



सि.एस.आई.आर - सेन्ट्रल मेकानिकल इंजिनियरिंग रिसर्च इनस्टीट्यूट,

बिज्ञान ओ प्रयुक्ति मन्त्रालय, भारत सरकार

सी.एस.आई.आर - केंद्रीय यांत्रिक अभियांत्रिकी अनुसंधान संस्थान,

CSIR - Central Mechanical Engineering Research Institute,

Mahatma Gandhi Avenue,

Durgapur - 713209, West Bengal, INDIA

E-mail: [pur@cmeri.res.in](mailto:pur@cmeri.res.in), [a.bharti@cmeri.res.in](mailto:a.bharti@cmeri.res.in) :

वेबसाइट / website: - [www.cmeri.res.in](http://www.cmeri.res.in)

GSTIN: **19AAATC2716R2ZB**

**TENDER NO : PUR/456/AMRG/RM/G/2023-24**

**Date: 06/10/2024**

**TENDER DOCUMENT (NIT) FOR PROCUREMENT OF**

**LASER DIFFRACTION BASED PARTICLE SIZE ANALYZER**

**Kindly Note:**

1. As per DPIIT Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, only 'Class-I Local Suppliers' and 'Class-II Local Suppliers' are eligible to submit their bids for this tender. Quotation of Non-Local Supplier's will not be entertained.
2. Only those documents/ forms which are relevant to this tender and which have been called for should be submitted. (Not more than 15-20 Pages)
3. Bidders are requested to submit technical catalogue of relevant pages ONLY for the equipment/model they are quoting.
4. Kindly do not submit our NIT (duly signed and sealed), instead you can convey your acceptance of NIT terms and conditions in to on your letter head as a self declaration.

Kindly cooperate with us in saving the environment by reducing the requirement of printing.

## INVITATION FOR BIDS / NIT

The Director, **CSIR-CMERI, Mahatma Gandhi Avenue, Durgapur - 713209, West Bengal.**, invites **E-bids** from manufacturers, their authorized distributors and Indian Agent of Foreign principals, if any, for purchase of items listed below:

| Sl. No. | Tender No.                      | Description of items  | Quantity   | Single / Two bid   | Bid Securing Declaration  |
|---------|---------------------------------|---|--|--|---|
| 1       | <b>PUR456/AMRG/RM/G/2023-24</b> | <b>Laser Diffraction Baser Particle Size Analyzer</b> (Detailed Specification is available at Chapter-4). | As mentioned in detailed specification. (Chapter -4) | <b>Single Stage – Two Envelopes [Techno-Commercial Bid and Priced Bid]</b> | All bidders irrespective of belonging to any Category (viz. MSME/Non-MSME etc.) are mandatorily required to submit, “Bid Securing Declaration” as per format enclosed. In case a bidder does not submit the aforesaid declaration, the bid shall be considered as non-responsive. |

02. Interested Bidders may obtain further information from the office of the **Stores & Purchase Officer, CSIR-CMERI, Mahatma Gandhi Avenue, Durgapur - 713209, West Bengal.**

03. Each complete set of bidding document may be downloaded directly from the CSIR- CMERI website ([www.cmeri.res.in](http://www.cmeri.res.in)) free of cost and printed. No Hard copy of the Tender Documents will be sold or issued by the office.

The e-bids must be submitted through the CPPP – <https://etenders.gov.in/eprocure/app> as per the critical dates mentioned. Bidders should also possess a valid Digital Signature Certificate (DSC) for online submission of bids. Bids received on e-tendering portal only will be considered. Bids in any other form sent through sealed cover/email/post/fax etc. will be rejected. will not be responsible for any delay in enrolment / registration as bidder or submitting /uploading the offer on e-tender portal. Hence, bidders are advised to register in e-tendering website URL– <https://etenders.gov.in/eprocure/app> and enrol their Digital Signature Certificate and upload their quotation well in advance.

Any change/corrigendum/extension of opening date in respect of this tender shall be issued through websites only. Bidders are therefore requested to regularly visit our website for updates.

04. ~~**A Pre-bid Conference will be held on the date and time as indicated in Critical Date Sheet at CSIR-CMERI. All prospective bidders are requested to kindly submit their queries, if any to the address indicated above so as to reach the Stores & Purchase Officer latest by the date and time as indicated in Critical Date Sheet.**~~

05. ~~All bids must be accompanied with a bid security as specified above and \_\_\_\_\_ must be delivered to the above office at the date and time indicated above. Bids will be opened in the presence of Bidders' authorized 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.~~

~~Or~~

06. **Eligibility of Bidders-**

(i.) In pursuance of Department of Expenditure, MoF order No. 12/17/2019-PPD dated 15.05.2020, Bids are invited in INR (Indian Rupee) only.

(ii.) As per DPIIT Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, only 'Class-I Local Suppliers' and 'Class-II Local Suppliers' are eligible to submit their bids for this tender.

The definitions and the relevant terms of purchase preference policy in respect of Make in India is available in Clause 1.32 titled “Evaluation and comparison of bids” of Chapter- 1 (Instructions to Bidders) of this document.

(iii.) Any bidder from a country which shares a land border with India will be eligible to bid for this tender only if the bidder is registered with the competent authority and fulfills all the eligibility criteria as per Department of Expenditure, MoF order No. 6/18/2019-PPD dated 23.07.2020.

The definitions and the relevant terms of Department of Expenditure, MoF order No. 6/18/2019-PPD dated 23.07.2020 is available in Clause 1.46 of Chapter- 1 (Instructions to Bidders) of this document.

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

## INDEX

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

## CRITICAL DATE SHEET

| Sl. No. | Stage   | Date       | Time       |
|---------|---|------------|------------|
| 1       | Publish Date & Time   | 08/10/2024 | 15:00 hrs. |
| 2       | Document Download Start Date & Time                               | 08/10/2024 | 15:00 hrs. |
| 3       | Seek Clarification Start Date                                     | 08/10/2024 | 15:00 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                                  | 08/10/2024 | 15:00 hrs. |
| 7       | Bid Submission End Date & Time                                    | 29/10/2024 | 15:30 hrs. |
| 8       | Seek Clarification End Date & Time                                | 23/10/2024 | 15:00 hrs. |
| 9       | Document Download / Sale End Date & Time                          | 29/10/2024 | 15:00 hrs. |
| 10      | Bid Opening Date & Time (XX)                                      | 30/10/2024 | 15:00 hrs. |

## TENTATIVE TIME SCHEDULE OF PROCUREMENT PLANNING

| Sl. No | Stage  | Tentative Time Frame (in days) |
|--------|--|--------------------------------|
| 1.     | Date of Bid Opening                              | <b>XX</b>                      |
| 2.     | Date of Completion of Technical Bid Evaluation   | XX + 50                        |
| 3.     | Date of communication of Rejection of Bids       | XX + 65                        |
| 4.     | Date of Receipt of context, if any, from Bidders | XX + 70                        |
| 5.     | Opening of Financial Bid                         | XX + 80                        |
| 6.     | Notification of Award                            | XX + 90                        |

## Chapter-1

### INSTRUCTIONS TO BIDDERS (ITB)

#### Table of Contents

| <u>Sl. No.</u> | <u>Contents</u>   |
|----------------|---|
| <b>A.</b>      | <b><u>Introduction</u></b>  |
| 1.1            | Eligible Bidders  |
| 1.2            | Cost of Bidding   |
| 1.3            | Code of Integrity for Public Procurement                                      |
| <b>B.</b>      | <b><u>The Bidding Documents</u></b>   |
| 1.4            | Cost of tender Documents  |
| 1.5            | Content of tender Documents   |
| 1.6            | Clarification of tender documents   |
| 1.7            | Amendment of tender Documents   |
| <b>C.</b>      | <b><u>Preparation of Bids</u></b>   |
| 1.8            | Language of Bid   |
| 1.9            | Purchase Preference Policies  |
| 1.10           | Documents Comprising the Bid  |
| 1.11           | Bid form and price schedule   |
| 1.12           | Bid Prices  |
| 1.13           | Bid Currencies  |
| 1.14           | Documents Establishing Bidder's Eligibility and Qualifications                |
| 1.15           | Documents Establishing Goods' Eligibility And Conformity to Bidding Documents |
| 1.16           | Bid Security  |
| 1.17           | Period of Validity of Bids  |
| 1.18           | Format and Signing of Bid   |
| <b>D.</b>      | <b><u>Submission and Sealing Bids</u></b>                                     |
| 1.19           | Submission of Bids on e-tenders portal  |
| 1.20           | Deadline for Submission of Bids   |
| 1.21           | Late Bids   |
| 1.22           | Withdrawal, substitution and Modification of Bids                             |
| <b>E.</b>      | <b><u>Opening and Evaluation of Bids</u></b>                                  |
| 1.23           | Opening of Bids by the Purchaser  |
| 1.24           | Confidentiality   |
| 1.25           | Clarification of Bids   |
| 1.26           | Preliminary Examination   |
| 1.27           | Bidders right to question rejection   |
| 1.28           | Responsiveness of Bids  |
| 1.29           | Non-Conformity, Error and Omission  |
| 1.30           | Examination of Terms & Conditions, Technical Evaluation                       |
| 1.31           | Conversion to Single Currency   |
| 1.32           | Evaluation and Comparison of bids   |
| 1.33           | Contacting the Purchaser  |
| 1.34           | Post qualification  |

|           |  |
|-----------|--|
| <b>F.</b> | <b><u>Award of Contract</u></b>  |
| 1.35      | Negotiations   |
| 1.36      | Award Criteria   |
| 1.37      | Purchaser's right to vary Quantities at Time of Award  |
| 1.38      | Option Clause  |
| 1.39      | Purchaser's right to accept any Bid and to reject any or all Bids                            |
| 1.40      | Notification of Award  |
| 1.41      | Signing of Contract  |
| 1.42      | Order Acceptance   |
| 1.43      | Performance Security   |
| 1.44      | Pre-bid Conference   |
| 1.45      | Integrity Pact   |
| 1.46      | Restrictions on procurement from a bidder of a country which shares a land border with India |

## A Introduction

### **1.1. Eligible Bidders**

#### 1.1.1

This Invitation for Bids is open to all suppliers subject to Chapter 06 of the invitation for bids/NIT.

#### 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 shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.

#### 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 Bidding**

### 1.2.1

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

## **1.3 Code of Integrity 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; and
- vi) **“Obstructive practice”**: materially impede the purchaser’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators

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

### 1.3.3

#### **Obligations for Proactive disclosures**

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

### 1.3.4 **Punitive Provisions**

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

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

## **B. The Bidding Documents**

### **1.4 Cost of Tender Documents**

- 1.4.1 The bidding documents can be downloaded from 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 Tender Documents**

### **1.5.1**

The goods required, bidding procedures and contract terms are prescribed in the bidding documents which should be read in conjunction. The bidding documents, apart from the invitation for bids and Critical Date Sheet have been divided into 7 Chapters as under:

- Chapter 1: Instructions to Bidder (ITB)  
Chapter 2: General Conditions of Contract (GCC) and Special Condition of Contract (SCC)  
Chapter 3: Schedule of Requirements  
Chapter 4: Specifications and Allied Technical Details  
Chapter 5: Price Schedule Forms  
Chapter 6: Qualification requirements  
Chapter 7: 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-5F)
  - (4) Performance Statement Form (to be enclosed with the technical bid) (Annexure-5G)
  - (5) Deviation Statement Form (to be enclosed with the technical bid) (Annexure-5H)
  - (6) Service Support Form (to be enclosed with the technical bid) (Annexure-5I)
  - (7) Bid Form (to be enclosed with the priced bid) (Annexure-5J)
  - (8) Performance Security Form (After the acceptance of Purchase order) (Annexure-5K)
  - (9) Acceptance Certificate Form (Annexure-5L)
  - (10) Format for declaration by the Bidder for Code of Integrity & conflict of Interest. (to be enclosed with the technical bid) (Annexure-5O)
  - (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) Bank Guarantee form for advance payment (Annexure-5S)
  - (13) 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)
  - (14) Format for Self - declaration by the Bidder for local content (%) (to be enclosed with the technical bid) (Annexure-5U)
  - (15) Contract Form (Annexure-5V)
  - (16) Quoted Rate Certificate (to be enclosed with the price bid) (Annexure-5W)
  - (17) Checklist (Annexure-5X)

### **1.5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding**

**documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.**

## **1.6 Clarification of tender documents**

### 1.6.1

A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing 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 Tender Documents**

### 1.7.1

At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender documents by amendment. The same would also be hosted on the website of the Purchaser and all prospective bidders are expected to surf the website before submitting their bids to take cognizance of the amendments. However, the copies of the amendments would be sent by registered post/speed post/courier/e-mail to all the bidders who have purchased the tender documents.

### 1.7.2

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

## **C. PREPARATION OF BIDS**

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

#### 1.8.1

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

#### 1.8.2

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

### **1.9 Purchase Preference Policies**

#### 1.9.1

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

environmental concerns along with preferential market access in govt. procurements.

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) dated 16.09.2020 to provide purchase preference to Class-I Local Suppliers as defined and directed by the order.**

#### 1.10.1 **Documents comprising the 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 ₹ 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content to avail the benefits under the make in India policy, if applicable.
- (n) Documentary evidence about the status of the bidder i.e. whether MSE or not, owned by SC/ST or not and whether the MSE is owned by a women entrepreneur or not.

##### **B Price bid**

- (i) Bid form;
- (ii) Applicable Price Schedule Form;
- (iii) BOQ

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

### 1.11.1

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

## 1.12. **Bid Prices**

### 1.12.1

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

### 1.12.2

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

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

- (i) The price of the goods quoted Ex-works including taxes already paid.
- (ii) GST and other taxes, if any which will be payable on the goods if the contract is awarded.
- (iii) The charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination as specified in the price schedule form.
- (iv) Wherever applicable, the cost towards the installation, commissioning, spares, extended warranty, AMC/CAMC, site preparation and training including any incidental services, if any.

#### **(b) For Goods manufactured abroad but quoted in INR.**

The goods quoted may be of foreign origin but should be quoted in INR subject to fulfilment of Class I and Class II Local Suppliers' eligibility Criteria as per DPIIT order No. P-45021/2/2017-PP(BE-II) Dated 16/09/2020. Please NOTE that such Quote should include all charges including Customs Duty and should be quoted only on Door Delivery basis.

The claim of being Class I or Class II Local Supplier must be supported by Local Content Certificate as per the prescribed format issued by 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.

While declaring the percentage of Local Content following must be noted:

- (i) 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.
- (ii) As per MOF, DOE OM No. P-45021/102/2019-BE-II-Part (1) E050310) 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, Insurance, Installation, commissioning, training and after sales service support like

AMC/CAMC, etc. as local value addition.

1.12.3

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

1.12.4

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

1.12.5

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

1.12.6

~~The Purchaser is registered with Dept. of Scientific & Industrial Research, Govt. of India and concessional customs duty and GST & IGST are leviable vide notification No. 54/2002 Customs on all imports covered under Notification No.51/96 Customs dated 23.07.1996, Notification No.47/2017 Integrated Tax (Rate) and Notification No. 45/2017 Central Tax (Rate) both dated 14<sup>th</sup> November, 2017~~

1.12.7

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

1.12.8

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

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

1.12.9

**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 only. Quotes in other currencies would be rejected.

**1.14. Documents Establishing Bidder's Eligibility and qualifications**

1.14.1

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

1.14.2

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

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

1.14.3

**Conditional tenders shall not be accepted.**

### **1.15 Documents Establishing Goods' Eligibility and Conformity to Bidding Documents**

1.15.1

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

1.15.2

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

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

1.15.3

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

1.15.4

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

**1.16. Bid Security**

1.16.1

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

1.16.2

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

1.16.3

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

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

1.16.4

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

1.16.5

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

1.16.6

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

1.16.7

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

1.16.8

Bidders that are currently registered with the purchaser or registered as MSEs will continue to remain registered during the tender validity period also and are exempted from payment of EMD. 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

#### 1.16.9

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

#### 1.16.10

The bid security may be forfeited:

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

#### 1.16.11

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

### 1.17. Period of Validity of Bids

#### 1.17.1

Bids shall remain valid for minimum of **180 days** after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

#### 1.17.2

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

#### 1.17.3

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

### 1.18. Format and Signing of Bid

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

#### **D. Submission and sealing of Bids**

##### **1.19. Submission of Bids on e-tenders**

- 1.19.1 The Bidders may submit their duly signed, and stamped bids on e-tenders portal (etenders.gov.in) ONLY. No bids / copies of bids should be submitted by post/ courier/ FAX/ e-mail in any case.
- 1.19.2 In case of 2 Bid tenders, there will be a minimum of 2 envelops – (i) Technical Bid, (ii) Financial Bid. The Technical and Financial Bids must be submitted in the respective envelops/ covers only.
- 1.19.3 In case of 1- Bid tenders there will be one envelope, viz. Techno-commercial (Technical – cum-commercial) Bid in which technical bid as well as a duly filled Price Schedule (as per format available in this tender document) may be submitted. The Price Schedule (cost breakup of the components and the net price) must match with the BOQ (Excel Sheet Price schedule on e-tenders). In case of mismatch between BOQ price and price schedule, the price schedule submitted in Techno-Commercial bid will be considered valid.
- 1.19.4 Firms submitting Technical and Price bids in the Techno Commercial Bid envelope against the requirement of two-bid system would be considered for further evaluation at the risk & responsibility of the bidder.

##### **1.20. Deadline for Submission of Bids**

- 1.20.1 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.

1.20.2

The Purchaser is not bound to consider any technical difficulty faced by the bidder as a reason to extend the Last date of Bid submission.

**1.21. Late Bids**

1.21.1

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

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

1.22.1

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 Bids**

**1.23 Opening of Bids by the Purchaser**

1.23.1

All e- Bids would be opened online ONLY on or after the Bid Opening Date (and Time).

**1.24. Confidentiality**

1.24.1

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

1.24.2

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

**1.25. Clarification of Bids**

1.25.1

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

**1.26. Preliminary Examination**

1.26.1

The Purchaser shall examine the bids to confirm that all documents and technical documentation requested

1.26.2 in ITB Clause 1.10 have been provided, and to determine the completeness of each document submitted.

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

(a) Bid Form and Price Schedule, in accordance with ITB Clause 1.10;

(b) All the tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the tender enquiry document. The tenders, who do not meet the basic requirements, are to be treated as unresponsive and ignored. The following are some of the important points, for which a tender may be declared as unresponsive and to be ignored, during the initial scrutiny:

- (i) The Bidder is not eligible.
- (ii) The Bid validity is shorter than the required period.
- (iii) The Bidder has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer.
- (iv) Bidder has not agreed to give the required performance security or has not furnished the bid security.
- (v) The goods quoted are sub-standard, not meeting the required specification, etc.
- (vi) Against the schedule of Requirement (incorporated in the tender enquiry), the bidder has not quoted for the entire requirement as specified in that schedule.
- (vii) The bidder has not agreed to some essential condition(s) incorporated in the tender enquiry.
- (viii) Integrity Pact not signed and submitted with the technical bid, if applicable as per SCC.

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

### 1.27.1

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

- i) Only a bidder who has participated in the concerned procurement process i.e. pre-qualification, bidder registration or bidding, as the case may be, can make such representation;
- ii) In case pre-qualification bid has been evaluated before the bidding of Technical bids, an application for review in relation to the technical bid may be filed only by a bidder who has qualified in pre-qualification bid;
- iii) In case technical bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be acceptable.
- iv) Following decisions of the purchaser in accordance with the provision of internal guidelines shall not be subject to review:
  - a) Determination of the need for procurement;
  - b) Selection of the mode of procurement or bidding system;
  - c) Choice of selection procedure;
  - d) Provisions limiting participation of bidders in the procurement process;
  - e) The decision to enter into negotiations with the L1 bidder;

- f) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
- g) Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/contractor; and
- h) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

#### 1.27.2

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

### 1.28 **Responsiveness of Bids**

#### 1.28.1

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

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

#### 1.28.2

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

#### 1.28.3

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

#### 1.28.4

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

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

#### 1.29.1

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

#### 1.29.2

Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the

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

#### 1.29.3

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

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

#### 1.29.4

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

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

#### 1.30.1

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

#### 1.30.2

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

#### 1.30.3

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

### **1.31 Conversion to Single Currency**

#### 1.31.1

All bids must be quoted only in Indian Rupee (INR) . Bids in any other currency will be rejected.

### **1.32 Evaluation and comparison of bids**

#### 1.32.1

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

1.32.2

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

1.32.3

**Purchase preference shall be given 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) dated 16.09.2020) :**

**(a) Definitions:**

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

*Please Note that Profit, warehousing, marketing, logistics, freight, Transportation, Insurance, Installation & Commissioning, training and after sales services like AMC/CAMC, etc. cannot be considered as local value addition. [as per clarification received from DPIIT on File No. P-45021/102/2019-PP(BE-II) (E-29930) dated 26.11.2020 and OM on File No.P-45021/102/2019-PP(BE-II) (E-50310) dated 04.03.2021.*

*'Class- I Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%*

*'Class- II Local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 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 or equal to 20%, as defined under above mentioned order.

**'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-1 local supplier" may be above the L1 for the purpose of purchase preference. Margin of Purchase preference would be **20%** for this tender.

**'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:**

**(I)** Purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring

entities in the manner specified here under.

- (II) In the procurements of goods or works, which are divisible in nature, the 'Class-1 local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
- (i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-1 local supplier', the contract for full quantity will be awarded to L1.
  - (ii) If L1 bid is not a 'Class-1 local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-1 local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the 'Class-1 local supplier's' quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-1 local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-1 local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-1 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-1 local suppliers', then such balance quantity may also be ordered on the L1 bidder.
- (III) In the procurements of goods or works, which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-1 local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
- (i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-1 local supplier', the contract will be awarded to L1.
  - (ii) If L1 is not 'Class-1 local supplier', the lowest bidder among the 'Class-1 local supplier', will be invited to match the L1 price subject to 'Class-1 local supplier's' quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-1 local supplier' subject to matching the L1 price.
  - (iii) In case such lowest eligible 'Class-1 local supplier' fails to match the L1 price, the 'Class-1 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-1 local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
  - (iv) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

**(C) Verification of Local Content:**

(I) The 'Class -I Local supplier' / 'Class- II Local Supplier' at the time of the 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.

(II) 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 a statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or a practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. They shall also give details of the location(s) at which the local value addition is made.

(III) 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.

**(III)** 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 General Financial Rules along with such other actions as may be permissible under law.

**(IV)** 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 (h) of the order.

#### 1.32.4

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

##### **For goods manufactured in India**

- (i) The price of the goods quoted ex-works including all taxes already paid.
- (ii) GST and other taxes, if any which will be payable on the goods if the contract is awarded.
- (iii) Charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination.
- (iv) Wherever applicable, the cost towards the installation, commissioning, spares, extended warranty, AMC/CAMC, site preparation and training including any incidental services, if any.

##### **For goods manufactured abroad but quoted in INR**

- (i) A Manufacturer based outside India can bid only through its Indian Agent or through their subsidiary office based in India in INR, subject to fulfilment of Class I and Class II Local Suppliers' eligibility Criteria as per DPIIT order No. P-45021/2/2017-PP(BE-II) Dated 16/09/2020. Please NOTE that such Quote should include all charges including Customs Duty and should be quoted only on Door Delivery basis.
- (ii) The Basic Cost of the quoted goods should include Customs duty, insurance, freight of the goods, however inland transportation, insurance and GST thereon should be indicated separately.
- (iii) Wherever applicable, the cost towards the installation, commissioning, spares, extended warranty, AMC/CAMC, site preparation and training including any incidental services, if any should be mentioned and quoted in INR.
- (iv) The bid (Technical and / or Price Bid) must clearly indicate which of the components of the equipment are imported items and which are indigenous. GST exemption certificate would be issued for indigenous items. Country of Origin certificate should be issued for all imported items.

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

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

### **1.33 Contacting the Purchaser**

1.33.1 Subject to ITB Clause 1.25, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

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

### **1.34 Post qualification**

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

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

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

## **F. AWARD OF CONTRACT**

### **1.35 Negotiations**

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

### **1.36 Award Criteria**

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

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

1.37.1

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

**1.38 Option Clause**

1.38.1

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

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

1.39.1

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

**1.40 Notification of Award**

1.40.1

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

1.40.2

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

1.40.3

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

**1.41 Signing of Contract**

1.41.1

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.

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

**1.42 Order Acceptance**

1.42.1

The successful bidder should submit Order acceptance within 14 days from the date of issue of order/signing of contract, failing which it shall be presumed that the vendor is not interested and his bid

security is liable to be forfeited pursuant to clause 1.16.10 of ITB.

1.42.2

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

**1.43 Performance Security**

1.43.1

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

1.43.2

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

1.43.3

The Performance Security shall be denominated in Indian Rupees.

1.43.4

PS may be submitted by either the manufacturer or their authorized dealer/bidder.

1.43.5

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

a. A Bank guarantee in INR issued by a Nationalized/ Scheduled bank located in India in the form provided in the bidding documents.

Or

b. A Banker's cheque or Account Payee demand draft in INR in favour of the purchaser. Or,

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

1.43.6

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

1.43.7

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

1.43.8

The performance security must be received within 21 days. However, the Purchaser has the powers to extend the time frame for submission of Performance Security (PS). Even after extension of time, if the PS is not received, the contract is liable to be cancelled provided that the purchaser, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained, may, for

cogent reasons, offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.

**1.43.9**

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

**1.44. Pre-bid Conference (PBC)**

~~1.44.1~~

~~A Pre bid Conference shall be held as indicated in invitation to bid, if any. All prospective bidders are requested to kindly attend the Pre bid Conference. In order to facilitate the purchaser the proper conduct of the Pre bid Conference, all prospective bidders are requested to kindly submit their queries (with envelope bearing Tender No. and Date on top and marked "Queries for Pre bid Conference") so as to reach the purchaser as indicated in invitation to bid. The purchaser shall answer the queries during the pre bid conference, which would become a part of the proceedings of the Pre bid Conference. The proceeding of the Pre Bid Conference would be hosted on the website of the purchaser. 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.~~

**1.45 Integrity Pact**

1.45.1

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

1.45.2

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

- i) Promise on the part of the Purchaser to treat all bidders with equity and reason and not to seek or accept any benefit, which is not legally available;
- ii) Promise on the part of bidders not to offer any benefit to the employees of the Purchaser not available legally and also not to commit any offence under Prevention of Corruption Act, 1988 or Indian Penal Code 1860;
- iii) Promise on the part of bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts; etc.
- iv) Undertaking (as part of Fall Clause) by the bidders that they have not and will not sell the same material/equipment at prices lower than the bid price;

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

#### 1.45.3

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

#### 1.45.4

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

#### 1.45.5

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

#### 1.45.6

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

#### 1.45.7

The modal format of IP is at Chapter-7.

### **1.46 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 23<sup>rd</sup> July, 2020].**

#### **1.46.1 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).

#### **1.46.2 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 and 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 county: 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.

1.46.3 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.

1.47 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.

**1.48. Debarment of Firms from Bidding:** 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

### GENERAL CONDITIONS OF CONTRACT (GCC)

#### **2.1 Definitions**

##### **2.1.1**

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

- (a) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- (c) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (d) “Day” means calendar day.
- (e) “Completion” means the fulfilment of the Goods and related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) “GCC” means the General Conditions of Contract.
- (g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (h) “Related Services” means the services incidental to the supply of the goods, such as transportation, insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (i) “SCC” means the Special Conditions of Contract.

- (j) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (k) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (l) The “Council” means the Council of Scientific & Industrial Research (CSIR), registered under the Societies Registration Act, 1860 of the Govt. of India having its registered office at 2, Rafi Marg, New Delhi-110001, India.
- (m) The “Purchaser” means any of the constituent Laboratory/Institute of the Council situated at any designated place in India as specified in SCC.
- (n) “The final destination,” where applicable, means the place named in the SCC.

## **2.2 Contract Document**

### **2.2.1**

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

## **2.3 Code of Integrity**

### **2.3.1**

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

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

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

### **2.4.1**

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

## **2.5 Scope of Supply**

### 2.5.1

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

2.5.1 Loading & Unloading will be in the scope of supplier in addition to the requirement indicated in chapter 4 of the 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, and the Delivery and Completion Schedule, as per GCC Clause relating to delivery and document.

## **2.7 Contract price**

### 2.7.1

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

### 2.7.2

**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.

## **2.8 Copy Right**

### 2.8.1

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

## **2.9 Application**

### 2.9.1

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

## **2.10 Standards**

### 2.10.1

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

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

### 2.11.1

The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in

performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

2.11.2

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

2.11.3

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

## **2.12 Patent Indemnity**

2.12.1

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

(a) the installation of the Goods by the Supplier or the use of the Goods in India;  
and

(b) the sale in any country of the products produced by the Goods.

2.12.2

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

## **2.13 Performance Security**

2.13.1

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

2.13.2

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

2.13.3

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

2.13.4

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

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

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

Or

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

Or

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

2.13.6

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

2.13.7

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

2.13.8

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

2.13.9

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

## 2.14 Inspections and Tests

2.14.1

The inspections & test, training required would be as detailed in Chapter-4 of the Bidding Document relating to Specification and Allied Technical details.

## 2.15 Packing

2.15.1

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

2.15.2

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

## 2.16 Delivery and Documents

2.16.1

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

2.16.2

The mode of transportation shall be as specified in SCC. In case the purchaser elects to have the transportation done through Air, then air lifting needs to be done through Air India only. In case Air India

does not operate in the Airport of despatch, then the bidder is free to engage the services of any other Airlines.

## **2.17 Insurance**

### 2.17.1

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 by the Indian Agent/bidder, 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

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.

2.18.2 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, including training, if any, specified in chapter 4.

## **2.20 Spare Parts**

### 2.20.1

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

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

## **2.21 Warranty**

### 2.21.1

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

### 2.21.2

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

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

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

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

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

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

## **2.22 Terms of Payment**

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

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

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

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

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

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

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

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

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

by the parties.

**2.24 Assignment**

2.24.1

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

**2.25 Subcontracts**

2.25.1

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

**2.26 Extension of time**

2.26.1

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

2.26.2

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

2.26.3

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

**2.27 Liquidated Damages**

2.27.1

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

**2.28 Termination for Default**

2.28.1

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

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

- (b) If the Supplier fails to perform any other obligation(s) under the Contract.
- (c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices etc. as defined in GCC Clause and ITB clause on code of integrity in competing for or in executing the Contract.

#### 2.28.2

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

- (a) The Performance Security is to be forfeited;
- (b) The purchaser may procure, upon such terms and in such manner as it deems appropriate, stores similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract.
- (c) However, the supplier shall continue to perform the contract to the extent not terminated.

### **2.29 Force Majeure**

#### 2.29.1

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

#### 2.29.2

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

#### 2.29.3

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

#### 2.29.4

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

### **2.30 Termination for Insolvency**

#### 2.30.1

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

### **2.31 Termination for Convenience**

#### 2.31.1

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

### 2.31.2

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

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

## 2.32 Settlement of Disputes

### 2.32.1

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

### 2.32.2

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

### 2.32.3

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

- a.) (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.

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

## **2.35 Notices**

2.35.1

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

2.35.2

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

## **2.36 Taxes and Duties**

2.36.1

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

2.36.2

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

2.36.3

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

2.36.4

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

2.36.5

~~This lab/Institute is registered with Dept. of Scientific & Industrial Research, Govt. of India and is eligible for concessional rates of GST as notify by the Govt. Of India vide Notification No.47/2017-Integrated Tax (Rate) and Notification No.45/2017-Central Tax (Rate) both dated 14th November, 2017 and similar State Tax (Rate) notifications.~~

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**

### **2.39.1**

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 Risk Purchase Clause**

### **2.41.1**

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

## **2.42 Option Clause**

### **2.42.1**

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

## **2.43 Integrity Pact**

### **2.43.1**

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

**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.   | GCC 2.1.1(m)   | The Purchaser is: <i>Director, CSIR-CMERI, Mahatma Gandhi Avenue, Durgapur - 713209, West Bengal</i>  |
| 2.   | GCC 2.1.1(n)   | The Final Destination is: Transit Stores, <b>CSIR-CMERI, Mahatma Gandhi Avenue, Durgapur - 713209, West Bengal</b>  |
| 3.   | GCC 2.13.1     | <p><b>Performance Security (PS) or Performance Bank Guarantee (PBG):</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 Surety Bonds (ISB).</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.   | GCC 1.16       | All the bidders have to submit Bid securing declaration.  |
| 5.   | 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 indication/label/sticker indicating the precautions to be taken while handling/storage.</p>   |
| 6.   | GCC 2.16.1     | <p>Details of Shipping and other Documents to be furnished by the Supplier are:</p> <p><b>For goods manufactured within India</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 but quoted in INR</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>  |
| 7.  |            | <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>   |
| 8.  | GCC 2.16.2 | In case of supplies from within India, the mode of transportation shall be by <i>Rail/Road</i> .   |
| 9.  | GCC 2.17.1 | The Insurance needs to be done by the supplier.  |
| 10. | GCC 2.18   | Loading and Unloading will be the responsibility of the supplier.  |
| 11. | GCC 2.21.3 | <p><b>Comprehensive On-Site Warranty:</b> Instruments along with accessories mentioned in Description of items will be under <b>Comprehensive On-site Warranty</b> period for <b>36 Months (3 Years)</b> from the date of installation, commissioning and acceptance by CSIR-CMERI, user.</p> <p><b><u>Comprehensive Annual Maintenance Contract (CAMC) / Annual Maintenance Contract (AMC)</u></b> :This institute intends to enter into either a Comprehensive Annual Maintenance Contract (CAMC) or an Annual Maintenance Contract (AMC) as per the decision of Competent Authority at the end of Extended warranty. Hence Bidders are expected to provide quotes for both CAMC and AMC for 02 years, as follows:</p> <p>1<sup>st</sup> year CAMC charges after completion of one-year standard On-Site warranty period: Rs ____</p> <p>2<sup>nd</sup> year CAMC Charges after completion of first year of CAMC: Rs ____</p> <p style="text-align: center;"><u>AND</u></p> <p>1<sup>st</sup> year AMC charges after completion of one-year standard On-Site warranty period: Rs ____</p> <p>2<sup>nd</sup> year AMC Charges after completion of first year of AMC: Rs ____</p> <p>During CAMC or AMC period the successful bidder has to provide Two Preventive Maintenance visits per year and Breakdown Visits as and when required.</p> <p><b><u>Scope of supplier during CAMC:</u></b></p> <p>The whole system including all supplied items (materials excluding consumables) and workmanship will be under Comprehensive Annual Maintenance Contract (CAMC) for 02 (two) years after One Year standard warranty. If any part gets defective during the comprehensive warranty period, the same must be replaced free of cost.</p> <p>The payment of CAMC or AMC will be made on yearly basis after successful completion certificate is issued by the user scientist/staff regarding satisfactory completion of preventive maintenance visits and Breakdown visits.</p> <p>However, it will be the prerogative of competent authority CSIR-CMERI to go ahead or not to go ahead with CAMC or AMC. Separate order with detailed terms and conditions will be issued after completion of One-year Standard on-site Warranty.</p> |

|     |            |   |
|-----|------------|---|
| 12. | GCC 2.22.1 | <p><b>Payment Terms:</b></p> <p>(j) Payment for the equipment along with one-year standard warranty will be released after successful delivery, installation, Commissioning, Training and handing over of all the certificates, documents, manuals etc. and final acceptance as certified by the user, subject to submission of Performance Security/Performance Bank Guarantee (PBG) for 3 % of the purchase order value covering the period of warranty + 60 days i.e., 14 Months with Claim Period of the Bank Guarantee 12 months from the date of Expiry of the Bank Guarantee.</p> <p>All the bidders are required to furnish requisite information for making payment by e-mode.</p> <p>Please inform your Bank details for RTGS payment, in hard copy</p> |
| 13. | GCC 2.27.1 | The penalty shall be @0.5% per week or part of a week towards late delivery and towards delay in installation and commissioning.  |
| 14. | GCC 2.27.1 | The maximum amount of penalty shall be 10%.   |
| 15. | ITB 1.17.1 | Bids shall remain valid for minimum of <b>180 days</b> after the date of bid opening prescribed by the Purchaser.   |
| 16. | GCC 2.34.1 | The place of jurisdiction is Durgapur, West Bengal, India.  |
| 17. | GCC 2.35.1 | <p><b>For notices, the Purchaser's address is</b></p> <p><b>Kind Attention:</b></p> <p>Stores and Purchase Officer,</p> <p>Location: CSIR-Central Mechanical Engineering Research Institute,</p> <p>Mahatma Gandhi Avenue, Durgapur – 713209</p> <p>Electronic mail address: <a href="mailto:pur@cmeri.res.in">pur@cmeri.res.in</a>, <a href="mailto:a.bharti@cmeri.res.in">a.bharti@cmeri.res.in</a></p>   |
| 18. | GCC 2.43.1 | The integrity pact: Not Applicable  |
| 19. | GCC 2.43.2 | IEM name and details- Not Applicable  |
| 20. |            | <p><b>Price Bid Evaluation-</b> Price Bids will be evaluated on the basis of total cost of the equipment, Standard Onsite warranty, transportation Charges, transit insurance charges, installation &amp; commissioning, Training charges and 3 Years Comprehensive On-Site Warranty.</p>   |

**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

Training requirement: As 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. Detail specification of LASER Diffraction based Particle Size Analyzer

1. Principle of Operation - Laser Diffraction with Mie Algorithm or Fraunhofer algorithm.
2. Particle Size Range - 40 nm - 2500  $\mu$ m or with better range
3. Mode of Analysis - Wet & Dry.
4. Source Type - Solid State Lasers / Laser diode with PIDS technology.
5. Repeatability and reproducibility - Better than 1% variation.
6. Accuracy - 3% or better.
7. Type of Optical Alignment - Automatic Alignment or preferred if no alignment needed.
8. Optical Configuration - Reverse Fourier & Fixed during measurement.
9. No of Size Classes - 100 or better.
10. Particle size of sample types - Suspensions, Emulsions and Dry Powders.
11. Report Designing - User must be able to design and format the report including / excluding the parameters of his / her requirement.
12. Customized Size Class - It should be possible to opt for desired size class to compare that with other methods.
13. Lasers - Three lasers to cover different size range of particles. Shorter wavelength laser should also be a solid state more than power 4mW.
14. Wet sample delivery system - Circulation type with peristaltic/centrifugal pump and stirrer for rapid dispersion.
15. Control and Operation - Fully software controlled pump stirrer and provision of internal sonication with power of at least 50W or better.
16. Volume of suspension required for measurement - Capable to accommodate dispersant volume of 100 ml.to 500ml. for better efficient utilization of solvents.
17. Sample Cell - The cell window of the measurement cell should be easy to clean and can be dismantled without any tool for cleaning.
18. Solvent Compatibility - Should be wide with inorganic and organic dispersants.
19. Dry Dispersion Pressure - The air dispersion pressure must be from 0 bar to 6 bar or better.
20. Real-time Particle visualization - System Should visualize particles / bubbles in the dispersant or circulation.
21. Operating temperature :15°C to 30°C
22. Operating relative humidity: 35%-80%
23. Power Must be compatible with 200-230 V 50 Hz power supply.
24. Must comply with ISO 13320 (2009), USP <429>, CE.
25. Software Features -
  - \* One click operation with simple measurement icons.
  - \* Data export facility to pdf/xps or Excel/CSV formats.
  - \* Customizable report generation.
  - \* Free upgradation till the expiry of the warranty.
  - \* A method of quickly comparing and reporting the SOP settings used within multiple measurements should be provided.
26. Data acquisition & recording system with the following minimum specification
  - \* Personal Computer - 64bit OS, windows 10, 16 GB RAM, 512 GB SDD, 1TB HDD, 23" LED monitor.
27. Three years onsite comprehensive warranty of the entire system.

### 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 | <b>Within 4 (Four) Months</b> | <b>From the date of issue of purchase order</b> |

### C. Allied Technical Details

| Sl. No. | 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   |  |
| 4.      | Details of service provider for after sales/complaints etc.                          |  |
| 5.      | Details of accessories (if any)  |  |
| 6.      | List of non-consumables (if any)   |  |
| 7.      | List of consumables (if any)   |  |
| 8.      | Any other relevant detail  |  |

## CHAPTER 5

### Price Schedule Forms

~~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.

#### 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.**
2. **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:**

- The vendor must be 10 years or more in the relevant business. At least One No. past purchase order copy dated 10 years back placed on the vendor should be submitted.
- The vendor should provide brochure of the same product with detailed technical specifications.
- The vendor should have essentially supplied same equipment of at least 5 Nos. in any DRDO / CSIR / NIT / IIT / Other Government Research Institutes/Organizations during the last five years.
- The vendor should provide Income Tax Return of last 3 financial years.

**Standard Forms**  
**(To be enclosed as indicated below)**

| SL. No. | Name   | Remarks by Bidder Compliance/Documents submitted (Yes or No) |
|---------|--|--|
| 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-5F)  |  |
| 4.      | Performance Statement Form (to be enclosed with the technical bid) (Annexure-5G)   |  |
| 5.      | Deviation Statement Form (to be enclosed with the technical bid) (Annexure-5H)   |  |
| 6.      | Service Support Form (to be enclosed with the technical bid) (Annexure-5I)   |  |
| 7.      | Bid Form (to be enclosed with the priced bid) (Annexure-5J)  |  |
| 8.      | Performance Security Form (After the acceptance of Purchase order) (Annexure-5K)   |  |
| 9.      | Acceptance Certificate Form (Annexure-5L)  |  |
| 10.     | Format for declaration by the Bidder for Code of Integrity & conflict of Interest. (to be enclosed with the technical bid) (Annexure-5O)   |  |
| 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.     | Bank Guarantee form for advance payment (Annexure-5S)  |  |
| 13.     | 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) |  |
| 14.     | Format for Self - declaration by the Bidder for local content (%) (to be enclosed with the technical bid) (Annexure-5U)  |  |
| 15.     | Contract Form (Annexure-5V)  |  |
| 16.     | Quoted Rate Certificate (to be enclosed with the price bid) (Annexure-5W)  |  |
| 17.     | Checklist (Annexure-5X)  |  |

**Bidder Information Form**

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

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

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

Page 1 of \_\_\_\_\_ pages

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

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

Name \_\_\_\_\_

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

**MANUFACTURERS' AUTHORIZATION FORM**

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

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

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

To: *[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: \_\_\_\_\_  
Bid No. \_\_\_\_\_

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

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

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

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

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

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

Name: (insert complete name of person signing 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 deliver 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 of No | Deviation, if any to be indicated in unambiguous terms (The compliance / Deviation should be supported by relevant Technical Literature) | Technical justification for the deviation, if any. If specification is superior /inferior than asked for in the enquiry, it should be clearly brought out in the justification |
|---------|--|--|------------------------------|--|--|
|         |  |  |                              |  |  |

Signature of Bidder

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

Place:

Date:

Signature and seal of the  
Manufacturer/Bidder**NOTE:**

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

**SERVICE SUPPORT FORM**

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

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

Place:

Date:

**Bid Form**

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

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

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

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

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

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

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

- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 1.17.1 from the date fixed for the bid opening, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 1.43 and GCC Clause 2.13 for the due performance of the Contract and also submit order acceptance within 14 days from the date of contract in accordance with ITB Clause 1.42 and GCC Clause 2.44;
- (g) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

| Name of Recipient | Address | Reason | Amount |
|-------------------|---------|--------|--------|
| _____             | _____   | _____  | _____  |
| _____             | _____   | _____  | _____  |
| _____             | _____   | _____  | _____  |

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

- (h) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed:

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

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

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

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

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

**PERFORMANCE SECURITY FORM**

**MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY**

To,  
.....

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

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

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

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

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

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

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

(Signature of the authorized officer of the Bank)

.....  
Name and designation of the officer

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

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

**ACCEPTANCE CERTIFICATE FORM**

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

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

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

Sub: Certificate of commissioning of equipment  
 \_\_\_\_\_

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

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

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

| Sl. No. | Description | Amount to be recovered |
|---------|-------------|------------------------|
|         |             |                        |

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

or

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

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

The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated at Sr.

No. 3.

For Supplier

For Purchaser

Signature .....

Signature.....

Name .....

Name.....

Designation .....

Designation.....

Name of the firm.....

Name of the Lab/Instt.....

Date .....

Date.....

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.

Thanking you,

Yours sincerely,

Signature  
(Name of the Authorized Signatory)  
Company Seal

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

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

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

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

**Note:**

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

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

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

Name \_\_\_\_\_

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

**BANK GUARANTEE FORM FOR ADVANCE PAYMENT**

To

\_\_\_\_\_ (name of Purchaser)  
\_\_\_\_\_ (address of Purchaser)  
\_\_\_\_\_ (name of Contract)

Gentlemen:

In accordance with the provisions of the Purchase Order no. \_\_\_\_\_, dated \_\_\_\_\_, M/s \_\_\_\_\_, (name and address of Supplier) (hereinafter called "the supplier") shall deposit with \_\_\_\_\_ (name of Purchaser) a bank guarantee to guarantee his proper and faithful performance under the said Clause .... of the Contract in an amount of (amount of guarantee) \* \_\_\_\_\_ (in words).

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

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

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

Yours truly,

Signature and seal:

Name of bank/ financial institution:

Address:

Date:

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

**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: \_\_\_\_\_

**N.B –In case of partnership or consortium this form needs to be filled by each partner separately.**

**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  | Percentage of local content claimed and the basis of such claim.   |  |
| 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

- 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.
- 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 \_\_\_\_\_ (Name of firm/entity)  
Authorized signatory (To be duly authorized by the Board of Director)

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

Contract Form

Contract No. \_\_\_\_\_ Date: \_\_\_\_\_

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

BETWEEN

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

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

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

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

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

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

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

in the presence of *[ insert identification of official witness ]*  
Signed: *[ insert signature ]*  
in the capacity of *[ insert title or other appropriate designation ]*

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

For and on behalf of the Supplier

Signed: *[ insert signature of authorized representative(s) of the Supplier ]*  
in the capacity of *[ insert title or other appropriate designation ]*

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

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)

Checklist

| SL. No. | Details/documents  | Submitted /Accepted (Yes/No) | Remarks |
|---------|--|------------------------------|---------|
| 1.      | Make & Model of the quoted items: <b>Laser Diffraction Baser Particle Size Analyzer</b>  |                              |         |
| 2.      | Catalogue of the quoted model: <b>Laser Diffraction Baser Particle Size Analyzer</b>   |                              |         |
| 3.      | Comprehensive On-Site Warranty for <b>3 Years (36 Months)</b> for <b>Laser Diffraction Baser Particle Size Analyzer</b>  |                              |         |
| 4.      | The whole system including all supplied items (materials excluding consumables) and workmanship will be under <b>3 Years (36 Months) Comprehensive On-Site Warranty</b> , If any part gets defective during the Comprehensive On-Site 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 for the items mentioned in description of items.   |                              |         |
| 7.      | Validity of Bid (180 days)   |                              |         |
| 8.      | IT Return Copy/Acknowledgement copy  |                              |         |
| 9.      | Deviation Statement Form   |                              |         |
| 10.     | Allied Technical details form  |                              |         |
| 11.     | Price Schedule (price Bid)   |                              |         |
| 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.     | Bid Security Declaration   |                              |         |
| 15.     | 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 (Comprehensive On-Site Warranty) i.e., <b>38 Months</b> . |                              |         |
| 16.     | Payment terms  |                              |         |
| 17.     | Country of Origin of the quoted items  |                              |         |
| 18.     | Year and Month of Manufacture of the quoted items  |                              |         |
| 19.     | Land Border Certificate (As per Annexure-5T)   |                              |         |
| 20.     | Local Content Certificate (As per Annexure-5U)<br><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 <b>MUST</b> be submit.  |                              |         |
| 21.     | Rate Quoted Certificate (As per Annexure-5W)   |                              |         |
| 22.     | Unconditional Acceptance of GCC as mentioned in NIT/CMERI Website (As per Annexure-5X)   |                              |         |
| 23.     | All Applicable forms duly filled, signed & stamped.  |                              |         |

Signature .....

Name .....

Designation.....

Name of the firm.....

Date .....