Contract is issued.

2.31.5. Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless

they otherwise agree; and

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

### **2.32 Governing Language**

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.

### **2.33 Applicable Law / Jurisdiction**

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

### **2.34 Notices**

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

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

### **2.35 Taxes and Duties**

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

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

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

2.35.4. The CSIR-IICT is a public funded Research Institution under Department of Scientific & Industrial Research and concessional Custom Duty @5.15% is applicable for the goods purchased for research purpose vide Government of India Notification No.51/96-Customs dated 23.07.1996

2.35.5. CSIR-IICT is a public funded Research Institution under Department of Scientific & Industrial Research and concessional GST is not applicable for the goods purchased for research purpose. GST shall be at applicable rate



for goods and services supplied to CSIR institutes, as per statutory provisions made by the Govt. from time to time.

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

**2.36 Right to use Defective Goods**

If after delivery, installation and within commissioning & acceptance and within 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.

**2.37 Protection against Damage**

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 or 415 Volt for 3 phase ( $\pm 10\%$ )
- (b) Frequency 50 Hz.

**2.38 Site preparation and installation**

The Purchaser is solely responsible for the construction of the equipment sites unless otherwise specified in Chapter 4 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.

**2.39 Import and Export Licenses**

2.39.1 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.

2.39.2 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.

**2.40 Risk Purchase Clause**

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

**2.41 Purchaser's right to vary Quantities**

The Purchaser reserves the right to increase or decrease the quantity of the required goods up to 25% (Twenty -Five) per cent at any time, till final

delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period).

#### **2.42 Order Acceptance**

**2.42.1** The successful bidder should submit Order acceptance within 14 days from the date of issue of Purchase Order, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited pursuant to ITB Clause 1.15.11.

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

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#### **2.43 Integrity Pact**

**2.43.1** As per directive of the CVC all organizations including CSIR Laboratories / Institutes like CSIR-IICT have to adopt an Integrity pact (IP) to ensure transparency, equity and competitiveness in major Public procurement having procurement value above Rs.3 Crore. The integrity pact envisages an agreement between the prospective bidders / vendors with the buyer committing the persons / officials of both the parties with the aim not to exercise any corrupt influence on any aspect of the contract. Only those bidders / vendors, who are willing to enter in to such an integrity pact with the Purchaser, would be competent to participate in the bidding.

**2.43.2** The SCC shall specify whether there is a need to enter into a separate integrity pact or not. If the Integrity Pact is required for the Tender, then the format of Integrity Pact is as given in Chapter – 8.

## SPECIAL CONDITIONS OF CONTRACT

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<b>Sl. No.</b>	<b>GCC Clause</b>
01.	GCC 2.1.1 (m)
02.	GCC 2.1.1 (n)
03.	GCC 2.13.1
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05.	GCC 2.16.1
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08.	GCC 2.21.3
09.	GCC 2.22.1
10.	GCC 2.27.1
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**CHAPTER- 2: B**  
**SPECIAL CONDITIONS OF CONTRACT (SCC)**

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

S.N.	GCC Clause Ref.	Condition
1	GCC 2.1.1(l)	The Purchaser is: <b>Director, CSIR – Indian Institute of Chemical Technology (IICT)</b> <b>Uppal Road, Hyderabad – 500007 - Telangana, India</b>
2	GCC 2.1.1(m)	The Final Destination is: <b>CSIR – Indian Institute of Chemical Technology (IICT),</b> Uppal Road, Tarnaka, Hyderabad, Telangana - 500007, India
3	GCC 2.13.1	The amount of the Performance Security(PS) shall be <b>5%</b> 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: <b><u>For goods manufactured within India.</u></b>  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 andspecification 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) <del>Railway receipt</del>/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><b>Note:</b></p> <p>01. The nomenclature used for the item description in the invoices(S), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s).</p> <p>02. The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
6	GCC 2.16.3	<p><b>a. In case of supplies from within India, the mode of transportation shall be by Air / Rail/ Road</b></p> <p><b>b. In case of supplies from abroad, the mode of transportation shall be by Air/Sea.</b></p>
		<p><b>Delivery:</b> The Supply shall be completed within <b>12 weeks</b> from the date of Purchase Order. Installation - Shall be completed within <b>3 week</b> from the date of receipt material at CSIR – IICT, Hyderabad.</p>
7.	GCC 2.17.1	<p>The Insurance shall be for an amount equal to 110% of the <b>FOR Destination, CSIR-IICT, Hyderabad, Telangana, India</b> value of the contract from within "warehouse to warehouse (final destination)" on "all risk basis" including strikes, riots and civil commotion. <b>In addition to storage policy for 60 days is advised</b> so as to ensure the inspection by the Indian Agent at the time of opening of the packages.</p>
8.	GCC 2.21.3	<p>The period of validity of the <b>Warranty</b> shall be <b>36 months</b> 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.</p>
9.	GCC2.22.1	<p>The method and conditions of <b>payment</b> to be made to the Supplier under this Contract shall be as follows:</p> <p><b>100%</b> payment within thirty (30) days - after receipt of tendered equipment/Goods in complete ordered quantity and its successful installation &amp; 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>
	GCC2.26.1	<p>(a) As the <b>time is the essence of the contract, Delivery period mentioned in the Purchase Order should be strictly adhered to. Otherwise we will have to forfeit EMD/PS and also LD clause will be applicable /enforced.</b></p> <p>(b) <b>If the supplier fails to Supply, Install and Commission the system as per specifications mentioned in the order within the due date, the Supplier is liable to pay liquidated damages of 0.5% of order value per</b></p>

		<b>week of delay subject to a maximum of 10% beyond the due date. Such money will be deducted from any amount due or which may become due to the supplier</b>
10	GCC 2.27.1	<b>If the supplier fails to Supply, Install and Commission the system as per specifications mentioned in the order within the due date, the Supplier is liable to pay liquidated damages of 0.5% of order value per week of delay subject to a maximum of 10% beyond the due date. Such money will be deducted from any amount due or which may become due to the supplier.</b>
	GCC 2.27.1	The maximum amount of penalty shall be 10%. <b>The liquidated damages shall be levied on the delivered price of the delayed Goods or unperformed Services or contract value.</b>
11.	GCC 2.34.1	The place of <b>jurisdiction</b> 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	<b>Telephone:</b> :+91-040 – 2719 1245 / 1246 / 1241 / 3228 <b>E-mail</b> address: <a href="mailto:csiriictyd@csiriict.in">csiriictyd@csiriict.in</a> / <a href="mailto:cosp@iict.res.in">cosp@iict.res.in</a> / <a href="mailto:spodk@iict.res.in">spodk@iict.res.in</a>
14.	GCC 2.43.1	Integrity Pact(IP) – The Integrity Pact is <b>not to be signed</b> . However, all efforts must be made to realize the objectives & spirits thereof.
15.	GCC 2.43.2	The name and contact details of the <b>IEMs</b> are as under:  <b>Not Applicable to this Tender</b>

**CHAPTER 3**

(To be filled by the bidder and CSIR-IICT enclosed with the Technical Bid)

**SCHEDULE OF REQUIREMENT**

The Schedule of Requirement must clearly specify the time frame required (Schedule) for delivery of goods and services to be completed by the bidder (in reference to Scope of Supply given in Clause-4.2 of Chapter-4) if the Contract is awarded for the offer / proposal submitted by the bidder in response to this Tender.

S. No.	Brief Description of Goods & Services	Qty	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)
1	<b>Supply, Installation and commissioning of “<u>Preparative Liquid Chromatography</u>” as per the specifications mentioned in Chapter - 4</b>	1No.				

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

## **NOTE**

- a) **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.**
  
- b) **The date or period for delivery should be carefully specified, taking into account the implications of delivery Incoterms (EXW, or CIF, CIP, FOB, FCA terms—that “delivery” takes place when goods are delivered to the carriers), and 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, ALLIED TECHNICAL DETAILS AND SCOPE OF SUPPLY**

**4.1 Specifications: “Supply, Installation and commissioning of “Preparative Liquid Chromatography” as per the specifications”.**

**Quantity: 1 No.**

#### **Specifications for preparative liquid chromatography (One Unit) with following parts**

##### **1. Solvent Delivery unit - 2 No**

- The flow rate setting range of pump should be 0.01 to 50.00 mL/min
- Solvent Delivery method: Parallel type – double plunger
- Plunger capacity: 250 µL
- Flow rate accuracy should be No more than  $\pm 1\%$  (1 mL/min, 10 MPa)
- Flow rate precision should be No more than 0.1% RSD or 0.02 min SD, whichever is greater
- Pressure setting range should be up to (6000 psi) 42 MPa.
- Should provide Gradient Mixer for Prep & Analytical
- It should have functions for maintenance and validation which are accessible by a dedicated operation button.

##### **2. Manual Injector with mounting plate**

- Manual Injector with loops 2mL, 5mL and 10 mL

##### **3. Column Holder**

- To hold Preparative Columns

##### **4. High-Sensitive UV-VIS Detector**

- Wavelength range Should be 190 nm - 700 nm.
- Built-in temperature-controlled flow cell - temperature range from 5 °C above room temperature to 45°C.
- Wavelength accuracy Should be  $\pm 1$  nm.
- Drift Should be less than  $1 \times 10^{-4}$  AU/Hour.
- Noise Level Should be  $0.5 \times 10^{-5}$  AU.
- Bandwidth Should be 8nm.
- Preparative flow cell.
- Linearity of 2.5AU or better.

##### **5. Controller along with Chromatography software**

- System Controller equipped with data Buffering at 500ms
- Operating temperature range: 4 to 35 deg C
- Central control of pumps, detectors, auto-injectors, Oven & complete modules of each System through software.
- Digital acquisition & processing system ensures speed & stability of data
- Single access point for system administration, data acquisition, post run analysis and long – term data management.

## 6. Installation Accessories

- Suitable PC and Printer
- Tray to place Mobile phase bottles
- Solvent Bottles with Cap 5/pkt – 1 No
- 5KVA UPS with built in Isolation Transformer with 30 minutes Battery back-up
- Sample & Solvent filtration assembly with Vacuum Pump for filtration & degassing of mobile phase & sample.

## 7. Other Requirements

- The supplier must provide Application based training for the users on the usage of instrument and support for analysis after the installation at our site for 3 days.
- Software upgrades like version ups, if any, should be done without any cost in next 5 years.
- The software should be 21 CFR compliance (Document proof must be attached).
- All modules must be GLP compliant
- A declaration of System Validation certificate must be provided.

Warranty - 3 Year

## 4.2 Scope of Supply

**Scope of Supply includes the following:**

- (i) **Supply of the equipment / system as specified in 4.1 above**
- (ii) **Installation & Commissioning as specified in Clause- 4.3.3**
- (iii) **Training as specified in clause no. 4.4**
- (iv) **Warranty as specified in Clause- 4.5**

## 4.3 Inspection & Tests

### 4.3.1 General

- i. Total Cost must include **36 months comprehensive onsite warranty** (labor + parts, etc.) on the complete system.
- ii. Total **price** must include transportation and complete installation of the unit(s) at user end.
- iii. Technical presentation/ demonstration of the offered equipment as per tendered specification need to be provided, if so required by CSIR-IICT.
- iv. 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.
- v. 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.
- vi. 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.
- vii. 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.

viii. 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.

ix. All standard/essential accessories that would be supplied along with the system must be clearly mentioned in the offer.

x. Availability of service support at site and response time for a service call during and after warranty to be specified.

xi. The principals / local agents are responsible for the installation, testing and commissioning of the system and accessories.

xii. **Pre-installation and utility requirements** for installation and running the system, if any, should be clearly mentioned well in advance.

xiii. All other clauses of payment details, validity of quotation, delivering schedule, shipment etc. to be clearly indicated in the offer.

xiv. 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.

xv. 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.

xvi. 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.

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

xviii. **On successful completion of acceptability test, receipt of deliverables, etc and after the Purchaser is satisfied with the working of the equipment, the acceptance certificate signed by the Supplier and the representative of the Purchaser will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the equipment. Acceptance certificate form as given in Annexure-L (Chapter 8) should be signed by authorised representative of Supplier & Purchaser.**

xix. Installation demonstration is to be arranged by the supplier and the same is to be done within 15 days of the arrival of the equipment at site, unless specified otherwise.

#### 4.3.2 Manufacturer's Inspection Certificate

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

#### 4.3.3 Installation, Commissioning & Acceptance Test

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

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

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

#### 4.4 Training—

- (i) Location: CSIR-IICT, Hyderabad
- (ii) Number of persons: 05
- (iii) Period of Training: 02 days
- (iv) Nature of training: Sample preparation and freeze drying

#### 4.5 Incidental Services:

- (i) On site Comprehensive Warranty: Three YearS

From Date of Installation & Commissioning and acceptance. Down-time call attendance should be within 48 hrs

In case the Equipment / System remains non-operational for more than 7 days then warranty period will be extended for the equivalent period for which Equipment / System remained non-operational. Warranty extension in such case shall be done without prejudice to any other Term & condition of the contract

4.6 Delivery Schedule  
**Within 12 weeks** after receipt of Order

4.7 Commercial evaluation of bid

The bid will be treated as incomplete if bidder has not quoted for all the components given in scope of supply (clause 4.2) and the incomplete bid will be rejected. The bidder should also include all incidental services in their quote (clause 4.5). The bid will be commercially evaluated for the components in the scope of supply excluding Clause no.4.5 (ii).

**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-IICT's requirements. Please therefore respond to all the points with sufficient details. Merely stating "Complied" will not be considered as a suitable justification.**

## CHAPTER 5

### Eligibility & Qualification Requirements

5.1 Eligibility Criteria

a) Legal Valid Entity:

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

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

b) Only Class-I and Class-II local suppliers are eligible to participate in Domestic tender enquiry. Refer Clause- 1.30.3 (Chapter-9) and submit Annexure-M & N with your bid/offer.

c) An undertaking (self-certificate) is to be submitted to demonstrate that the bidder satisfies the bidders' eligibility criteria, as mentioned in ITB Clause- 1.1 in the formats per Annexure-I and Annexure-O of Chapter- 8.

5.2 Technical Qualification Criteria- Not Applicable

5.3 Financial Qualification Criteria- Not Applicable

5.4 Applicability in Special Cases:

a) Applicability to 'Make in India(MII) policy'

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

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

- ii. the Bidder submits appropriate documentary proof for a valid/approved ongoing 'Make in India' agreement/program.
- iii. the bidder (manufacturer or principal of authorised representative) furnishes along with the bid a legally enforceable undertaking jointly executed by himself and such foreign Manufacturer for satisfactory manufacture, Supply (and erection, commissioning if applicable) and performance of 'The Product' offered CSIR-IICT including all warranty obligations as per the general and special conditions of contract.

**b) Authorized Representatives**

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

- i. their principal manufacturer meets all the criteria above without exemption, and
- ii. the principal manufacturer furnishes a legally enforceable tender-specific authorisation in the prescribed form assuring full guarantee and warranty obligations as per the general and special conditions of contract; and
- iii. the bidder himself should have been associated, as authorised representative of the same or other Principal Manufacturer for same set of services as in present bid (supply, installation, satisfactorily commissioning, after sales service as the case may be) for same or similar 'Product' on 'The Relevant Date'.

**c) For Existing Successful Past Suppliers**

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.

**d) Joint Ventures and Holding Companies**

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

**Note for Bidders:**

**a) Doctrine of Substantial Compliance**

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

- b) The Bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other**

**Procuring Entity. Failure to do so would amount to violation of this code of integrity.**

- c) **In case of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/ dealer. There can be **only one bid** from the following:**
  - i. **The Principal manufacturer directly or through one Indian agent on his behalf; and**
  - ii. **Indian/foreign agent on behalf of only one principal.**
- d) **Foreign bidders must disclose the name and address of agent and representatives in India and Indian bidder must disclose their foreign principal or associates.**

Price Schedule Form

**PRICE SCHEDULE FOR GOODS BEING OFFERED WITHIN INDIA  
CHAPTER 6**

Name of the Bidder \_\_\_\_\_

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

1	2	3	4	5	6	7	8	9	10	11	12
Sl. No	Item Description With HSN code	Country of origin	Unit	Quantity	Unit Rate Ex-Works, Ex-warehouse, Ex-show room off the shelf price  (inclusive of all taxes already paid)	Total price Ex-Works, Ex-warehouse, Ex-show room off the shelf price  (inclusive of all taxes already paid) 5x6	GST & other taxes payable, if contract is awarded	Packing & forward-ing up to station of dispatch if any	Charges for inland transportation, insurance up to Lab. / Instt.by <b>air/road/ rail</b> <b>(retain one only)</b>	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 \_\_\_\_\_  
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 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 b 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 <b>MSE</b> registered for the <b>Item under procurement</b> : if Yes, then furnish details of the <b>certificate, date and validity</b> along with copy of the same.  Do you intend to opt for the purchase preference policies of the Government of India as applicable to <b>MSEs</b> in this tender?? If So, write <b>Yes</b>
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 <b>Yes</b>
13	Are you <b>Class I Vendor</b> or <b>Class II Vendor</b> as defined by Make In India circular. It is mandatory to attach the <b>certificate from the OEM for Local content</b> 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 <b>benefit of purchase preference in under the MSEs Policy and Make in India policy</b> of the Govt. of India with reference to point 11, 12 & 13 above. <b>If yes</b> , 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”, <b>or</b> ii. ‘MSE but non-Class-I local supplier” <b>or</b> iii. ‘Non-MSE but Class-I local supplier” <b>or</b> iv. ‘Non-MSE non-Class-I local supplier’  <u>(Delete or Strike out, whichever <b>not applicable</b>. Write “<b>NO</b>” if none of above four category is applicable).</u>

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

**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 SecuringDeclaration.

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 thesuccessful 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 (insertlegal capacity of person signing the Bid Securing Declaration).

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

Duly authorized to sign the bid for an on behalf of : (insert complete name of Bidder)Dated on \_\_\_\_\_ day of \_\_\_\_\_(insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partnersto 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  
the  
Manufacturers

**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
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(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.

.....

dated .....to supply (description of goods and services) (herein after called "thecontract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnishyou 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. \_\_\_\_\_

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**Sub: Certificate of commissioning of equipment**

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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 Para2). 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: follow

(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 \_\_\_\_\_ hereinaft

er referred to as “The Principal”.

And ..... herein referred to as “The Bidder/ Contractor.”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s  
for

.....The Principal values full compliance with all relevant  
laws of the land, rules, regulations, economic use of resources and of fairness/  
transparency in its relations with its Bidder(s) and/or Contractor(s).

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

**Section 1 – Commitments of the Principal**

- (1) The Principal commits itself to take all measures necessary to prevent corruption  
and to observe the following principles:
  - (a) No employee of the Principal, personally or through family members, will in  
connection with the tender for, or the execution of a contract, demand, take a  
promise for or accept, for self or third person, any material or immaterial benefit  
which the person is not legally entitled to.
  - (b) The Principal will, during the tender process treat all Bidder(s) with equity and  
reason. The Principal will in particular, before and during the tender process,  
provide to all Bidder(s) the same information and will not provide to any  
Bidder(s) confidential/additional information through which the Bidder(s) could  
obtain an advantage in relation to the tender process or the contract execution.
  - (c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which  
is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion  
in this regard, the Principal will inform the Chief Vigilance Officer and in addition  
can initiate disciplinary action.

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

- (1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to  
prevent corruption. He commits himself to observe the following principles during  
his participation in the tender process and during the contract execution.
  - (a) The Bidder(s)/Contractor(s) will not, directly or through any other Person or firm,  
offer, promise or give to any of the Principal's employees involved in the tender  
process or the execution of the contract or to any third person any material or  
other benefit which he/she is not legally entitled to, in order to obtain in exchange

any advantage of any kind whatsoever during the tender process or during the execution of the contract.

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

- (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as Annexure.
- (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **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 notices, 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)

Bidder/Contractor)(Office Seal)

Place.....

Date.....

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

\_\_\_\_\_  
 (For & On behalf of

(Office Seal)

Place.....

Date.....

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  
\_\_\_\_\_/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 asunder:

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  
sincere  
ly,

Signat  
ure

(Name of the Authorized

Signatory)

Compa  
ny 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 <b>air/road/ rail</b> <b>(retain one only)</b>	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**

**Equipment** TENDER NUMBER: \_\_\_\_\_ Date: \_\_\_\_\_

I \_\_\_\_\_ S/o, D/o, W/o \_\_\_\_\_, Resident of \_\_\_\_\_ do

hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification – Public procurement (preference to Make in India) Order No.P-45021/2/2017 -PP (BE-II) dated 16.09.2020

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

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

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition norms, based on the assessment of an authority so nominated for the purpose of assessing the local content, action will be taken against me as per Order No. P-45021/2/2017/-PP( B.E-II) dated 16.09.2020.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority: (Kindly fill up the below mentioned particulars)

**i. Name and details of the PLACE OF LOCATION OF VALUE ADDITION:**

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

iii. Procuring entity to whom the certificate is furnished

**iv. Percentage of local content claimed:**

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

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

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

**NOTE: AUTHORISED SIGNATORY AS PER THE PPMI ORDER**

## **FORM – 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

bidderName of the

Signatory

## FORM – 15

(For details, please refer to the Govt. of India(GoI.), Ministry of Finance, Department of Expenditure OM No. **F 6/18/2019-PPD dated 23.78.2020** and GoI., 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-IIT 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 / 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 fall1ng within the margin of purchase preference. and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.



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

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:

<b>Category</b>	<b>Terminology</b>
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 supplied’ or “Non-MSE but Class-I local supplier” — Contract is be awarded to L1.*
- B. L1 is “Non-MSE non-Class-I local supplier” - First purchase preference to be given to MSE as per PPP-MSE Order. If MSE not eligible/ does not accept - purchase preference to be given to Class- I Local supplier as per PPP-MII Order. If Class-I Local supplier also not eligible/ does not accept - contract to be awarded to L-1.*

*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.