



सीएसआईआर – केंद्रीय यांत्रिक अभियांत्रिकी अनुसंधान संस्थान, महात्मा गांधी एवेन्यू,

दुर्गापुर - 713209, पश्चिम बंगाल, भारत

CSIR - Central Mechanical Engineering Research Institute,

Mahatma Gandhi Avenue,

Durgapur - 713209, West Bengal, INDIA

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मिसिल सं०/ File No. PUR/238/R&A/PK/E/2024-2025

दिनांक/ Date: 02.08.2025

**वैश्विक निविदा/Global tender**  
**ई-निविदा हेतु आमंत्रण/Invitation for e-Tender**

निदेशक, सीएसआईआर – केंद्रीय यांत्रिक अभियांत्रिकी अनुसंधान संस्थान, महात्मा गांधी एवेन्यू, दुर्गापुर - 713209, पश्चिम बंगाल, भारत नीचे वर्णित सामग्री हेतु मूल उपकरण विनिर्मातों, उनके वितरक और विदेशी स्वामियों के अधीन प्राधिकृत, भारतीय एजेंटों (यदि हो), को निम्नलिखित मद हेतु द्वि-पद्धति पर आधारित ई-निविदा जमा करने हेतु आमंत्रित करते हैं। इसकी सूचना <https://etenders.gov.in/eprocure/app> पर उपलब्ध है। संबंधित दस्तावेज़ संस्थान की वेबसाइट [www.cmeri.res.in](http://www.cmeri.res.in) पर भी उपलब्ध है / Director, CSIR - Central Mechanical Engineering Research Institute, Mahatma Gandhi Avenue, Durgapur - 713209, West Bengal, INDIA invites original equipment manufacturers, their authorized distributors and Indian agents of foreign principals, if any, for submission of e-quotations in two bids system. For complete NIT documents kindly refer to <https://etenders.gov.in/eprocure/app>. Its intimation has also been given on Institute's website [www.cmeri.res.in](http://www.cmeri.res.in).

क्रम सं०/ S.N o.	मद का नाम/ Name of the item	मात्रा/ Quan tity	Single / Two Bid	ईएमडी डिक्लेरेशन/ EMD Declaration
1.	<b>UNDERWATER THRUSTERS WITH MATCHING CONNECTORS</b>  E-tender ID: 2025_CSIR_243691  Detailed specifications are mentioned in Chapter- 4.	05 Nos. each	Two bid	Uploaded Bid -Securing Declaration Form must be submitted on the letter head of the firm in Techno-commercial (Part-I) Bid.

कृपया ध्यान दें/Please note-

- (i) ई-निविदा खोलने का स्थल / Place of Opening of e- tender: सीएसआईआर – केंद्रीय यांत्रिक अभियांत्रिकी अनुसंधान संस्थान, महात्मा गांधी एवेन्यू, दुर्गापुर - 713209, पश्चिम बंगाल, भारत होगा/ CSIR - Central Mechanical Engineering Research Institute, Mahatma Gandhi Avenue, Durgapur - 713209, West Bengal, INDIA will be the venue of online-bid opening.
- (ii) ई-निविदा जमा करने की अंतिम तिथि व समय/ Last Date & time for online bid submission: 30.08.2025/ 05:00 p.m. (IST).
- (iii) ई-तकनीकी निविदा खोले जाने की तिथि व समय/ Date & time for opening of online techno-commercial bids: 31.08.2025/ 05:00 p.m. (IST).

2. इच्छुक बोलीदाताओं से अनुरोध है कि वर्णित सामग्री हेतु बोली भरे/ Interested Bidders are requested to submit the bid for the quoted item.

3. इच्छुक बोलीदाता उपरोक्त विषय में अतिरिक्त जानकारी भंडार एवं क्रय अधिकारी, सीएसआईआर-सीएमईआरआई, महात्मा गांधी एवेन्यू, दुर्गापुर - 713209, पश्चिम बंगाल, भारत से प्राप्त कर सकते हैं/ Interested Bidders may obtain further information from the office of the Stores & Purchase Officer, CSIR - Central Mechanical Engineering Research Institute, Mahatma Gandhi Avenue, Durgapur - 713209, West Bengal, INDIA.

4. वे बोलीदाता, जो अपने मूल विनिर्माताओं के बदले ई-बोली जमा करते हैं, उन्हें अनिवार्य रूप से इस ई-निविदा हेतु प्राधिकृत होने से संबंधित वांछित प्रमाण प्रस्तुत करना होगा अन्यथा उनकी बोली निरस्त की जा सकती है/ Bidders who are submitting their online bids on behalf of their principal should submit proper authorization certificate authorising them to submit their bids online for this tender, failing to which the bid will be rejected.

5. ई-निविदा प्रपत्र, जमा करने की अंतिम तिथि व समय के भीतर जमा होने चाहिए/ The online bids must be submitted on or before the last date & time for submission of tender.

6. आयातित मदों के लिए बोलीदाता संबंधित विदेशी मुद्रा में अपनी मूल्य निविदा जमा करें। गैर स्थानीय आपूर्तिकर्ता (non-local supplier) जिनका योगदान मद में 20% से कम हो, वह रूप में अपनी निविदा जमा ना करें और वह क्रय प्राथमिकता के लिए मान्य नहीं होंगे। यदि चाहें तो ऐसे गैर स्थानीय आपूर्तिकर्ता मूल विनिर्माता के माध्यम से अनुमति ले कर विदेशी मुद्रा में निविदा जमा कर सकते हैं/ For imported items, the Price Bid should be submitted in the concerned foreign currency. In case of non-local supplier i.e., where the local content is below 20% will not be considered eligible for procurement preference & INR quotation. However, the bidder having less than 20% Local content in the NIT equipment must quote in the Foreign Currency after obtaining due permission from the OEM.

7. सभी ई-निविदाएँ उपरोक्त निर्दिष्ट बोली प्रतिभूति घोषणा पत्र (ईएमडी डिक्लेरेसन) के साथ निर्धारित समय व तिथि के भीतर आवश्यक रूप तकनीकी-व्यवसायिक निविदा (भाग-1) के साथ जमा हो जानी चाहिए। ईएमडी डिक्लेरेसन लेटर प्रपत्र इस ई-निविदा के साथ संलग्न है। नियत समय व तिथि पर ई-निविदाएँ खोली जाएंगी। बोलीदाता अथवा उनके वाजिब प्रतिनिधि यदि चाहें, तो ई-निविदा खुलने के समय व तिथि पर मौजूद रह सकते हैं। किसी कारणवश, यदि ई-निविदा जमा करने या खुलने की तिथि पर अवकाश अथवा कार्यालय बंद रहता है तो ई-निविदाएँ जमा व खोलने का समय अगले कार्यदिवस में उसी नियत समय होगा/ All bids must be accompanied by a bid securing declaration (EMD declaration) as specified above and must be submitted along with Techno-commercial bid (Part-1) on or before the date and time indicated above. EMD declaration format is attached with this NIT. Online Bids will be opened in the presence of Bidders' representatives who choose to attend on the specified date and time. In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed time.

8. बोलीदाता यह भली-भांति सुनिश्चित कर लें कि उनके द्वारा जमा किया गया ई-निविदा पत्र इस कार्यालय द्वारा की गई चाही गई अहर्ताओं व मांगी गई समस्त जानकारीयों को निर्धारित प्रपत्रों पूरा भरने के उपरांत जमा किया गया है। यदि जरूरी हो तो जानकारीयों के लिए अतिरिक्त शीट का प्रयोग किया जा सकता है। सक्षम व्यक्ति द्वारा सम्पूर्ण निविदाप्रपत्र मुहर अंकित व हस्ताक्षरित किया चाहिए/ Bidders are required to ensure that the e-tender documents submitted by them fulfil the requisite qualifications and required information given in the prescribed formats. Additional sheets may be used, if required. The complete tender documents should be page numbered with index, signed and stamped by the authorized signatory of the bidder.

9. सीएसआईआर-सिंफर के मांगे जाने पर बोलीदाताओं को अपनी निविदा में संलग्न किये किसी प्रपत्र/ प्रमाणपत्र को मूलरूप में सत्यापन हेतु प्रस्तुत करना होगा, विसंगति होने पर संबन्धित खरीद प्रक्रिया के किसी भी स्तर से निष्काषित किया जा सकता है/ On demand by CSIR-CMERI, the bidder will have to produce the original document/ certificate submitted with the quotation for the purpose of verification, mis-match can lead into rejection at any level of the concerned procurement process.

10. बोलीदाताओं को इस संस्थान में होने वाली खरीद प्रक्रिया में सीएसआईआर के क्रय नियमों की पूर्णतया पारदर्शिता व ईमानदारी से पालन करना होगा, अवहेलना करने पर संबन्धित खरीद प्रक्रिया के किसी भी स्तर से निष्काषित किया जा सकता है/ Bidders should follow CSIR Purchase rules (available at [www.csir.res.in](http://www.csir.res.in)) with complete transparency and honesty, violation can lead into rejection at any level of the procurement process.

11. एमएसई, मेक इन इण्डिया एवं स्टार्ट-अप फर्म्स इस ई-निविदा में भाग लेने हेतु आमंत्रित हैं। उन्हें ईएमडी, यदि कोई हो, व टर्नओवर मानदंडों में छूट है परंतु तकनीकी विशिष्टताओं व आवश्यकताओं को पूर्ण करना होगा। उनके संदर्भ में भारत सरकार के अधिनियम लागू होंगे। इस प्रकार की छूट पाने के लिए संबन्धित आपूर्तिकर्ताओं को समस्त वांछित दस्तावेज संलग्न करने होंगे। **ध्यान रहे कि, इस प्रकार के प्रपत्रों में असत्यता पाये जाने पर सक्षम प्राधिकारी द्वारा फर्म को निष्काषित / अन्य कोई यथोचित कार्रवाही की जा सकती है। इन बोलीदाताओं को भी अपनी भाग -1 निविदा के साथ लोकल कंटेंट प्रमाणपत्र एवं निर्दिष्ट बोली प्रतिभूति घोषणा पत्र (ईएमडी डिक्लेरेशन, यदि मांगी गई हो तो) (जो कि निविदा के साथ संलग्न हैं) प्रस्तुत करना होगा।** MSE, Make In India and Start-up firms are invited to participate in this e-tender. These firms are exempted from submitting of EMD, if any, and turnover criteria. But they have to comply with the specifications and technical parameters. The Govt. of India rules are applicable for the MSE, Make in India and Start-up firms. In order to seek the desired relaxation, the concerned suppliers are required to enclose all the concerned and essential documents indicating their status. It may be taken care that any inconsistency/ false declaration in such documents will lead to debarring/ any other deemed fir action by the Competent Authority. **These bidders are also required to submit the local content certificate and Bid security Declaration, (BSD/EMD Declaration, if sought in NIT (formats attached with the NIT) with their Part-I bids.**

12. बोलीदाताओं को चाहिए कि वे मूल्य बोली (प्राइस बीड- भाग-II) में अपनी दरें मांगे गए आधार पर प्राइस शेड्यूल प्रारूप पर भर कर दें। मूल्यांकन, न्यूनतम मूल्यांकित बोली आधार पर किया जाएगा जिसका उल्लेख मूल्य ई-निविदा में किया गया है/ The Bidders are required to submit their Rates as directed in Price Bid, Part-II (Price Bid Schedule format). The rates are required to be quoted in BOQ format as well as in PDF. Please note that in case of any discrepancy between the two, the price bid quoted in PDF will be considered for evaluation and ranking. Evaluation shall be made on the LQ-1, which has been stated in the Price Bid section of NIT.

13. निदेशक, सीएसआईआर-सीएमईआरआई को यह अधिकार है कि वह कोई कारण बताए बिना, किसी या सभी निविदाओं को अंशतः या पूर्णतः स्वीकार/अस्वीकार कर सकता है, या उसके/ उनके क्रम को भंग कर सकता है जो कि भाग लेने वाले सभी बोलीदातों को बाध्यकारी व स्वीकार्य होगा/ The Director, CSIR-CMERI, reserves the right to accept/reject any or all tenders either in part or in full or to split the order without assigning any reasons there for which will be binding and acceptable all participating bidders.

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### **CRITICAL DATE SHEET**

<b>Sl. No.</b>	<b>Stage</b>	<b>Date</b>	<b>Time</b>
1	Publish Date & Time	02.08.2025	17:00 hrs.
2	Document Download Start Date & Time	02.08.2025	17:00 hrs.
3	Seek Clarification Start Date	02.08.2025	17:00 hrs.
4	<del>Pre-bid Conference, if any</del>	NA	NA
5	<del>Date of technical corrigendum after pre-bid conference</del>	NA	NA
6	Bid Submission Start Date & Time	02.08.2025	17:00 hrs.
7	Bid Submission End Date & Time	30.08.2025	17:00 hrs.
8	Seek Clarification End Date & Time	13.08.2025	17:00 hrs.
9	Document Download / Sale End	30.08.2025	17:00 hrs.

	Date & Time		
10	Bid Opening Date & Time (XX)	31.08.2025	17:00 hrs.

**NIT Document File No.- PUR/238/R&A/PK/E/2024-25**

**General Guidelines TO BIDDER FOR SUBMITTING THE ON-LINE BIDS** *(To be read carefully by the interested bidders)*

1. Tender documents may be downloaded from Central Public Procurement Portal <https://www.etenders.gov.in>. Aspiring bidders who have not enrolled / registered in e-procurement should enrol/ register before participating through the website <https://www.etenders.gov.in>. The portal enrolment is free of cost. Bidders are advised to go through the instructions provided at “instructions for online bid submission”.
2. Tenderers can access tender documents on the website (for searching in the NIC site <https://www.etenders.gov.in>, kindly go to Tender Search option, select tender type and select Council of Scientific and Industrial Research in organization tab and select CSIR-CMERI, Durgapur in department type. Thereafter, click on “Search” button to view all CSIR-CMERI, Durgapur tenders). Select appropriate tender and fill them with all relevant information and submit the completed tender document online on the website <https://www.etenders.gov.in>.
3. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://etender.gov.in/eprocure/app>.

**REGISTRATION-**

4. Bidders are required to enrol on the e-procurement module of the Central Public Procurement Portal (URL: <https://etender.gov.in/eprocure/app>) by clicking on the link “Click here to Enroll”. Enrolment on the CPP Portal is free of charges.
5. As part of the enrolment process, the bidder will be required to choose a unique username and assign a password for their accounts.

6. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
7. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/ nCode /eMundra etc.), with their profile.
8. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
9. Bidder then in to the site through the secured log-in by entering their user ID/ password and the password of the DSC/ e-Token.

#### SEARCHING FOR TENDER DOCUMENTS-

10. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
11. Once the bidders have selected the tenders they are interested in, they may download the required documents/ tender schedules. These tenders can be moved to the respective 'My Tender' folder. This would enable the CPP Portal to intimate the bidders through SMS/ e-mail in case there is any corrigendum issued to the tender document.
12. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

#### PREPARATION OF BIDS-

13. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
14. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
15. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and generally, they can be in PDF / XLS /RAR/ DWF /JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned documents.
16. To avoid the time and effort required in uploading the same set of slandered documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificate etc.) has been provided to the bidders. Bidders cab use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part Technical Bid.

#### **SUBMISSION OF ONLINE BIDS-**

17. Bidder should log into the site well in advance for bid submission so that they can upload the online bid in time i.e. on or before the bid submission time. Bidders will be responsible for any delay due to other issues.
18. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
19. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidder, opening of bids etc. The bidders should follow this time during bid submission.
20. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
21. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
22. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
23. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.
24. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS/TENDERERS/SUPPLIERS**

25. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender of the relevant contact person indicated in the tender.
26. 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.
27. Tenderers are advised to follow the instructions provided in the 'Instructions to the Tenderer for the e-submission of the bids online through the central Public Procurement Portal for e Procurement Portal for e Procurement <https://www.etenders.gov.in>

### **CHAPTER 1**

**INSTRUCTIONS TO BIDDERS (ITB)**  
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## **A. Introduction**

### **1.1. Eligible Bidders**

#### **1.1.1**

This Invitation for Online bids is open to all suppliers to submit their online bids through <https://etenders.gov.in/eprocure/app>.

#### **1.1.2**

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 share holding 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.

#### **1.1.3**

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

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

#### **1.1.4**

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

#### **1.1.5**

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

#### **1.1.6**

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

#### **1.1.7**

The bidders who have been put under Holiday listing / **debarred/ blacklisted** 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.

### **1.2. Cost of Online bidding**

#### **1.2.1**

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

### **1.3 Code of Integrity For Public Procurement**

#### **1.3.1**

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

#### **1.3.2**

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

- i) “corrupt practice”: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii) “Fraudulent practice”: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- iii) “anti-competitive practice”: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- iv) “coercive practice”: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- v) “conflict of interest”: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of purchaser who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the purchaser with an intent to gain unfair advantage in the procurement process or for personal gain;

Complete specification with manufacturer’s name and address should be given while quoting. Supporting scanned copies of Literature/Pamphlets etc. should also be submitted. In cases of agents quoting on behalf of their manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry.

One manufacturer can authorize only one agent/dealer. There can be only one bid from the following:

i. The OEM directly or through one agent on his behalf;

Or

ii. One Agent on behalf of only one OEM.

and

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

#### 1.3.3

##### Obligations for Proactive disclosures

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

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

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

#### 1.3.4 Punitive Provisions

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

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

ii) If a contract has already been awarded

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

## **B. The Online bidding Documents**

### **1.4. Cost of Online bidding Documents**

1.4.1 The bidding documents can be downloaded from our Website (<https://cmeri.res.in/>) as indicated in the Invitation for Bids/NIT free of cost or e-tenders portal (<https://etenders.gov.in/eprocure/app>).

### **1.5. Content of Online bidding Documents**

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

**Chapter 1:** Instructions to bidder (ITB)

**Chapter 2:** (a) General Conditions of Contract (GCC)

(b) Special Conditions of Contract (SCC)

**Chapter 3:** Schedule of Requirements

**Chapter 4:** Specifications and Allied Technical Details

**Chapter 5:** Price Schedule Forms

**Chapter 6:** Qualification requirements

**Chapter 7:** Standard Forms comprising:

(1) Bidder Information Form (to be enclosed with the technical bid) (Annexure-5C)

(2) Manufacturers' Authorization Form (to be enclosed with the technical bid) (Annexure-5D)

(3) Bid Securing Declaration. (to be enclosed with the technical bid) (Annexure-5E)

(4) Performance Statement Form (to be enclosed with the technical bid) (Annexure-5F)

(5) Deviation Statement Form (to be enclosed with the technical bid) (Annexure-5G)

(6) Service Support Form (to be enclosed with the technical bid) (Annexure-5H)

- (7) Bid Form (to be enclosed with the priced bid) (Annexure-5I)
- (8) Performance Security Form (After the acceptance of Purchase order)(Annexure-5J)
- (9) Acceptance Certificate Form (Annexure-5K)
- (10) Format for declaration by the Bidder for Code of Integrity & conflict of Interest. (to be enclosed with the technical bid) (Annexure-5M)
- (11) Price Schedule form for goods being offered from India or For goods manufactured Abroad but quoted in INR (to be enclosed with the price bid) (Annexure-5Q)
- (12) Format of Certificate of compliance to MoF, DOE Order No. 6/18/2019-PPD dated 23rd July, 2020 (to be enclosed with the technical bid, if required as per Clause 1.46 of ITB) (to be enclosed with the technical bid) (Annexure-5T)
- (13) Format for Self - declaration by the Bidder for local content (%) (to be enclosed with the technical bid) (Annexure-5U)
- (14) Contract Form (Chapter 7)
- (15) Quoted Rate Certificate (to be enclosed with the price bid) (Annexure-5W)
- (16) Checklist (Annexure-5Y)

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

#### **1.6. Clarification of online bidding documents**

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

The queries, clarifications and amendments issued would also be hosted on the website of the Purchaser for the benefit of the other prospective bidders and also shall be sent to all bidders who have purchased the tender documents.

#### **1.7. Amendment of Online Bidding Documents**

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

1.7.2 Corrigendum, if any, to the online tender will be separately indicated in the e-procurement portal <https://etenders.gov.in/eprocure/app>

1.7.3 In case of corrigendum to the e-tender, the Purchaser, at its discretion, may extend the deadline for the submission of online bids.

1.7.4 Before submission of the bids the bidder is required to ensure that corrigendum if any, has to be incorporated in his online bid documents.

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

#### **1.8. Language of Online bid**

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

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

#### **1.9 Purchase Preference Policies**

##### **1.9.1**

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

Purchase preference will be given to MSEs as defined in line with current Govt. of India procurement policies issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises.

##### **1.9.2**

The extant procurement would abide by **DPIIT Order No. P-45021/2/2017-PP (BE-II)-Part(4)Vol.II dated 19 July, 2024 to provide purchase preference to Class-I Local Suppliers as defined and directed by the order.**

#### **1.10.1 Documents comprising the Online bid**

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

##### **A. Technical bid**

- (a) Bidder Information Form;
- (b) Declaration abiding by the Code of Integrity and no conflict of interest for public procurement;
- (c) Bid security/ **Bid Securing Declaration** as specified in the Invitation for Bids;
- (d) Service support details form;
- (e) Deviation Statement Form;
- (f) Performance Statement Form;
- (g) Manufacturer's Authorization Form along with a certified copy of the Agency Agreement between the bidders and the Indian Agent;
- (h) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
- (i) Integrity Pact, if required as per SCC;

- (j) Documents establishing goods eligibility and conformity to bidding documents; indicating the Indian Customs Tariff Number (ICT & HSN No.).
- (k) Schedule of requirements.
- (l) Self-certification that the item offered meets the minimum local content of 50% giving details of the location(s) at which the local value addition is made in case the bidder wishes to avail the benefits under the make in India policy, if applicable.
- (m) In cases of procurement for a value in excess of ₹10crores, the local supplier shall be required to provide a certificate from the statutory audit or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content to avail the benefits under the make in India policy, if applicable.
- (n) Documentary evidence about the status of the bidder i.e. whether MSE or not, owned by SC/ST or not and whether the MSE is owned by a women entrepreneur or not.

## **B. Price bid**

### **(iii)BOQ**

#### **1.11. Bid form and price schedule**

1.11.1 The bidder shall complete the Online bid Form and the appropriate price schedule form furnished in the online bidding documents. These forms must be completed without any alterations to its format and no substitutes shall be accepted. All blank spaces shall be filled in with the required information. **Firm has to submit price bid in both BOQ (Excel Format) and PDF. In case of any discrepancy between BOQ (Excel Format) and PDF, the price bid submitted in PDF format will be considered as final for evaluation and ranking.**

#### **1.12. Bid Prices**

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

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

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

- (i) The price of the goods quoted Ex -works including taxes already paid.
- (ii) GST and other applicable taxes & duty etc. admissible will be payable on the goods if the contract is awarded.
- (iii) **Banker's details such as-** Name of account holder, Account Number, Name of Bank, Branch code, RTGS code, NEFT code, SWIFT code, MICR Code etc.
  - a. The charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination as specified in the price schedule form.
  - b. The installation, commissioning and training charges including any incidental services, if any.

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

(i) Bidders must note that-The Price of the goods quoted in the Online Price bid should be provided with a clear breakup of various heads- Ex-Works, Packing & forwarding, insurance (ex-works to CMERI Stores), shipment/airfreight, custom clearance charges & statutory levies, transportation from airport to CMERI Stores, loading/unloading charges (if any), Installation, Commissioning including any incidental services, training, additional yearly warranty, AMC/CMC on annual basis, Agency commission, if payable then source should be clearly mentioned and any other applicable charges must be quoted as this is essential for proper price comparison. Competent Authority reserves the right to reject such online bid on non-compliance.

However, CSIR-CMERI can place the order on FCA/FOB/CIF/CIP or any other applicable INCOTERMS to the selected online bidder.

(ii) The agency commission charges(**to be paid in INR only**), if any, should be clearly specified.

(iii) **Banker's details such** as- Name of account holder, Account Number, Name of Bank, Branch code, RTGS code, NEFT code, SWIFT code, MICR Code etc. Bank details are also required for opening of Letter of Credit.

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

1.12.4 Where there is no mention of packing, forwarding, freight, insurance changes, taxes etc. such offer shall be rejected as incomplete as per decision of the Competent Authority.

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

1.12.6 In case the bid validity is requested for extension the same will be made by the supplier without altering the price bid.

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

1.12.8 The Purchaser is registered with Dept. of Scientific & Industrial Research, Govt. of India and concessional customs duty is leviable vide notification No. 54/2002-Customs on all imports covered under Notification No.51/96-Customs dated 23.07.1996.

1.12.9. Bidders will be sole responsible for the tax/GST rates and HSN Codes submitted by them, therefore, they are advised to check the prevalent tax/GST rates before submitting their tenders.

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

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



which is normally applicable on the item in question for the purpose of comparison with the prices of other tenderers.

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

1.12.12 **AMC/CAMC:** Annual Maintenance contract will start after the expiry of the Standard Onsite warranty period/Extended Onsite warranty period, during Standard Onsite warranty period/Extended Onsite warranty period the goods are to be maintained free of cost by the supplier. Payment will be made on half yearly basis after satisfactory report from the user.

However, it will be the prerogative of competent authority of CSIR-CMERI to go ahead or not to go ahead with AMC/CAMC. Separate order with detailed terms and conditions will be issued after expiry of standard warranty.

### **1.13. Bid Currencies**

1.13.1 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. For this purpose the price bid should be submitted in BOQ (Excel format) as well as PDF, in case of any discrepancy between the two, the price bid in PDF will be considered for evaluation and ranking.

### **1.14. Documents Establishing bidder's Eligibility and qualifications**

1.14.1 The participating bidder has to ensure that the eligibility criteria and other qualifications stipulated in the tender are fulfilled by them before participating in the NIT.

1.14.2 The bidder shall furnish, as part of his online bid, documents establishing the bidders' eligibility and qualification to perform the contract if the online bid is accepted. The documentary evidence of the bidder's qualification to perform the contract if the online bid is accepted shall establish to the purchasers satisfaction that;

- (a) The bidder meets the qualification criteria listed in online bidding documents, if any.
- (b) Bidder that doesn't manufacture the goods it offers to supply **shall submit Manufacturers' Authorization** Form (MAF) using the form specified in the online bidding document to demonstrate that it has been duly authorized by the manufacturer of the goods to quote and/or supply the goods.
- (c) In case a bidder not doing business within India it shall furnish the certificate to the effect that the bidder is or will be represented by an agent in India equipped and able to carry out the supply, maintenance, repair obligations etc. during the warranty and post warranty period or ensure a mechanism at place for carrying out the supply, maintenance, repair obligations etc. during the warranty and post-warranty period.

1.14.3 Conditional bids shall not be accepted.

### **1.15. Documents Establishing Goods' Eligibility and Conformity to Online bidding Documents**

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

1.15.2 To establish the conformity of the goods and services to the specifications and schedule of requirements of the online bidding document, the documentary evidence of conformity of the goods and services to the online 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, pre requisites/ utility materials 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 online Priced bid ; and
- (c) An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

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

#### **1.16. Bid Security (BS)/ Bid Securing Declaration (BSD) - whichever is applicable**

1.16.1 If Bid Security is required then- The bid security should be valid for minimum 45 days beyond the validity of the online bid. Bid Security/ EMD valid for a shorter period shall be rejected by the Purchaser as non-responsive or if supplier fails to extend it further on intimation given by the Purchaser. In case BSD is required in the NIT then- Bid Securing Declaration (BSD) shall be in the prescribed format should be attached with the techno-commercial bid documents (online) by all the participating bidders of different categories in the tender.

1.16.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture. In case of non-submission of the appropriate EMD / Bid Securing Declaration (as the case may be) with the techno-commercial bid, the bid will summarily be rejected.

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

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

- (c) A Banker's cheque or demand draft in favour of the purchaser issued by any Scheduled commercial bank in India.
- (d) Insurance Security Bond.
- (e) Online Payment in an acceptable form.
- (f) Bid Securing Declaration

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

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

1.16.6 The bid security of unsuccessful bidder will be discharged /returned as promptly as possible positively within a period of 30 days after the expiration of the period of bid validity or placement of order whichever is later, without any interest provided that there is no legal/administrative matter involved/pending.

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

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

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

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

1.16.10 The bid security may be forfeited:

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

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

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

1.16.12 If the Supplier is selected for giving the Purchase order/ LoI and if they fail to honour the terms & conditions stipulated in it, the Institute may take deemed fit action against it.

1.16.13 In case a bidder intimates at the time of tender opening in writing that the bid is kept inside the financial bid, then in such cases, the technical bid of the party would be accepted provisionally till opening of the financial bids with which the party has attached the bid security (in case of offline)

#### **1.17. Period of Validity of Online bids.**

1.17.1 Online bids shall remain valid for **minimum of 180 days** after the date of online bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive or if supplier fails to extend it further on intimation given by the Purchaser.

1.17.2 In exceptional circumstances, the Purchaser may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable, telex, fax or e-mail). The bid security provided shall also be suitably extended. The non acceptance of same will lead to the rejection of the bid. A bidder granting the request will not be required nor permitted to modify its online bid.

1.17.3 Online bid evaluation will be based on the online bid prices without taking into consideration the above corrections.

#### **1.18. Format and signing of Online bid**

1.18.1 The online bids may be submitted as specified in the Invitation for Online bids.

1.18.2 In case the online bids are invited **on two- bid system**, the bidder shall submit the bids in two separate parts. Part –I i.e. **Techno-commercial bid** shall comprise all documents listed under clause relating to Documents Comprising the commercial terms, except price schedule. Part-II i.e., **Price bid** shall contain the comprising of duly filled bid form and price schedules (BOQ as well as PDF).

1.18.3 The online bid shall be digitally signed by the bidder or a person or persons duly authorized, all pages of the online bid, printed literature/catalogue/ Brochure / leaflet, shall be initialled by the person or persons signing the online bid.

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

1.18.5 A Bidder from whose e-tenders ID a bid is uploaded and submitted on e-tenders portal would be held fully responsible for the same even if the bid has not been signed and/ or stamped.

### **1.19 Submission of Online bids as per e-tender instruction**

#### **1.19.1 Deadline for Submission of Online bids**

The Bids must be uploaded / submitted on e-tenders portal from the bidder's registered e-tenders id on or before the Last date (and time) of Submission of bids, failing which the e-tenders portal will not allow Bid submission. No request for extension of Last date of Bid submission will normally be entertained by the competent authority.

1.19.2 The Purchaser will not be responsible to answer the technical / commercial queries raised by prospective bidders beyond the "seek clarification end date" nor will be under compulsion to extend the "Bid submission end date" in any such situation.

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

#### **1.20. Late Bids**

1.20.1 e-tenders portal does not allow submission of late bids.

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

#### **1.21.1**

A Bidder may withdraw, substitute or modify its bid after it has been submitted, as per e-tenders portal rules/ provisions, prior to the last date (and time) of bid submission.

## **E. Opening and Evaluation of Online bids**

### **1.22 Opening of Online bids by the Purchaser.**

1.22.1 The Purchaser will open all technical online bid or Part-1 online bid in case of two online bidding system as per the schedule given in invitation for online bids. In the event of the specified date of Online bid opening being declared a holiday for the Purchaser, the Online bids shall be opened at the appointed time on the next working day. In two bid system, the financial online bid shall be opened only after technical evaluation.

#### **1.23 Confidentiality.**

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

1.23.2 Any effort by a bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the online bids or contract award decisions may result in the rejection of its Online bid and deemed fit action can be initiated by the competent authority.

### **1.24 Clarification of Online bids.**

**1.24.1 To assist in the examination, evaluation, comparison and post qualification of the online 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 online bid shall be sought, offered or permitted. However, no negotiation shall be held except with the lowest online 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.

**1.24.2 For clarification purpose supplier is required to provide the historical documents i.e. those documents which exist before publication/floating of this NIT.**

### **1.25. Preliminary Examination.**

1.25.1. The Purchaser shall examine the online bids to that all documents and technical documentation requested in ITB Clause 1.9 have been provided, and to determine the completeness of each document submitted and if certain clarification is required the same shall be furnished by the bidder without altering the NIT parameters.

1.25.2 The Purchaser shall check that the following documents and information have been provided in the On-line bid. If any of these documents or information is missing, the offer shall be rejected.

(a) Online bid Form and Price Schedule, in accordance with ITB Sub-Clause 1.10;

(b) All the bids received will first be scrutinized to see whether the bid meet the basic requirements as incorporated in the bid enquiry document. The bid, which does not meet the basic requirements, will be treated as unresponsive and ignored.

**The following are some of the basic important requirements, for which the bid may be declared as unresponsive and liable to be ignored/rejected at initial stage or any point of time of processing:**

(i) The Online bid is unsigned.

(ii) The bidder is not eligible.

(iii) The Online bid validity is shorter than the required period/ non receipt of proper extension.

(iv) The bidder has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer.

**(v) Bidder has not submitted the required Bid security/Bid Security Declaration (EMD/BSD), performance security (PBG) as per the requirement of the NIT.**

(vi) The goods quoted are sub-standard, not meeting the required specification etc.

(vii) Against the schedule of Requirement (incorporated in the e-tender enquiry), the bidder has not quoted for the entire requirement as specified in that schedule.

(viii) The Bidder has not agreed to essential condition(s) incorporated in their Bid.

(ix) The Bidder fails to timely respond to query/clarification sought by the Purchaser during the bid evaluation.

**(x) Online bid submitted by the Indian agent of the foreign Principal, who are not authorized by their OEM will be rejected.**

#### **1.26 Bidder's right to question rejection.**

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

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

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

#### **1.27. Responsiveness of Online bids.**

1.27.1 Prior to the detailed evaluation, the purchaser will determine the substantial responsiveness of each online bid to the online bidding documents. For purposes of this clause, **a substantive responsive online bid is one, which confirms to all terms and condition of the online bidding documents without material deviations, reservations or omissions.**

**A material deviation, reservation or omission is one that:**

- (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
- (b) limits in any substantial way, inconsistent with the Online bidding Documents, the Purchaser's rights or the bidder's obligations under the Contract; or
- (c) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive online bids.

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

1.27.3 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.

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

**1.28 Non-Conformity, Error and Omission.**

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

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

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

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

1.28.4 Provided that a online 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 online bid submitted shall be ignored and its bid Security may be forfeited.



### **1.29 Examination of Terms & Conditions, Technical Evaluation.**

1.29.1 The Purchaser shall examine the Online 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.

1.29.2 The Purchaser can seek clarification from the supplier on his online bid submitted, for arriving at a clear position; this will be without altering the NIT specifications. To evaluate an Online bid, the Purchaser may constitute a Technical Sub Committee which will use all the factors, methodologies and criteria defined in NIT. *In order to arrive at a more clear position, it can also ask for physical or live demonstration of the quoted model from the online bidder. For the demonstration CSIR-CMERI will not bear any monetary/ documentary liability. The venue and date of demonstration will be intimated by the Purchaser.*

1.29.3 The Purchaser shall evaluate the technical aspects of the online bid submitted in accordance with ITB Clause 14, to confirm that all requirements specified in Schedule of Requirements of the Online bidding Documents have been met without any material deviation or reservation.

1.29.4 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Online bid is not substantially responsive in accordance with ITB Clause 26, it shall reject the Online bid.

### **1.30. Conversion to Single Currency.**

1.30.1 To facilitate price bids evaluation and comparison, the Purchaser will convert all bid prices expressed in various currencies in to INR at the selling exchange rate established by Reserve bank of India/on xe website. The currency conversion date will be the **date of online bid opening** in the case of single bid / **the date of opening of the Price bids** in the case of two-bid system. For this purpose, exchange rate notified in [www.xe.com](http://www.xe.com) or [www.rbi.org](http://www.rbi.org) or any other website could also be used by the purchaser.

### **1.31. Evaluation and comparison of online bids.**

1.31.1 The Purchaser shall evaluate price bid of each responsive technically qualified price bid for the strictly as per NIT requirements/ specifications.

1.31.2. if any essential requirements /specifications are quoted by bidders to mislead the evaluation in form of optional items, that will be incorporated for evaluation before arriving at Lowest qualified bidders to bring all at par/ equivalent for fair competition. All expenditure incurring up to handing over the consignment will be taken in to account for evaluation and comparison. The essential requirement will be decided by the Institute strictly on the basis of NIT.

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

#### **[A] For goods manufactured in India.**

(i) The price of the goods quoted ex-works including all taxes already paid.

- (ii) GST payable on the goods if the contract is awarded.
- (iii) Charges for inland transportation, insurance, loading, unloading and other local services required for delivering the goods at the desired destination.
- (iv) The installation, commissioning, training and additional warranty (if any) charges including incidental services, if any.
- (v) Concessional Taxes/duties as permitted by Government of India , are applicable for purchase of any equipment for R&D purpose service charges are not concessional and the GST Charges is as per the applicable HSN code. However, the supplier has to bifurcate the comprehensive annual maintenance (CAMC) in percentages of the spare parts/goods and the services clearly for arriving at the tax applicability. If CAMC charges is not bifurcated the full tax rate of services will be applicable of the CAMC charges for evaluation.

**[B]For goods manufactured abroad**

- (i) The price of the goods, quoted on **FCA (named place of delivery abroad) or FOB (named port of shipment)**, as specified in the online bidding document.
- (ii) IGST and other taxes like custom duty etc. which will be payable on the goods if the contract is awarded.
- (iii) Charges for inland transportation, insurance, loading, unloading and other local services required for delivering the goods at the desired destination.
- (iv) The installation, commissioning, training and additional warranty (if any) charges including incidental services, if any.
- (v) Successful Supplier may also submit his rates for bringing the consignment to final destination i.e. CSIR-CMERI Stores apart from giving the rates for other inco-terms- FoB/FCA/CIP etc.

**1.31.4 Purchase Preference**

Purchase preference shall be given to Class- I local suppliers in all procurements undertaken by the purchaser in the following manner (as per DPIIT Order No. P-45021/2/2017-PP (BE-II) –Part (4)Vol-II dated 19 July, 2024) :

**(a)**

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

Explanatory notes for calculation of local content given above

- a. Imported items sourced locally from resellers/distributors shall be excluded from calculation of local content.
- b. The license fees/royalties paid/ technical charges paid out of India shall be excluded from local content calculation.
- c. Procurement/Supply of repackaged/refurbished/rebranded imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content. The definition of repackaged/refurbished/rebranded imported products is as follows;

'Refurbishing' means repair or reconditioning of an imported product does not amount to manufacture because no new goods come into existence.

'Repackaging' means repacking of imported goods from bulk pack to smaller packs would not ordinarily amount to manufacture of a new item.

'Rebranding' means relabeling or renaming or change in symbol or logo/ makes or corporate image of a company/ organization/ firm for an imported product would amount to rebranding.

d. To ensure that imported items sourced locally from resellers/distributors are excluded from calculation of local content, procuring entities to obtain from bidders, the cost of such locally-sourced imported items (Inclusive of taxes) along with break-up on license/royalties paid/technical expertise cost etc. sourced from outside India. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.

e. For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as 50%.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as more than or equal to 20% but less than 50%.

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' above.

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.

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

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'.

#### **(b) Purchase Preference:**

In the procurement of Goods or Works through Open Tender Enquiries (wherein only Class-I and Class-II Local Suppliers are eligible to bid) and Global Tender Enquiries (wherein 'Non-Local Suppliers' along with Class-I and Class-II Local Suppliers are also eligible), Purchase Preference will be provided to only Class-I Suppliers as follows:

(I) For Goods with quantities which are divisible in nature

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.

(II) For Goods with quantities which are not divisible in nature

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class -I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

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

**(c) Verification of local content:**

- a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b. In cases of procurement for a value in excess of Rs.10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- c. The bidder shall give self-certification for local content in the quoted item (goods/works/services) at the time of tendering. However, at the time of execution of the project, for all contracts above INR 10 Crore, the contractor/ supplier shall be required to give local content certification duly certified by cost/ chartered accountant in practice. For cases where it is not possible to provide certification by Cost/Chartered Accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from Cost/ Chartered Accountant after completion of the contract, within time limit acceptable to the procuring entity. In case the contractor/ supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II/ Non-local or from Class-II to Non-local, a penalty upto 10% of the contract value may be imposed. However, contract once awarded shall not be terminated on this account.
- d. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.

e. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.

f. Nodal Ministries and procuring entities may prescribe fees for such complaints.

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

h. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9 i below.

### **1.32. Comparison of Online Bids.**

1.32.1 (i) The comparison between the indigenous and the foreign offers shall be made on FOR destination basis and Ex-works/FoB/FCA basis respectively. However, the Ex-works/FoB/FCA prices quoted by any foreign bidder shall be loaded further as under:-

Towards custom clearance, insurance, freight movements, exchange rate fluctuations etc.-statutory levies on services essentially required for smooth delivery of the consignment from Airport to CSIR-CMERI- 20% of the Ex-works/FOB/FCA value excluding applicable rates of IGST, if any. The Bidder must quote the applicable IGST rate for the quoted items.

(ii) 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 online bidder shall be loaded further as under:

a) Towards customs duty, IGST 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.**

1.32.2 In the case of Purchase of many items against one e-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.

1.32.3 Orders for imported stores need not necessarily be on FOB/FCA basis rather it can be on the basis of any of the incoterm specified in ICC Incoterms 2000 as may be amended from time to time by the ICC or any other designated authority and favorable to CSIR Labs/Institutes or Headquarters.

1.32.4 Wherever the price quoted on FOB/FCA and CIF/CIP basis are the same, the Contract can be made on CIF / CIP basis.

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

1.32.6 The Purchaser shall compare all substantially responsive online bids to determine the lowest evaluated online bid, in accordance with ITB Clause regarding **“Evaluation and comparison of online bids”**.

### **1.33. Contacting the Purchaser**

1.33.1 Subject to ITB Clause regarding **“Bidder’s right to question rejection”**, it must be noted no bidder shall contact the Purchaser on any matter relating to its online bid, from the time of the bid opening to the time the Contract is awarded.

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

### **1.34. Post qualification**

1.34.1 In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause regarding **“Documents Establishing Goods' Eligibility and Conformity to Online bidding Documents”**.

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

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

## **F- Award of Contract**

### **1.35. Negotiations**

1.35.1 There shall not be any negotiation normally. 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 online bidder. Counter offers tantamount to negotiations and shall be treated at par with negotiations in the case of one time purchases.

### **1.36. Award Criteria**

1.36.1 Subject to ITB Clause 37 the Purchaser will award the contract to the successful bidder whose online bid has been determined to be substantially responsive and has been determined to be the lowest evaluated online bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

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

1.37.1 The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions. Further, at the discretion of the purchaser, the quantities in the contract may be enhanced by 25% within the delivery period. This may be done by the Purchaser on issuing a separate purchase order with additional quantities on the unchanged price and other terms and conditions. The Supplier has to accept it unconditionally.

### **1.38. Purchaser's right to accept Any Online bid and to reject any or All Online bids**

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

### **1.39. Notification of Award**

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

1.39.2 Until a formal contract is prepared and executed, the notification of award/LOI/Purchase order should constitute a binding contract.

1.39.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause regarding "**Performance Security**", the Purchaser will discharge its bid security.

### **1.40. Signing of Contract and submission of the PBG**

1.40.1 On receipt of P.O it will be the responsibility of successful bidder to print the draft provided by the purchaser on a Rs.100/- stamp paper and submit to the purchaser.

1.40.2 A Copy of the contract will be provided to the successful bidder.

1.40.3 Within 21 days of signing of the contract the Performance security (as specified in the Purchase Order/ LoI/ Agreement) should be submitted by the supplier, which will be confirmed from the issuing bank.

1.40.4 All the Bank Guarantees/Performance Bank Guarantees/Extended BG/PBGs will be verified from the issuing bank before release of any payment.

### **1.41. Order Acceptance/Acknowledgement**

1.41.1 The successful bidder should submit Order acceptance **within 14 days** from the date of issue, **failing which it shall be presumed that the vendor is not interested and his online bid security is liable to be forfeited** pursuant to ITB clause regarding "**Bid Security (BS)/ Bid Securing Declaration (BSD)**".

1.41.2 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 and submission of Performance Security (PS). Even after extension of time, if the order confirmation /PS are not received, the contract shall be cancelled and limited e-tenders irrespective of the value shall be invited from the responding firms after forfeiting the online bid security of the defaulting firm, where applicable, provided there is no change in specifications. In such cases the defaulting firm shall not be considered again for re-tendering in the particular case.

**1.42. Performance Security (The subsequent amendments in the rules of Govt. of India will be applicable):**

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

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

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

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

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

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

Or,

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

Or

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

Or

(d) Insurance Security Bond.

Or

(e) Online Payment in an acceptable form.

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

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



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

1.42.9

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

#### **1.43.Pre-bid Conference (PBC)**

1.43.1

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

~~CSIR-CMERI will not be bound to accept all/ any of the suggestions of the prospective bidders. CSIR-CMERI reserves the right to finalize its technical specifications and eligibility criteria after the Pre-Bid Conference as per suggestions of the participants of the PBC and the Consultant.~~

#### **1.44Integrity 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;

vii) 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) on the event of the need of IP is as detailed in the SCC.

#### 1.44.7 The modal format of IP is at Chapter containing "Forms".

## **1.45 Restrictions on procurement from a bidder of a country which shares a land border with India**

**[As per Dept. of Expenditure, MoF Order No. 6/18/2019-PPD Dated 23rd July, 2020].**

### 1.45.1 Requirement of registration

Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services ( including consultancy services and non- consultancy services) or works (including turnkey projects) only if the bidder is registered with Department for Promotion of Industry and Internal Trade (DPIIT).

### 1.45.2 Definitions

(1) “Bidder” for the purpose of this order (including the term ‘tenderer’, ‘consultant’, ‘vendor’ 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),

(2) “Tender” for the purpose of this Order will include other forms of procurement except where the context requires otherwise.

(3) “Bidder from a country which shares a land border with India” for the purpose of this Order means.

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

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

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

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

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

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

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

(4) “Beneficial owner” for the purpose of paragraph 8 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 juridical person(s), has a controlling ownership interest or who exercises control through other means.

#### Explanation-

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

b. “Control” shall include the right to appoint the majority of the directors or to control the management rights or shareholders agreements or voting agreements;

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

- (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

juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals:

(iv) Where no natural person is identified under (i) or (II) or (iii) 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.

(5) “Agent” for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

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

#### **1.46. Debarment of Firms from Bidding:**

In addition to the terms in ITB clause on “Code of Integrity”, A bidder or any of its successors may be debarred from participating in any procurement process of Laboratories/ Institutes/ Hqrs./ Units of Hqrs for any actions or omissions by the bidder as violation of code of integrity, which in the opinion of the Laboratories/ Institutes/ Hqrs./ Units of Hqrs, warrants debarment, for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub- standard quality of works, failure to abide by the “Bid Securing Declaration” etc. as per the prevailing CSIR Guidelines on debarment of firms from bidding.

## **CHAPTER 2**

### **CONDITIONS OF CONTRACT**

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

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## **2.1. Definitions**

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

- (a) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- (c) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (d) “Day” means calendar day.
- (e) “Completion” means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

- (f) “GCC” means the General Conditions of Contract.
- (g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (h) “Related Services” means the services incidental to the supply of the goods, such as transportation, insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (i) “SCC” means the Special Conditions of Contract.
- (j) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (k) “Supplier” means the natural person, private or government entity, or a combination of the above, whose online bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (l) The “Council” means the Council of Scientific & Industrial Research (CSIR), registered under the Societies Registration Act, 1860 of the Govt. of India having its registered office at 2, Rafi Marg, New Delhi-110001, India and the “Purchaser” means any of the constituent Laboratory/Institute of the Council situated at any designated place in India as specified in SCC.
- (m) The “Purchaser” means any of the constituent Laboratory/Institute of the Council situated at any designated place in India as specified in SCC.
- (n) “The final destination,” where applicable, means the place named in the SCC.

## **2.2. Contract Documents**

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

2.2.1 If mutually agreed by the Purchaser and the Supplier, the Contract can be amended, through not deviating from its fundamental features such as scope of supply, unit price, specifications etc..

## **2.3 Fraud and Corruption (same as contained under Para 1.3)**

## **2.4 Joint Venture, Consortium or Association etc. (also known as collaborations)**

If the supplier is a joint venture, consortium or association etc, 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 etc.. The composition or the constitution of the joint venture, consortium or association etc. shall not be altered without the prior consent of the Purchaser. Such collaboration should be existing before the floating of the NIT, after NIT such collaborations will not be considered.

## **2.5. Scope of Supply**

2.5.1 The Goods and Related Services to be supplied shall be as specified in SCC and Chapter 4 of this NIT.

2.5.2 Loading & Unloading will be in the scope of supplier in addition to the requirement indicated in chapter 4 of this NIT.

## **2.6. Suppliers’ Responsibilities**

2.6.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with Scope of Supply Clause of the GCC, Chapter 4 , SCC and the Delivery and Completion Schedule, as per GCC Clause relating to delivery and document.

## **2.7 Contract price**

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

## **2.8 Copy Right**

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

## **2.9. Application**

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

## **2.10. Standards**

2.10.1 The Goods supplied and services rendered under this Contract shall conform to the standards mentioned in the Technical Specifications and 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.

**Equivalent Indian Standards approved by BIS may also be considered.**

## **2.11. Use of Contract Documents and Information**

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

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

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

## **2.12. Patent Indemnity**

2.12.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 12.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

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

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

### **2.13 Performance Security: (same as contained under relevant paras of ITB)**

### **2.14. Inspections and Tests**

2.14.1 The Supplier shall at its **own expense** and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC or as discussed and agreed to during the course of finalization of contract.

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

2.14.3 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at the point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.

2.14.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission of consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

2.14.5 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

2.14.6 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at final destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.



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

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

## **2.15. Packing**

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

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

## **2.16. Delivery and Documents**

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

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

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

## **2.17. Insurance**

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

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

2.17.3 Where delivery is on FOB or FCA basis, insurance would be the responsibility of the purchaser. The Supplier will ensure that he will be handing over the damage-free equipment/item with export worthy packing to the freight forwarder of the Purchaser through an inspection note or any other agreed manner.

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

## **2.18. Transportation**

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

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

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

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

2.18.4 E- way bill will be the responsibility of the supplier.

## **2.19. Incidental Services**

2.19.1 The supplier may be required to provide any or all of the services, if any, specified in SCC.

## **2.20. Spare Parts**

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

(a) Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of **any warranty/Comprehensive Maintenance** 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.

(c) The Supplier shall provide the list of consumable or non consumable spare parts/accessories/optional items clearly indicating whether or not covered under free warranty.

## **2.21. Warranty and AMC/CMC**

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

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

2.21.3 Unless otherwise specified in the **SCC/LOI/Contract**, the warranty shall remain valid for **twelve (12) months** after the Goods or any portion thereof as the case may be, have been accepted at the final destination indicated in the SCC. Chapter-4 of the NIT may be noted for further clarification.

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

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

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

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

2.21.8 Bidders may note that the, cost of additional warranty, (as the case may be, if sought in the NIT) applicable after the completion of the standard warranty, should be quoted separately with annual price breakup, as it will be included in the final price evaluation. In the final award letter/ purchase order/ agreement/ LoI the Extended warranty, if any, cost will be mentioned and frozen, but will be applicable and payable only after successful completion of warranty period on the terms and conditions stated in the LOI/Purchase Order/Contract.

2.21.9 After completion of warranty period, if Purchaser wishes, he can enter into (AMC/CMC), the Annual/comprehensive Maintenance Contract.

2.21.10 Bidders are also required to provide the AMC/CMC (as the case may be, if sought in the NIT) cost in their Price Online bid on annual basis for a period specified in the NIT. This charge will be included in the final price evaluation. In the final award letter/ purchase order/ agreement/ LoI the AMC/ CMC, if any, cost will be mentioned and frozen, but will be applicable and payable only after successful completion of warranty period/extended warranty period and on the terms and conditions stated.

2.21.11 In case the NIT is for more than one unit/set in that case each unit/set will come under warranty period after the successful installation and commissioning. Any delay before installation and commissioning will not be covered in the warranty.

## **2.22. Terms of Payment**

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

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

2.22.3 Payments shall be made promptly by the Purchaser but in no case later than thirty (30) days after *fulfilling all the terms and conditions of the purchase order with requisite supporting documents*.

2.22.4 Payment shall be made in currency as indicated in the contract/ Purchase Order after completion of all the contractual obligations by the Supplier.

## **2.23. Change Orders and Contract Amendments.**

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

- (a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) The method of shipping or packing;
- (c) The place of delivery; and/or
- (d) The Services to be provided by the Supplier.
- (e) The delivery schedule.
- (f) Increase or decrease in the quantity required, exercise of quantity option clause;
- (g) The changes in inspection arrangements.
- (h) Changes in terms of payments and statutory levies.
- (i) Changes due to any other situation not anticipated.

2.23.2 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 asserted within fifteen (15) days from the date of the Supplier's receipt of the Purchaser's change order.

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

## **2.24. Assignment**

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

## **2.25. Subcontracts**

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

## **2.26. Extension of time**

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

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

2.26.3 Except as provided under the Force Majeure clause of the GCC, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of 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.

## **2.27. Liquidated Damages**

2.27.1 Subject to GCC Clause on Force Majeure, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services or contract value 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 clause or as per the decision of the Competent Authority based upon the merit of the case.

**2.27.2 Waiving off imposition of penalty with or without penalty is at the discretion of the Institute.**

## **2.28. Termination for Default**

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

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

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

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

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

a) The Performance Security may be forfeited;

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

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

## **2.29. Force Majeure**

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

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

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

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

## **2.30. Termination for Insolvency**

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

### **2.31. Termination for Convenience**

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

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

- (a) To have any portion completed and delivered at the Contract terms and prices; and/or
- (b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

### **2.32. Settlement of Disputes**

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

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

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

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

b.) The venue of the arbitration shall be New Delhi.

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

2.32.4 The resultant contract will be interpreted under Indian Laws in case of Purchase from Indian suppliers and / or United Nations Commission on International Trade Laws (UNCITRAL) in the case of foreign suppliers.

2.32.5 Notwithstanding any reference to arbitration herein,

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

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

### **2.33. Governing Language**

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

### **2.34. Applicable Law**

2.34.1 The Contract between the Supplier and the Purchaser shall be governed by the laws of India and/or UNCITRAL. All disputes arising out of this contract shall be subject to Durgapur, West Bengal, India jurisdiction only.

### **2.35. Notices**

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

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

### **2.36. Taxes and Duties**

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



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

2.36.3 After implementation of GSTIN, the bills submitted by the bidders should state their own as well as CSIR-CMERI GST number and required HSN code in their online quotations, bills and references. While the bills are submitted there should a clear breakup of CGST, SGST and IGST. The bills will be raised in the name of “The Director, CSIR - Central Mechanical Engineering Research Institute, Mahatma Gandhi Avenue, Durgapur - 713209, West Bengal, INDIA”.

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

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

**2.36.6** The bid (Technical and / or Price Bid) must clearly indicate which of the components of the equipment are imported items and which are indigenous. Custom Duty Exemption Certificate would be issued for the imported items and GST exemption certificate would be issued for indigenous items.

## **2.37. Right to use Defective Goods**

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

## **2.38. Protection against Damage**

2.38.1 The system shall not be prone to damage during power failures and trip outs.

The normal voltage and frequency conditions available at site as under:

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

## **2.39. Site preparation and installation**

**Unless otherwise specified in the SCC or Chapter 4,** The Supplier is solely responsible for the preparation of the equipment sites in compliance with the technical and environmental specifications defined by the Supplier and accepted by the purchaser. 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/ fitness of the sites before the installation of the Equipment, if required. The supplier shall carry out the site preparation, if any, needed for installation of the goods at the purchaser’s site immediately after notification of award/contract.

## **2.40 Import and Export Licenses**

#### 2.40.1

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

#### 2.40.2

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

### 2.41

#### 2.41.1

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

### 2.42 **Option Clause**

#### 2.42.1

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

### 2.43 **Integrity Pact**

#### 2.43.1

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

#### 2.43.2

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

### 2.44 **Order Acceptance**

#### 2.44.1

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

#### 2.45.1 Discretion of Director, CSIR-CMERI

##### 2.45.1

The Director, CSIR-CMERI, reserves the right to accept/ reject any or all e-tenders either in part or in full or to split the order without assigning any reasons there for which will be binding and acceptable all participating bidders.

#### B. SPECIAL CONDITIONS OF CONTRACT

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.	<a href="#">GCC 2.1.1(m)</a>	The Purchaser is: <i>Director, CSIR-CMERI, Mahatma Gandhi Avenue, Durgapur - 713209, West Bengal</i>
2.	<a href="#">GCC 2.1.1(n)</a>	The Final Destination is: Transit Stores, <b>CSIR-CMERI, Mahatma Gandhi Avenue, Durgapur - 713209, West Bengal</b>
3.	<a href="#">ITB 1.42</a>	<p><b><u>Performance Security (PS) or Performance Bank Guarantee (PBG):</u></b> The successful bidder has to submit PBG/PS (@3% of the purchase order value) within 21 days from the date of issue of purchase order and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, warranty obligations (Standard Warranty)</p> <p>Performance Security (PS) may be furnished in the form of Account Payee Demand Draft/Fixed Deposit Receipt /Bank Guarantee (including e-bank Guarantee) from a Commercial bank/Insurance Security Bond/Online Payment in an acceptable form.</p> <p>The PS/PBG should be in favour of " The Director, <b>CSIR-CMERI, Mahatma Gandhi Avenue, Durgapur - 713209, West Bengal</b> "</p>
4.	<a href="#">GCC 2.14</a>	<p>The Inspection and Tests prior to shipment of Goods and at final acceptance are as follows:</p> <p>PRE-DESPATCH INSPECTION: 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/ purchaser representative as specified in purchase order, prior to shipment to check whether the goods are in conformity with the technical specifications.</p> <p><b>Manufacturer's test certificate</b> with data sheet shall be issued to this effect and submit along with the delivery documents.</p> <p>The purchaser reserves the options to be present at the supplier's premises during such inspection and testing.</p>

		<p><b>Acceptance Test:</b> 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.</p> <p>In the event of the ordered item failing to pass the acceptance test, <b>a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test</b>, 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 equipments shall also be the responsibility and at the cost of the Supplier.</p> <p><b>Manuals together with Drawings:</b> Before the goods and equipments are taken over by the Purchaser, the Supplier shall supply operation and maintenance Manuals together with Drawings of the goods and equipments built. These shall be in such details as will enable the Purchaser to operate, maintain, adjust and repair all parts of the works as stated in the specifications. The Manuals and Drawings shall be in the ruling language (English) and in such form and numbers as stated in the Contract. <b>Unless and otherwise agreed</b>, the goods and equipment shall not be considered to be completed for the purposes of taking over until such Manuals and Drawing have been supplied to the Purchaser.</p> <p>On <b>successful completion of acceptability test</b>, receipt of deliverables, etc. and after the <b>Successful Commissioning:</b> 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.</p>
5.	ITB 1.16	All the bidders have to submit Bid securing declaration.

6.	GCC 2.15.2	<p>The marking and documentation within and outside the packages shall be:</p> <p>(a) Each package should have a packing list within it detailing the part No(s), description, quantity etc.</p> <p>(b) Outside each package, the contract No., .....name and address of the purchaser and the final destination should be indicated on all sides and top.</p> <p>(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.</p> <p>(d) All the sides and top of each package should carry an Appropriate</p>
7.	GCC 2.16.1	<p>Details of Shipping and other Documents to be furnished by the Supplier are:</p> <p><b><u>For goods manufactured within India</u></b></p> <p>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.</p> <p>(a) Two copies of Supplier's Invoice indicating, <i>inter-alia</i> description and specification of the goods, quantity, unit price, total value;</p> <p>(b) Packing list;</p> <p>(c) Insurance certificate, if required under the contract;</p> <p>(d) Railway receipt/Consignment note;</p> <p>(e) Manufacturer's guarantee certificate and in-house inspection certificate;</p> <p>(f) Inspection certificate issued by purchaser's inspector, if any; and</p> <p>(g) Any other document(s) as and when required in terms of the contract.</p> <p>Note:</p> <p>01. The nomenclature used for the item description in the invoices(S), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s).</p> <p>02. The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p> <p><b>For Goods manufactured abroad: Within 24 hours of dispatch,</b> 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/ scan copies all requisite documents through e-mail under intimation over phone/ e-mail to the purchaser, Bankers, insurance provider and Purchaser's freight forwarder &amp; clearing agent. It will governed under the clause 2.22.1(Commercial Terms).</p> <p>(i) Two copies of supplier's Invoice giving full details of the goods including quantity, value, etc.;</p> <p>(ii) Packing list;</p> <p>(iii) Certificate of country of origin;</p> <p>(iv) Manufacturer's guarantee and Inspection certificate;</p>

		<p>a) Inspection certificate issued by the Purchaser's Inspector, if any;</p> <p>b) Insurance Certificate, if required under the contract/ Purchase order;</p> <p>c) Name of the Vessel/Carrier;</p> <p>d) Bill of Lading/Airway Bill;</p> <p>(v) Port of Loading;</p> <p>a) Date of Shipment;</p> <p>b) Port of Discharge &amp; expected date of arrival of goods and</p> <p>c) Any other document(s) as and when required in terms of the contract/Purchase Order.</p> <p>Note: 1.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/ Purchase Order. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s)</p> <p>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/ demurrage/ additional expenses.</p> <p><b><u>For goods manufactured abroad but quoted in INR</u></b></p> <p>Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by Registered Post/courier and copies thereof by FAX/Email.</p> <p>(a) Two copies of supplier's Invoice giving full details of the goods including quantity, value,etc.;</p> <p>(b) Packing list;</p> <p>(c) Certificate of country of origin issued by supplier;</p> <p>(d) Manufacturer's guarantee and Inspection certificate;</p> <p>(e) Inspection certificate issued by the Purchaser's Inspector, if any;</p> <p>(f) Insurance Certificate, if required under the contract;</p> <p>(g) Name of the Vessel/Carrier;</p> <p>(h) Bill of Lading/Airway Bill;</p> <p>(i) Bill of entry</p> <p>(l) Any other document(s) as and when required in terms of the contract.</p>
8.	<a href="#">GCC 2.16.2</a>	In case of supplies from within India, the mode of transportation shall be by <i>Rail/Road</i> .
9.	<a href="#">GCC 2.17.1</a>	The <b>Insurance</b> shall be for an amount equal to <u>110%</u> of the CIF or CIP value of the contract from within “ <b>Source warehouse to warehouse (final destination)</b> ” on “all risk basis” including strikes, riots and civil commotion. Insurance cost from “ <b>Source warehouse to CMERI- Stores will be taken account at the time of evaluations.</b> ”
10.	<a href="#">GCC 2.18</a>	Loading and Unloading will be the responsibility of the supplier.
11.	<a href="#">GCC 2.19.1</a>	The incidental services as per INCOTERM quoted.
12.	<a href="#">GCC 2.21.3</a>	The period of validity of the Warranty shall be: MINIMUM STANDARD WARRANTY AT LEAST 12 MONTHS FROM THE DATE OF INSTALLATION/COMMISSIONING/ FINAL ACCEPTANCE BY THE USER.

13.	GCC 2.22.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><b><u>Commercial terms</u></b></p> <p><b><u>Payment for Goods supplied from abroad:</u></b></p> <p><b>(1) LETTER OF CREDIT OR OTHERWISE STATED IN THE PURCHASE ORDER</b></p> <p>Payment of foreign currency portion shall be made in <i>currency stated in the Contract/Purchase Order</i> in the following manner:</p> <p>(a) On Shipment and confirmation of the receipt of consignment in good condition: <u>EIGHTY PERCENT (80%)</u> of the Contract Price of the Goods shipped shall be paid through irrevocable usance letter of credit opened in favour of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 2.16 and receipt of the consignments in good condition at CSIR-CMERI stores.</p> <p>(b) On Acceptance: <u>TWENTY PERCENT (20%) percent</u> of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods and successful installation &amp; commissioning and upon submission of claim supported by the acceptance certificate and fulfilling the terms and conditions of the purchase order/agreement/LoI with supporting documents issued by the Purchaser after the verification of <u>Performance security of 3% Contract/Purchase order value</u> (if mentioned in contract/Purchase order).</p> <p>The L/C will be <u>confirmed at the suppliers cost</u>, 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. Any discrepancy charges by the banker will be payable by the beneficiary. If L/C 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. 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.</p> <p><b><u>OR</u></b></p> <p>(2) 100% by Wire Transfer within 30 days of fulfilment of all contractual obligations as per the Purchase Order except warranty and acceptance of the goods to the complete satisfaction by the User Division of CSIR-CMERI and after the verification of <u>Performance security of 3% Contract/Purchase order value</u> (if mentioned in contract/Purchase order). (For Online payment, please provide Bank details along with the Bill / Invoice).</p> <p><b><u>Payment for Goods and Services supplied from India:</u></b></p> <p>Payment for Goods and Services supplied from within India shall be made in Indian Rupees, as follows:</p> <p>100% payment shall be paid within 30 days after delivery, installation ,commissioning, final acceptance of user and fulfilling the terms and conditions of the purchase order with supporting documents issued by the</p>
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		Purchaser subject to submission of performance security <u>of 3% Contract/Purchase order value</u> (if mentioned in contract/Purchase order).
14.	<a href="#">GCC 2.27.1</a>	The penalty shall be @0.5% per week or part of a week towards late delivery and towards delay in installation and commissioning.
15.	<a href="#">GCC 2.27.1</a>	The maximum amount of penalty shall be 10%.
16.	<a href="#">ITB 1.17.1</a>	Bids shall remain valid for minimum of <b>180 days</b> after the date of bid opening prescribed by the Purchaser.
17.	<a href="#">GCC 2.34.1</a>	The place of jurisdiction is <b>Durgapur, West Bengal, India.</b>
18.	<a href="#">GCC 2.35.1</a>	<p><b>For notices, the Purchaser's address is</b>  <b>Kind Attention:</b>  Stores and Purchase Officer,  Location: CSIR-Central Mechanical Engineering Research Institute,  Mahatma Gandhi Avenue, Durgapur – 713209</p> <p>Electronic mail address: <a href="mailto:pur.cmeri@csir.res.in">pur.cmeri@csir.res.in</a>, <a href="mailto:anand.bharti@csir.res.in">anand.bharti@csir.res.in</a></p>
19.	<a href="#">GCC 2.43.1</a>	The integrity pact: Not Applicable
20.	<a href="#">GCC 2.43.2</a>	IEM name and details- Not Applicable
21.	<a href="#">ITB 1.31</a>	<b>Price Bid Evaluation-</b> Price Bids will be evaluated on the basis of total cost of the equipment, Standard warranty, transportation Charges, transit insurance charges, installation & commissioning etc.

### CHAPTER 3

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

#### SCHEDULE OF REQUIREMENT

Sl. No.	Brief Description of Goods & Services	Quantity	Physical Unit	Final destination/ Place	Delivery Schedule (to be filled by the bidder)	Time frame required for conducting installation, commissioning of the eqpt., acceptance test, etc. after the arrival of consignment (to be filled by the bidder)
1.						

Term of delivery:

**FOR/ DDP\*, CSIR- CMERI**



Period of delivery shall  
count from:

Date of issue of Purchase Order

Scope of Supply:

As per Chapter 4

Date : .....

Place : .....

**Signature of the Bidder**

**Notes for Bidders:**

- (1) The delivery schedule shall clearly indicate the time period within which the successful bidder must deliver the consignment in full from the date of 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.

#### **Chapter 4**

##### **(A) Specifications and allied Technical detail Form**

**Detailed Specification of the item:–**

##### **Underwater Thrusters with matching connectors**

#### **1. Underwater Thruster**

Quantity: **5 Nos.**

##### **Desired Specification:**

- Type: Axial Thruster (for AUV)
- Depth Rating: Not less than 600 m
- Operating Voltage (Nominal): 48VDC,
- Forward Thrust: Not less than 7 kgf
- Reverse Thrust: Not less than 5 kgf
- Control Signal Interface: Analog Voltage or Serial (RS-485/RS-232/USB)
- Weight (in air):  $\leq 4$  Kg (including drive, control electronics and Compensator)
- Dimension: Nozzle Dia  $\leq 200$ mm, Total Thruster length  $\leq 295$ mm
- Thruster Cable Length Should be  $\geq 4$  ft with one of the following:
  - (a) In case, one end of the cable is fixed with the thruster, other end must connect the bulk head.

- (b) In case, both end terminated cable, one end will be fitted with the thruster and other end with the bulk head connector.
- Every set should contain complete parts, associated drivers including speed-controllers, software and related accessories in all respect.
- Electrical Protection circuit or Card whenever required to connect multiple thruster in same vehicle (2 pieces) should be provided.

**2. The matching bulkhead connectors to be fitted upon the control box for connecting the thruster cable end, has to be supplied.**

Quantity: **5 Nos.**

- Thruster characteristics like i) Thrust-versus-speed Curves, ii) Thrust-versus-Input currentcurves, etc. should be provided along with the items.
- Test Certificates showing thruster characteristic and testing / experimental data are to beprovided along with the items.
- Hard Copy Manuals / CDs for thrusters are to be provided along with the items.
- Drawing of the thrusters including mounting details are to be provided along with the items.
- Prevention scheme of RF/EM Interference should be provided along with the items.

**Delivery:**

Delivery at CSIR-CMERI, Durgapur, India

Warranty: At least 12 months.

**B. Delivery Schedule**

The supplier will be responsible for delivery of the whole system (instruments) at **CSIR-CMERI, Mahatma Gandhi Avenue, Durgapur - 713209, West Bengal** on its own cost.

Schedule	Purchaser's time frame	Reference
Expected Delivery period including Installation & Commissioning and Training	Within 12 weeks	From the date of issue of purchase order

**C. Allied Technical Details-**

S.N.	Allied technical details	bidder's response
1.	Product catalogues/ user manual/ other informative material/ sketches/ drawings etc.	Enclosed (Yes/ No) (Ensure that it should be up to date and page numbered)
2.	Country of origin of the quoted item.	
3.	Banker's details	
6.	Details of service provider for after sales/complaints etc.	
7.	Details of accessories (if any)	
8.	List of non-consumables (if any)	
9.	List of consumables (if any)	
10.	Any other relevant detail	

## CHAPTER 5

### Price Schedule Forms

In case of submission of bids through offline mode, Bidder may fill in the Price Schedule form as per **Annexure 5Q**, as required. Submission of Bid in any other format will not be accepted.

Or

In case of Submission of E-bids through E-tenders - <https://etenders.gov.in/>, price bid should be uploaded as **BoQ.xls** and **PDF Price Schedule** per **Annexure 5Q**.

#### Important Note:

1. The BoQ price filling is mandatory on CPP Portal. The bidder will not have much fields for showing the price break up and other technical details in the BoQ. Therefore, the bidder is requested to give all the details (breakup) in a separate PDF as per Annexure 5Q as applicable.
1. If any price difference is found between BOQ and the PDF Price Schedule, PDF Price Schedule will prevail for price comparison purposes

## CHAPTER 6

### Qualification Requirements

**Eligibility Criteria: NIL.**

## 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

(b) Special Conditions of Contract

(c) General Conditions of Contract

(d) Technical Requirements (including Schedule of Requirements and Technical Specifications)

(e) The Supplier’s Bid and original Price Schedules

(f) The Purchaser’s Notification of Award

(g) [ *Add here any other document(s)* ]

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

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**  
**Standard Forms**

SL. No.	Name
1.	Bidder Information Form (to be enclosed with the technical bid) (Annexure-5C)
2.	Manufacturers' Authorization Form (to be enclosed with the technical bid) (Annexure-5D)
3.	Bid Securing Declaration Form (to be enclosed with the technical bid) (Annexure-5E)
4.	Performance Statement Form (to be enclosed with the technical bid) (Annexure-5F)
5.	Deviation Statement Form (to be enclosed with the technical bid) (Annexure-5G)
6.	Service Support Form (to be enclosed with the technical bid) (Annexure-5H)
7.	Bid Form (to be enclosed with the priced bid) (Annexure-5I)
8.	Performance Security Form (After the acceptance of Purchase order) (Annexure-5J)
9.	Acceptance Certificate Form (Annexure-5K)
10.	Integrity Pact (Annexure- 5L)
11.	Format for declaration by the Bidder for Code of Integrity & conflict of Interest. (to be enclosed with the technical bid) (Annexure-5M)
12.	Price Schedule form for goods being offered from India (Annexure-5Q1)
13.	Price Schedule form for goods manufactured Abroad but quoted in INR (to be enclosed with the price bid) (Annexure-5Q2)
14.	Format of Certificate of compliance to MoF, DOE Order No. 6/18/2019- PPD dated 23rd July, 2020 (to be enclosed with the technical bid, if required as per Clause 1.46 of ITB) (to be enclosed with the technical bid) (Annexure-5T)
15.	Format for Self - declaration by the Bidder for local content (%) (to be enclosed with the technical bid) (Annexure-5U)
16.	Contract Form (Annexure-5V)
17.	Quoted Rate Certificate (to be enclosed with the price bid) (Annexure-5W)
18.	Acceptance Certificate (Annexure-5X)
19.	Checklist (Annexure-5Y)

**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.	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>
07.	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.

**MANUFACTURERS' AUTHORIZATION FORM**

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

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

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

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

**WHEREAS**

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

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

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

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

Title: *[insert title]*

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*



**Bid-Securing Declaration Form**

Date: \_\_\_\_\_

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

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

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

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

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

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

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

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Corporate Seal (where appropriate)

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

**PERFORMANCE STATEMENT FORM**

(For a period of last 3 years)

Name of the Firm.....

Order Placed by (full address of Purchaser)	Order No. and date	Description and quantity of ordered equipment	Value of order	Date of completion of delivery as per Contract	Date of actual completion of delivery	Remarks indicating reasons for late delivery, if any	Has the equipment been installed satisfactorily? (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 :

**DEVIATION STATEMENT FORM**

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

**Signature of Bidder**

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

Place:

Date:

**NOTE:**

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

**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

Place:

Date:

**Bid Form**

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

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

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

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

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda]*;
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services *[insert a brief description of the Goods and Related Services]*;
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies]*;

(d)

**Discounts:** If our bid is accepted, the following discounts shall apply. *[Specify in detail each discount offered and the specific item of the*

- (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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(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]*

**PERFORMANCE SECURITY FORM****MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY**

To,

.....

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

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

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

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

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

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

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

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

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

**Note:**

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.

**ACCEPTANCE CERTIFICATE FORM**

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

Dated: \_\_\_\_\_

M/s.

\_\_\_\_\_  
\_\_\_\_\_

Sub:

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

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

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

Sl. No.	Description	Amount to be recovered

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

or

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

- (a).....  
 (b) .....  
 (c).....  
 (d).....

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

For Supplier

Signature .....

Name .....

Designation

Name of the firm.....

Date .....



## INTEGRITY PACT

Between

Council of Scientific & Industrial Research (CSIR) a Society registered under the Indian Societies Act 1860 represented by \_\_\_\_\_

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

Preamble

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

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

Section 1 – Commitments of the Principal

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

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

- (1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - (a) The Bidder(s)/Contractor(s) will not, directly or through any other Person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - (b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, Certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is annexed and marked as Annexure.

- (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (3) The person signing IP shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.

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

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

#### Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

#### Section 5 – Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 3 Years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings.”

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

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all Subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

#### Section 8 - Independent External Monitors

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the JS (A), CSIR.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) /

Subcontractor(s) with confidentiality.

- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notice, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the JS(A), CSIR within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on the CSIR.
- (8) If the Monitor has reported to the JS(A), CSIR, a substantiated suspicion of an offence under relevant IPC/PC Act, and the JS(A), CSIR has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

#### Section 9 – Pact Duration

This Pact begins when both parties have legally 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)  
(Office Seal)

\_\_\_\_\_  
(For & On behalf of Bidder/Contractor)  
(Office Seal)

Place.....

Place.....

Date.....

Date.....

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

Witness 2: (Name &Address):\_\_\_\_\_

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

**(On the Letter Head of the Bidder)**

Tender Ref. No: \_\_\_\_\_

Date \_\_\_\_\_

To,  
The Director,  
CSIR - Central Mechanical Engineering Research Institute,  
Mahatma Gandhi Avenue,  
Durgapur - 713209, West Bengal, INDIA

Sir,

With reference to your Tender No. \_\_\_\_\_ dated \_\_\_\_\_ I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned under Para 1.3 of ITB of your tender document and have no conflict of interest.

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

- a
- b
- c

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

Yours sincerely,

Signature  
(Name of the Authorized Signatory)  
Company Seal

**1. PRICE SCHEDULE FORM FOR GOODS BEING OFFERED FROM INDIA**

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

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

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Sl. No.	Item Description With HSN code, Part Number, Make & Model	Country of origin	Unit	Quantity	Unit Basic Rate Ex-Works, Ex-war ehouse, Ex-show room off the shelf price (Without GST)	Total price Ex-Works, Ex-war ehouse, Ex-show room off the shelf price (Without GST)	Packing & forwarding to destination, If any (Without GST)	Charges for inland transportation, insurance up to Lab. / Instt. by <b>air/road/rail (retail only)</b> (Without GST)	Installation, Commissioning and training charges, if any (Without GST)	Total Price/ FOR (CM ERI Stores) (Without GST)	Additional Warranty	Annual Maintenance Charge s	GST & other taxes payable, if contract is awarded	Total Price (With GST)

Total Bid price in Indian  
currency\_\_\_\_\_

**Note:**

- (a) The cost of optional items, if any shall be indicated separately  
(b) Cost of Spares, if any

Signature of Bidder

Name

Business Address

**2. PRICE SCHEDULE FOR GOODS BEING OFFERED FROM ABROAD**

Name of the bidder \_\_\_\_\_

NIT Reference No. \_\_\_\_\_

File Reference No. \_\_\_\_\_

Sl. No.	Description/ Part No./ Make Model	Quantity	Unit Price (in foreign currency)	Total Amount (in foreign currency)
1.				
2.				
3.....				
<b>Ex-Works Price-</b>				
<b>Packing, loading and inland freight</b>				
<b>*FCA (at port)</b>				
<b>Terminal charges, loading on vassal</b>				
<b>**FOB (name of port)</b>				
<b>Air freight &amp; insurance up to destination port</b>				
<b>CIF</b>				
<b>Carrier charges &amp; insurance up to final destination</b>				
<b>CIP</b>				
<b>Concessional Custom Duty (Against DSIR Certificate)</b>				
<b>IGST rate</b>				
<b>Duties/taxes/ clearance charges</b>				
<b>Transportation charges up to CSIR- CMERI Stores</b>				
<b>Chargeable weight/Gross weight of consignment</b>				
<b>Indian agency Commission (%)</b>				
<b>Installation &amp; Commissioning charges</b>				
<b>Additional Warranty Charges</b>				
<b>Comprehensive Annual Maintenance Charges (provide year-wise breakup)</b>				

**\* & \*\* Mandatory requirement**

Total Online bid price \_\_\_\_\_

In words \_\_\_\_\_

**Note:**

Total Online bid price in foreign currency \_\_\_\_\_

(a) Indian agents name &amp; address \_\_\_\_\_ in words.

(b) Installation, commissioning &amp; training charges, if any \_\_\_\_\_

(c) Cost of Spares \_\_\_\_\_

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

**(e) Banker's details such as-** Name of account holder, Account Number, Name of Bank, Branch code, RTGS code, NEFT code, SWIFT code, MICR Code etc.

**(f) The Price schedule of optional items shall be indicated in a separate sheet in the same Performa.**

Signature of bidder

Name

Business Address \_\_\_\_\_

**Certificate of compliance to MoF, DOE Order No. 6/18/2019-PPD dated 23<sup>rd</sup> July, 2020**

(Refer to ITB Clause 1.46)

**CERTIFICATE**

With reference to CSIR-CMERI tender Enquiry bearing no. \_\_\_\_\_

Dated \_\_\_\_\_ it is certified that:

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

(I) Country of Origin of the Offered item \_\_\_\_\_.

(II) Manufacturer of the offered Item \_\_\_\_\_.

(III) Complete Address of the manufacturer of the offered item \_\_\_\_\_.

If the Country of Origin of the offered item pertained to such Country which shares the Land Border with India will not be accepted.

For and behalf of M/s \_\_\_\_\_  
[Seal of the firm]

Place: \_\_\_\_\_

Date: \_\_\_\_\_

**Annexure-5U**

**Format for Self - declaration by the Bidder for local content (%)**



**[For the tenders below Rupees 10 crores]  
(on letter head)**

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

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 2017 dt. 15<sup>th</sup> June, 2017, its revision dated 04<sup>th</sup> June, 2020 and its subsequent amendments.

That the information furnished hereinafter is correct to the best 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 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 or the purpose of assessing the local content, action will be taken against me as per Order No. P-45021/2/2017/-E.E.-II dated 15.06.2017, its revision dated 04<sup>th</sup> June, 2020 and its subsequent amendments.

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

1.	Name and details of the Domestic Manufacturer ( Registered Office, Manufacturing Unit location, nature of legal entity, Place of value addition)	
2.	Date of which this certificate is issued	
3.	R&D Equipment for which the certificate is produced	
4.	Procuring entity to whom the certificate is furnished	
5.(a)	Percentage of local content claimed	
5.(b)	The basis of percentage of local content claimed (i.e. name of the goods which are manufactured in Indian and added in the system)	
6.	Name and contact details of the unit of the manufacturer	

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

I am aware that

1. As per OM no. No. P-45021/102/2019-PP(BE-II) (E-29930) Dated 26.11.2020, Ministry of Commerce and Industry, Government of India, that bidders offering imported products will fall under the category of Non-local suppliers. Further, Ministry of Finance, Department of Expenditure vide its note dated 26.11.2020 have clarified that suppliers/ bidders cannot claim themselves as Class-I local supplier/class-II local supplier by claiming profit, warehousing, marketing, logistics, freight, etc. as local value addition.

2. As per MOF, DOE OM NO. P-45021/102/2019-BE-II-Part (1) (E-50310) dated 04.03.2021 have clarified that suppliers/ bidders cannot claim themselves as Class-I local supplier/class-II local supplier by claiming the services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/ CMC, etc. as local value addition.

I/WE CERTIFY THAT ALL INFORMATION FURNISHED BY THE OUR FIRM IS TRUE & CORRECT AND IN THE EVENT THAT THE INFORMATION IS FOUND TO BE A FALSE DECLARATION IT WILL BE A BREACH OF THE CODE OF INTEGRITY UNDER RULE 175(1)(i)(h) OF THE GENERAL FINANCIAL RULES AS PER WHICH A BIDDER OR ITS SUCCESSORS CAN BE DEBARRED FOR UP TO TWO YEARS AS PER RULE 151(iii) OF THE GENERAL FINANCIL RULES ALONG WITH SUCH OTHER ACTIONS AS MAY BE PERMISSIBLE UNDER LAW.

For and on behalf of

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

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

**Quoted Rate Certificate**

(On the Letter Head of the Bidder)

Tender Ref.No:\_\_\_\_\_

Date\_\_\_\_\_

Bid ref. No.\_\_\_\_\_ Date

\_\_\_\_\_

To,

\_\_\_\_\_

\_\_\_\_\_

(Name & address of the Purchaser

Sir,

With reference to your Tender Ref.No.\_\_\_\_\_dated \_\_\_\_\_

I/We hereby declare the *“the rates quoted by us (Name of the firm) are the same and not higher than those quoted with other CSIR Labs/Instt, Government, public sector or private organizations”*.

Yours sincerely

Signature .....

Name.....

Designation.....

Name of the firm.....

Date.....

(SEAL AND STAMP)

**Acceptance certificate form**  
**(Applicable only to the successful bidder)**

(To be filled: when the equipment is installed at Purchaser's site in the presence of supplier's representatives)

No.

M/s \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sub: Certificate of commissioning of equipment (Computer/Server, etc.)

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

The same has been installed and commissioned.

- (a) Contract No. \_\_\_\_\_ Date \_\_\_\_\_  
(b) Description of the equipment \_\_\_\_\_  
(c) Name of the consignee \_\_\_\_\_  
(d) Scheduled date of delivery of the consignment to the Lab./ Instts. \_\_\_\_\_  
(e) Actual date of receipt of consignment by the Lab./ Instts. \_\_\_\_\_  
(f) Scheduled date for completion of installation/commissioning \_\_\_\_\_  
(g) Actual date of completion of installation/commissioning \_\_\_\_\_  
(h) Penalty for late delivery (at Lab./ Instts. level)Rs. \_\_\_\_\_  
(i) Penalty for late installation (at Lab./ Instts. level Rs. \_\_\_\_\_

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

Sl. No.

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

or

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

- (a).....  
(b) .....  
(c).....  
(d).....

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

For Supplier

Signature.....

Name.....

Designation.....

Name of the firm.....  
Date.....

**Checklist**

**Annexure-5Y**

SL No	Details/documents	Submitted /Accepted (Yes/No)	Remarks
1.	<u>MAKE &amp; MODEL OF THE QUOTED ITEMS</u>		
2.	Catalogue of the quoted model		
3.	Standard Warranty: At least 12 months		
4.	The whole system including all supplied items (materials excluding consumables) and workmanship will be under <b>(At least 12 Months) Warranty</b> , If any part gets defective during the Standard Warranty the same must be replaced free of cost.		
5.	<b>The performance certificate</b> should be provided with tendered documents. It should preferably be during the last <b>5 years</b> from the date of tender opening against orders of Central or State Government Institutions/ Organizations / PSUs (within India).		
6.	Manufacturer Authorization Form/OEM declaration (as per <b>Annexure-5D</b> ) for the items mentioned in description of items.		
7.	Validity of Bid ( <b>180 days</b> )		
8.	IT Return Copy/Acknowledgement copy		
9.	Deviation Statement (as per <b>Annexure-5H</b> )		
10.	Allied Technical details		
11.	Price Schedule (Price Bid) (as per <b>Annexure-5Q</b> )		
12.	Insurance of the quoted item to be done by the supplier		
13.	Delivery period of the item from the date of issue of purchase order		
14.	Bidder Information Form (as per <b>Annexure-5C</b> )		
15.	Bid Securing Declaration Form (as per <b>Annexure-5E</b> )		
16.	Bid Form (as per <b>Annexure-5I</b> )		
17.	Performance Statement Form (as per <b>Annexure-5F</b> )		
18.	Service Support Form(as per <b>Annexure-5H</b> )		
19.	Performance Security Deposit/PBG (@3% of the purchase order value) needs to submit within <b>21 days</b> from the date of issue of Purchase order and it should remain valid for a period of <b>60 (sixty) days</b> beyond the date of completion of all contractual obligations of the supplier, including warranty obligations (Standard Warranty) (as per <b>Annexure-5J</b> ).		
20.	Acceptance Certificate Form (as per <b>Annexure-5K</b> )		
21.	Declaration for Code of Integrity & Conflict of Interest (as per <b>Annexure-5M</b> ).		
22.	Payment terms		
23.	Country of Origin of the quoted items		
24.	Year and Month of Manufacture of the quoted items		
25.	Land Border Certificate (As per <b>Annexure-5T</b> )		
26.	Local Content Certificate (As per <b>Annexure-5U</b> ) <b>Note:</b> In case of Open Tender, since the bidder being Class-I/Class-II Local supplier is one of the eligibility criteria for bidding Local Content Certificate MUST be submit.		
27.	Rate Quoted Certificate (As per <b>Annexure-5W</b> )		
28.	Contract Form (as per <b>Chapter 7</b> )		
29.	Unconditional Acceptance of GCC as mentioned in NIT/CMERI Website.		

Signature .....

Name.....

Designation.....

Name of the firm.....

Date.....