

**TENDER ENQUIRY REF. NO. 5611/090321/1772/CH**



**CSIR - CENTRE FOR CELLULAR & MOLECULAR BIOLOGY (CCMB)  
UPPAL ROAD, HYDERABAD- 500 007  
(TELANGANA) INDIA**

**BID DOCUMENT**

**FOR**

**SINGLE/PROPRIETARY TENDER ENQUIRY**

**ITEM DESCRIPTION:**

**SUPPLY OF PROMETHION P24 SEQUENCING  
MACHINE MANUFACTURED REAGENTS/KITS**

*e-Bids* under **SINGLE BID System** (Technical Bid& Financial / Price Bid together) shall be submitted through CentralPublicProcurement Portal (URL:<https://etenders.gov.in/>) only

**Stores & Purchase Officer**

**CSIR - Centre for Cellular & Molecular Biology(CCMB)**

**Uppal Road, Hyderabad - 500 007 (TELANGANA) INDIA**

**Ph: +91-40-271602681 Fax: +91-40-27160252**

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**Website: <http://www.ccmb.res.in>**

मिसिलसंख्याFile Nos. **5611/090321/1772/CH** दिनांकDate: **05/04/2021**

**CSIR - Centre for Cellular & Molecular Biology (CCMB)  
Council of Scientific & Industrial Research (CSIR)  
Uppal Road, Hyderabad – 500 007  
(TELANGANA) INDIA**

<b>Tender Enq. No.</b>	<b>5590/050321/1772/CH</b>	<b>Date</b>	<b>05/04/2021</b>
<b>Manufacturer/Supplier</b>	<b>Indian Office /Dealer/ Distributor</b>		
<b>M/s.OxfordNanopore Technologies Ltd., Gosling Building, Edmund Halley Road, Oxford Science Park, Oxford OX4 4DQ, UK</b>	<b>M/s.Genotypic Technology Pvt Ltd. #2-13 Balajil Complex 80 F1 Road, RMV II Stage Bangalore Karnataka 560094</b>		
<b>E-mail</b>		<b>E-mail</b>	<b>Vivek.ananth@genotypic.co.in</b>

**PROPRIETARY/SINGLE TENDER ENQUIRY**

CSIR-CCMB, Hyderabad is an internationally acclaimed research Centre of CSIR situated in Hyderabad. Director, CSIR-CCMB, Hyderabad (TELANGANA), India invites original Equipment Manufacturers, their Authorized Distributor and Indian agent of Foreign Principal, if any, to submit **ONLINE** bid under **SINGLE BID System** through Central Public Procurement Portal (CPPP) (URL: <https://etenders.gov.in/>) only for the supply, consumables.

<b>Sl. No.</b>	<b>Name of consumables</b>	<b>Qty.</b>	<b>File No.</b>	<b>Bid Type</b>	<b>EMD</b>
01	SQK-LSK109-Ligation sequencing kit	20	5611/090321/1772/CH	<b>SINGLE BID SYSTEM</b>	<b>NA</b>
02	SQK-LSK110 Ligation sequencing kit	2			
03	SQK-DCS109 Direct cDNA Sequencing kit	2			
04	EXP-WSH004 Flow Cell wash kit	30			
05	EXP-NBD104 Native Barcoding expansion 1-12 (PCR –free)	4			
06	EXP-NBD114 Native Barcoding expansion 13-24 (PCR-free)	4			
07	SQK-RNA002 Director RNA Sequencing kit PromethION	2			
08	EXP-NBD196 Native Barcoding Expansion 96	10			
09	EXP-CTL001 control Expansion	1			
10	FLO-PRO002 PromethION Flow Cell Packs -36 packts	1			
11	FLO-MIN106D Flow Cell (R9) –Bulk order of 24	1			
12	FLO-MIN111 Flow Cell (R10) – Bulk Order of 24	1			
13	EXP-FLP002 Flow Cell Priming kit	10			
14	EXP-SFB001 SFB Expansion	10			
15	SQK 16S024 16S Barcoding Kit 1-24	01			
16	EXP-AUX001 sequencing auxillary vials	05			

- FOR DETAILED SPECIFICATIONS AND IMPORTANT CLAUSES / TERMS & CONDITIONS PLEASE REFER TO THE TENDER DOCUMENT

<b>CRITICAL DATE SHEET</b>	
Publishing Date & Time	05/04/2021
Start of OnlineSubmission of Bids	05/04/2021
Last Date & TimeFor OnlineSubmission of Bids	15/04/2021 (Up to 13.00 Hrs.)
Date / Time of Opening of Technical Bid cum PRICE BID (SINGLE BID SYSTEM)	16/04/2021 (14.30 Hrs. onwards)
Mode of submission of Bid	<b>e-procurement Bids ONLY THROUGH ONLINE ON THE Central Public Procurement Portal of ETENDERS: (WEB LINK: <a href="https://etenders.gov.in">https://etenders.gov.in</a>)</b> <b>HARD COPIES OF QUOTATIONS WILL NOT BE ACCEPTED BY CCMB</b>

1. **E-Bids** are invited through the electronic tendering process and the Tender Document can be downloaded from the e-Tender portal of **Central Public Procurement Portal (CPPP)** of the Government of India i.e. <https://etenders.gov.in>. A copy of the Tender Document is also available on CSIR-CCMB Website, <http://www.ccmb.res.in> for information. However, the submission of e-Bids will be only through the CPP e-Tender portal <https://etenders.gov.in>. **Bids will not be accepted in any other form.**
2. For participation in e-procurement all bidders (including foreign bidders) need to enrol themselves on the Central Public Procurement Portal (URL: <https://etenders.gov.in>) which will be free of cost. For further information, kindly refer "Bidder Manual Kit" in the said portal.
3. Only enrolled/registered bidders with the above said portal shall be allowed to participate in the e-tendering process
2. The quotation must be in the form furnished by the Purchaser and should be free from corrections/erasures. In case there is any unavoidable correction, it should be properly attested. If not, the quotation will not be considered. Hand written Quotations will not be considered.
3. It may kindly be noted that your **Bid** should be in **Single BID System** / ~~Two BID System~~.
4. In the event of award of Contract in your favour, you need to submit a **Performance Bank Guarantee** valid for a period of **2 Months** beyond the Warranty period of the product to have minimum shelf life of **Six to Eight Months (Applicable/ Not Applicable)**.
5. Price quoted should be **net** and valid for a minimum period of **90 days** from the date of opening of the quotation.
6. **It may be noted that Conditional / Unsigned tenders shall not be considered.**
7. The bidder must submit the applicable **Price Schedule Form** as Annexed to the **BOQ** in [etenders.gov.in](https://etenders.gov.in) / Tender Document.
8. Complete specifications with manufacturer's Name and address should be given while quoting. Literature / brochures / pamphlets / technical data sheets / drawings must be enclosed with the quotation wherever applicable.

9. **Prices** are required to be quoted in units indicated in the enquiry. When quotations are given in terms of other units, relationship between two sets of units should be furnished. Quantity discounts, if any should also be indicated. The items should be quoted indicating the serial No. of our RFQ.
10. **Currency** of the Quote essentially be **Indian Rupees** only. However, **multi-currency bidding is allowed in case of proprietary equipment procured from overseas manufacturer and spares and consumables of such proprietary equipment eligible for Global Tender Enquiry (GTE) in terms of Govt. of India orders No. No. F/12/17/2019/PPD dt. 29<sup>th</sup> Oct., 2020 and No. F.20/45/2020-PPD dt. 8<sup>th</sup> Jan., 2021, as amended from time to time(Permitted/ Not Permitted in this case).**
11. **Delivery period** required for supplying the material should be invariably specified in the quotation. The offered delivery period shall have to be strictly adhered to in case an order is placed.
12. **Liquidated Damages** Clause for delays: as per **Clause 2.27 of General Conditions of Contract(GCC)** in the tender document.
13. If the deliveries are not maintained and due to that account the purchaser is forced to buy the material at your risk and cost from elsewhere, the loss or damage that may be sustained there by will be recovered from the defaulting supplier.
14. All supplies are subject to inspection and approval before acceptance. Manufacturer warranty certificates and manufacturer/Government approved lab test certificate shall be furnished along with the supply, wherever applicable.
15. **IT / GSTTDS** would be recovered as per applicable rule / regulations / provisions of law.
16. Kindly furnish your **Permanent Account No.(PAN) & GST Number**, etc. in your quotation for our records.
17. Tender conditions (printed on the reverse), if any, or otherwise sent along with the tender **shall not be binding** on us.
18. All disputes related to this tender shall be settled in the local courts of **HYDERABAD** Jurisdiction only.
19. If bidder is Indian agent of foreign principal, the following instructions shall be complied –
  - i. Bidder must **necessarily comply** with conditions of **'Make in India' Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020** of Ministry of Commerce and Industry, Government of India, as amended from time to time on the date of issue of tender. The **relaxation to invite Global Tender Enquiry (GTE)** for spares of equipment from OEM extended vide Govt. of India, Ministry of Finance OM No. **F/12/17/2019/PPD dt. 29<sup>th</sup> Oct., 2020** and provisions for inviting **GTE** for specialized equipment required for research purposes, and spares consumables for such equipment in terms of Govt. of India, Ministry of Finance No. **F.20/45/2020-PPD dt. 8<sup>th</sup> Jan., 2021** shall be applicable in in the relevant cases as per instructions of the Govt. of India(**Permitted/ Not Permitted in this case.**)
  - ii. Bidder shall **comply with restrictions under Rule 144 (xi) of the GFR, 2017 related to restrictions on participation of Foreign Bidders and their Authorized Indian Agent/ Dealer** in terms of **Order No. P-45021/112/2020-PP(BE-II) (E-43780) dated 24.08.2020** of the Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade, as amended from time to time as on the date of issue of tender.
22. This Institute 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.**Concessional Custom Duty Certificate will be issued only in case of Global Tender Enquiry (GTE) for multi-currency bidding case of proprietary equipment procured from overseas manufacturer and spares and consumables of such proprietary equipment (Permitted/ Not Permitted in this case).**

23. The Director, CSIR-Centre for Cellular & Molecular Biology (CCMB), Hyderabad reserves the right to **accept** or **reject** any or all tenders / offers either in part or in full or to annul the tender process at any stage or to split the order without assigning any reasons thereof.

**24. IMPORTANT NOTE:**

- i. KINDLY ENCLOSE COPIES OF PURCHASE ORDERS OF SAME/SIMILAR ITEMS (EVEN IF MODEL NUMBER / ACCESSORIES DIFFER) THAT YOU HAVE RECEIVED FROM ANY GOVERNMENT INSTITUTES/ UNIVERSITIES / CSIR INSTITUTES IN PARTICULAR, DURING THE LAST 03 YEARS.
- ii. IF NO SAME/SIMILAR EQUIPMENT HAS BEEN SUPPLIED TO ANY GOVERNMENT INSTITUTES/ UNIVERSITIES/CSIR INSTITUTES IN PARTICULAR DURING THE LAST **03 YEARS**, PLEASE PROVIDE AN UNDERTAKING STATING 'WE CERTIFY THAT NEITHER WE NOR OUR PRINCIPALS (WHEREVER APPLICABLE) HAS SOLD SAME / SIMILAR ITEM TO ANY GOVERNMENT INSTITUTES / UNIVERSITIES / CSIR INSTITUTES IN PARTICULAR'.

iii. **REASONABLENESS OF PRICES:**

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

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

25 .The address for obtaining further information:

STORES & PURCHASE OFFICER,  
CSIR-CCMB, Habsiguda,  
Uppal Road,  
Hyderabad - 500007, India.  
Tel # : 00 91 40 2719 2681  
Fax #: 00 91 40 2716 0252  
Email: [spo@ccmb.res.in](mailto:spo@ccmb.res.in)

Website: <http://www.ccmb.res.in>

Sd/-

(Dharmendra Kumar)  
Stores & Purchase Officer  
For and on behalf of  
Council of Scientific & Industrial Research (CSIR)

**CRITICAL DATE SHEET**

क्रमांक Sl. No.	प्रक्रम / Stage	दिनांक और समय /Date & Time
1.	प्रकाशन का दिनांक और समय Publish Date & Time	05/04/2021 --19.00 hrs IST
2.	दस्तावेज डाउनलोड का प्रारंभ दिनांक और समय Document Download Start Date & Time	05/04/2021 --19.15 hrs IST
3.	संदेह / सवाल पूछने की अंतिम दिनांक और समय Last Date & time for receipt of queries	लागू नहीं / NOT APPLICABLE
4.	बोलीपूर्व सम्मेलन, यदि हो तो Pre-bid Conference, if any	लागू नहीं / NOT APPLICABLE
5.	बोली जमा करने की प्रारंभिक दिनांक और समय Bid Submission Start Date & time	05/04/2021 -- 19.30 hrs IST
6.	बोली जमा करने की अंतिम दिनांक और समय Bid Submission End Date & Time	15/04/2021 -- 13.00 hrs IST
7.	बोली खोले जाने की दिनांक और समय Bid Opening Date & Time	16/04/2021 --14.30 hrs IST

क्रय योजना की संभावित समयावधि /

**TENTATIVE TIME SCHEDULE OF PROCUREMENT PLANNING**

क्रमांक/ Sl. No	प्रक्रम/ Stage	संभावित समयसीमा/ Tentative Time Frame
1.	बोली खोले जाने की दिनांक Date of Bid Opening	16/04/2021 -- 14.30hrs IST
2.	बोली के मूल्यांकन समाप्ति की दिनांक Date of Completion of Bid Evaluation	16/04/2021hrs IST + 45 Days
3.	अधिनिर्णय की अधिसूचना Notification of Award	16/04/2021hrs IST + 90 Days

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**अध्याय1**  
**CHAPTER - 1**

**बोलीदाताओंकेलिएअनुदेश**  
**INSTRUCTIONS TO BIDDERS**

**विषय-तालिका**  
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## अ. प्रस्तावना

### A . Introduction

#### **1.1. पात्रबोलीदाता / Eligible Bidders**

1.1.1 This **Invitation for Bids** is open to all suppliers subject to **Para 24** of the invitation to bids and **Clause 1.1.7** through **1.1.11** of **ITB**.

1.1.2 A supplier or bidders 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) shares shall be held by SC/ST promoters.

Document in support of claim must be submitted along with the bid.

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

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

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

1.1.7 Any bidder from a country which **shares a land border with India** will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (Registration Committee as constituted by Department of Promotion of Industry and Internal Trade) and submits a valid registration Certificate. (Please refer to Order no.6/18/2019-PPD dated 23 July 2020 and any amendments thereon.)

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

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

- I. An entity incorporated, established or registered in such a country; or
- II. A subsidiary of an entity incorporated, established or registered in such a country; or
- III. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- IV. An entity whose beneficial owner is situated in such a country; or
- V. An Indian (or other) agent of such an entity; or
- VI. A natural person who is a citizen of such a country; or
- VII. A consortium or joint venture where any member of the consortium or joint venture fails under any of the above

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

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

Explanation -

- a) **"Controlling ownership interest"** means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
  - b) **"Control"** shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements.
- II. In case of a partnership firm, the beneficial owner is the natural persons(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  - III. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  - IV. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  - V. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

1.1.12 **Eligibility** with respect to **'Make in India'**

- a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only **'Class-I local supplier'**, as defined under the **Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020** of Ministry of Commerce and Industry, Government of India, shall be eligible to bid irrespective of purchase value.

- b) Only 'Class- I Local Supplier' and 'Class-II Local Supplier', as defined under the said GOI Order dated 16.09.2020 shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In Global Tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by **sub- para 3(a)** of Order No.P-45021/2/2017-PP (BE-II) dated **16th September 2020** of the Ministry of Commerce and Industry, Government of India, and with estimated value of purchases less than **Rs 200 Crore**, in accordance with **Rule 161(iv)** of General Finance Rules, 2017, Global Tender enquiry shall not be issued except with the approval of Competent Authority as designated by Department of Expenditure.

**NOTE :**The **relaxation to invite Global Tender Enquiry (GTE)** for spares of equipment from OEM extended vide Govt. of India, Ministry of Finance OM No. **F/12/17/2019/PPD dt. 29<sup>th</sup> Oct., 2020** and provisions for inviting **GTE** for specialized equipment required for research purposes, and spares consumables for such equipment in terms of Govt. of India, Ministry of Finance No. **F.20/45/2020-PPD dt. 8<sup>th</sup> Jan., 2021** shall be applicable in in the relevant cases as per instructions of the Govt. of India. (**Permitted/ Not-Permitted** in this case)

## 1.2 **बोलीकीकीमत/ 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 **सार्वजनिक खरीद के लिए सत्यनिष्ठा संहिता/ 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 soon.

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

### 1.3.4 Punitive Provisions

Without prejudice to and in addition to the rights of the Purchaser to other penal

provisions as per the bid documents or contract, if the Purchaser comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the purchaser may take appropriate measures including one or more of the following:

- i) **If his bids are under consideration in any procurement:**
  - a) Forfeiture or encashment of 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 निविदादस्तावेजोंकीकीमत /Cost of Tender Documents**

1.4.1 The bidding documents are available to bidders for **download** as indicated in the Invitation for Bids/NIT, **free of cost**.

### **1.5 निविदादस्तावेजोंकीविषय-वस्तु /Content of Tender Documents**

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

Chapter 1: Instructions to Bidder (ITB)

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

Chapter 3: Schedule of Requirements

Chapter 4: Specifications and Allied Technical Details

Chapter 5: Price Schedule Forms

Chapter 6: Qualification requirements

Chapter 7: Contract Form

Chapter 8: Other Standard Forms comprising:

Sl. No.	Name
01.	Bidder Information Form
02.	Manufacturers' Authorization Form
03.	Bid Security Form
04.	Bid Securing Declaration.
05.	Performance Statement Form
06.	Deviation Statement Form
07.	Service Support Detail Form
08.	Bid Form
09.	Performance Security Form
10.	Acceptance Certificate Form
11.	Integrity Pact
12.	Format of declaration of abiding by the code of integrity and conflict of interest to be submitted by the bidder.
13	Price Schedule
14	Bank Guarantee form for advance payment
15.	Format of Affidavit of self-certification regarding domestic value addition
16	Format of Certificate to be provided by bidder in case of subcontracting.
17	Format of self-declaration to be provided by bidder

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 निविदा दस्तावेज़ों की विषय-वस्तु /Clarification of tender documents

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

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

## 1.7 निविदादस्तावेज़ोंमेंसंशोधन / 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 - <https://ccmb.res.in> and on <https://etenders.gov.in/> and all prospective bidders are expected to surf the website before submitting their bids to take cognizance of the amendments.

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

## C. PREPARATION OF BIDS

### 1.8. बोलीकीभाषा / 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 खरीदअधिमाननीति/Purchase Preference Policies: A. Purchase Preference Policy in respect of MSEs

1.9.1 The purchaser intends to give product reservation/purchase preference/price preference in line with current Govt. of India procurement policies, **as amended from time to time**, to help inclusive national economic growth by providing long term support to **"Micro and Small Enterprises (MSEs)"** and disadvantaged sections of the society and to address environmental concerns along with preferential market access in govt. procurements.



1.9.2 A bidder in the category of 'Micro and Small Enterprises' (to be supported by valid documents – to be uploaded along with technical bid), qualifying for price-bid and quoting price within price band of **L1+15** percent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise shall be allowed to supply up to 25 percent of the total tendered value (ratio of non-MSME and MSME will be 80:20).

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

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

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

- (a) Subject to the provisions of **Order No.P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Ministry of Commerce and Industry, Government of India** and to any other specific instructions issued by the Nodal Ministry or in pursuance of this Order as on date of issue of this tender enquiry, purchase preference shall be given to '**Class-I Local Supplier**' in procurements undertaken by procuring entities in the manner specified here under.
- (b) In the procurements of goods or works, which are covered by **para3(b) of Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020** of Ministry of Commerce and Industry, Government of India above and which are divisible in nature, the '**Class-I local Supplier**' shall get purchase preference over '**Class-II Local supplier**' as well as '**Non-local Supplier**', as per following procedure.
- i. Among all qualified bids, the lowest bid will be termed as **L1**. If L1 is '**Class-I Local Supplier**', the contract for full quantity will be awarded to L1.
  - ii. If **L1** bid is not a '**Class-I Local Supplier**', **50%** of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the '**Class-I local Supplier**' will be invited to match the L1 price for the remaining 50% quantity subject to the '**Class-I Local Supplier's**' quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such '**Class-I Local Supplier**' subject to matching the L1 price. In case such lowest eligible '**Class-I Local Supplier**' fails to match the L1 price or accepts less than the offered quantity, the next higher '**Class-I Local Supplier**' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on '**Class-I Local Suppliers**, then such balance quantity may also be ordered on the L1 bidder.
- (c) In the procurements of goods or works, which are covered by **Para 3(b)of Order No.P-45021/2/2017-PP (BE-II) dated 16th September 2020** of the Ministry of Commerce and Industry, Government of India and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the '**Class-I Local Supplier**' shall get **purchase preference** over '**Class-II Local Supplier**' as well as '**Non-local supplier**', as per following procedure.
- i. Among all qualified bids the lowest bid will be termed as **L1**. If L1 is '**Class-I Local Supplier**', the contract will be awarded to L1.

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

(d)"Class-II Local Supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

### 1.10. बोलीकेदस्तावेज़ /Documents Comprising theBid

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

#### A. Technical Bid

- (a) Bidder Information Form;
- (b) Declaration abiding by the 'Code of Integrity and no conflict of interest for public procurement';
- (c) Bid Security as specified in the Invitation to Bids;
- (d) Service support details form;
- (e) Deviation Statement Form;
- (f) Performance Statement Form;
- (g) Manufacturer's Authorization Form along with a certified copy of the Agency Agreement between the bidders and the Indian Agent, if applicable.
- (h) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
- (i) Documents establishing goods eligibility and conformity to bidding document; indicating the Indian Customs Tariff Number (ICT & HSN No.)
- (j) **Self-certificationthattheitem offeredmeetstheminimumlocal content as per class of supplierandshallgivedetailsof the location(s)atwhichthelocal valueadditionismade in case the bidder wishes to avail the benefits under the "Make in India" policy, if applicable.**
- (k) Bill of materials showing all the part numbers, detailed specifications with quantities of all items individually.
- (l) **MSE CERTIFICATE, IF APPLICABLE.**
- (m) 'Valid Registration Certificate' for Bidders sharing land borders with India.

#### B. Price Bid

- (a) Bidform;
- (b) Applicable Price ScheduleForm;

### 1.11. Bid form and priceschedule

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 BidPrices**

- 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:
- (i) The price of the goods quoted 'Ex-works' including taxes already paid.
  - (ii) GST and other taxes, explicitly mentioning **applicable rate**, 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/CMC, site preparation and training including any incidental services, if any.
- 1.12.3 Where there is no mention of packing, forwarding, freight, insurance charges, taxes etc. such offer shall be rejected as incomplete.
- 1.12.4 The price quoted shall remain fixed during the contract period and shall not vary on any account
- 1.12.5 All lots and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Lots or items not listed in the Price Schedule shall be assumed to be not included in the bid.
- 1.12.6 The Purchaser is registered with Dept. of Scientific & Industrial Research, 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.  
**Note:** All payments due under the contract shall be paid after deduction of statutory levies at source (like ITTDS, GSTTDS, etc.), as per applicability.
- 1.12.7 Please state specifically in your offer whether the duties and taxes are extra over the prices quoted, failing which it will be presumed that the prices are inclusive of taxes and duties and no claim would be entertained for statutory variations at a later date.
- 1.12.8 Stipulations like "GST" is presently not applicable but the same will be charged if it becomes leviable later on" is not acceptable unless in such cases it is clearly stated that GST will not be charged if the same becomes applicable later on due to increase in turn

over etc. If a bidder fails to comply with this requirement, his quoted price shall be loaded with the quantum of duty which is normally applicable on the item in question for the purpose of comparison with the prices of other tenderers.

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

**1.13. बोलीकीमुद्राएं/BidCurrencies**

**1.13.1 Prices shall be quoted in Indian Rupees only. Bids in currency other than Indian Rupee (INR) will be REJECTED summarily / ab initio as unresponsive.** However, **multi-currency bidding** is allowed in case of proprietary equipment procured from overseas manufacturer and spares and consumables of such proprietary equipment eligible for Global Tender Enquiry (GTE) in terms of Govt. of India orders No. No. F/12/17/2019/PPD dt.29<sup>th</sup> Oct., 2020 and No.F.20/45/2020-PPD dt. 8<sup>th</sup> Jan., 2021, as amended from time to time(**Permitted/ Not Permitted** in this case).

**1.14. बोलीदाताओं की पात्रता और योग्यताओं को प्रमाणित करने वाले दस्तावेज़ / Documents Establishing Bidder's Eligibility and qualifications**

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

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

- (a) The bidder meets the qualification criteria listed in bidding documents, if any.
- (b) Bidder who doesn't manufacture the goods it offers to supply shall submit **Manufacturers' Authorization Form (MAF)** using the form specified in the bidding document to demonstrate that it has been duly authorized by the manufacturer of the goods to quote and/or supply the goods.
- (c) 'Make in India' local content declaration
- (d) MSE Certificate
- (e) Land Border Registration Certificate

**1.14.2 Conditional tenders shall not be accepted.**

**1.15 मालकीपात्रताऔरबोलीदस्तावेज़ोंकीअनुरूपताकोप्रमाणितकरनेवालेदस्तावेज़ / 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. बोलीप्रतिभूति / BID SECURITY (NOT APPLICABLE): *Bid Securing Declaration to be submitted by the Bidder on their Letter Head as per Form-4 of the Tender Document*

1.16.1 Bid Securing Declaration to be uploaded online in CPPP in <https://etenders.gov.in> along with Bid.

1.16.2 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 or Bid Securing Declaration. Copy of valid document in support of claim must be uploaded along with technical bids on etenders.gov.in.** 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 **UdyogAadharMemorandum** 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) CoirBoard
- e) National Small Industries Corporation
- f) Directorate of Handicraft and handloom and
- g) Any other body specified by the Ministry of MSME

1.16.3 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 Action in terms of '**BidSecuring Declaration**' may be initiated:

- (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.

### 1.17. बोलियोंकीवैधताअवधि / Period of Validity of Bids

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

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

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

### 1.18. बोलीकाफार्मेटऔरबोलीपरहस्ताक्षर / Bid Format and Signing of Bid

1.18.1 The bids may be submitted in ~~single envelop~~ / online in **single/ two**Bidsystemor ~~online in two parts~~ as specified in the '**Invitation for Bids (ITB)**'.

1.18.2 In case the bids are invited on single envelop basis, then the Bidder shall prepare two copies of the bid, clearly marking each "Original Bid" and "Copy Bid", as appropriate. In the event of any discrepancy between them, the original shall govern.

1.18.3 In case the bids are invited on **two-bid system**, the Bidder shall submit the bids online 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 **Price Bid** comprising bid form and price schedules. **(Not Applicable for This Tender)**

1.18.4 The bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid detailing his/her name and contact details.

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

### **C.Submission and sealing ofBids**

#### **1.19. बोलियांप्रस्तुतकरना,सीलबंदकरनाऔरअंकितकरना /Submission, Sealing and Marking ofBids**

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

1.19.2 In the case of bids invited on **two-part** basis, the Bidder shall submit online the un-priced commercial and technical bid comprising the documents as listed in ITB 1.10.1 and the priced bid **online**. **(Not Applicable for This Tender)**

1.19.3**The bids should be submitted online only**

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

#### **1.20. बोलियांप्रस्तुतकरनेकीसमय-सीमा / Deadline for Submission ofBids**

1.21. Bids must be received by the Purchaser **online** not later than the time and date specified in **invitation for bids** / <https://etenders.gov.in>.

1.21.1The Purchaser may, at its discretion, extend the deadline for submission of bids by amending the bid documents in accordance with Clause relating to Amendment of Bidding Documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadlineas extended.

#### **1.22. विलंबितबोलियां / Late Bids**

1.22.1Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser will be **rejected**.

1.22.2 Such tenders shall be marked as **late** and not considered for further evaluation. They shall not be opened at all and be returned to the bidders in their original envelope without opening.**(Not applicable in case of ONLINE Bid)**.

#### **1.23. बोलियां वापसलेना,प्रतिस्थापितकरनाऔरआशोधितकरना /Withdrawal, substitution and Modification ofBids.**

1.23.1Withdrawal, substitution and modification of bids will be as per provisions / facilities available to bidder <https://etenders.gov.in>.

### **D. Opening and Evaluation ofBids**

### **1.23 खरीदारद्वाराबोलियांखोलाजाना/Opening of Bids by the Purchaser**

1.23.1 The Purchaser will open all bids **online** on <https://etenders.gov.in> only. Sometimes opening of bids online may get delayed due to technical or other administrative reasons, which does not mean that any extension of bid submission time and date has been considered, unless same is specifically notified in **CPPP**.

### **1.24. गोपनीयता/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 '**Award of Contract (AOC)**'.

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. बोलियोंकास्पष्टीकरणबोलियोंकास्पष्टीकरण/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 negotiations 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. प्रारंभिकजांच / Preliminary Examination**

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

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

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

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



- (i) **The Bid is unsigned.**
- (ii) The Bidder is not eligible.
- (iii) The Bid validity is shorter than the required period.
- (iv) The Bidder has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer.
- (v) Bidder has not agreed to give the required performance security or
- (vi) Bidder has not furnished the bid security or furnished EMD exemption documents or bid securing declaration.
- (vii) The goods quoted are sub-standard, not meeting the required specification, etc.
- (viii) Against the schedule of Requirement (incorporated in the tender enquiry), the bidder has not quoted for the entire requirement as specified in that schedule.
- (ix) The bidder has not agreed to some essential condition(s) incorporated in the tender enquiry.

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

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

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

- h) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

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

## **1.28 बोलियोंकीअनुक्रियाशीलता /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 अननुरूपता, भूलऔरलोप/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 निबंधन और शर्तों की जांच, तकनीकी मूल्यांकन/Examination of Terms & Conditions**

#### **Technical Evaluation**

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

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

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

1.31 **एकल मुद्रा में परिवर्तन/ Conversion to Single Currency-लागू /नसमू**  
**नहीं (APPLICABLE/NOT APPLICABLE).**

### **1.32 बोलियों का मूल्यांकन और उन की तुलना /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 all “**Class I and Class II local suppliers**” in all procurements undertaken by the purchaser in the following manner:

- a) Where the purchaser has restricted the eligibility of suppliers to **Indian suppliers only** as per **Para 24** of the invitation to bid
- b) In the procurements of goods or works, which are covered by **para 3(b) of Order No.P-45021/2/2017-PP (BE-II) dated 16th September 2020** of Ministry of Commerce and Industry, Government of India and which are divisible in nature, the '**Class-I Local Supplier**' shall get purchase preference over '**Class-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-II local supplier**', the contract for full quantity will be awarded to L1.
  - ii. If L1 bid is not a '**Class-I local supplier**', **50%** of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the '**Class-I local supplier**' will be invited to match the L1 price for the remaining **50%** quantity subject to the **Class-I local supplier's** quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such '**Class-I local supplier**' subject to matching the L1 price. In case such lowest eligible '**Class-I local supplier**' fails to match the L1 price or accepts less than the offered quantity, the next higher '**Class-I local supplier**' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on '**Class-I local suppliers**', then such balance quantity may also be ordered on the L1 bidder.
- (c) In the procurements of goods or works, which are covered by **para 3(b) of Order No.P-45021/2/2017-PP (BE-II) dated 16th September 2020** of Ministry of Commerce and Industry, Government of India and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the '**Class-I local supplier**' shall get purchase preference over '**Class-II local supplier**' as well as '**Non-local supplier**', as per following procedure.
  - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is '**Class-I local supplier**', the contract will be awarded to L1.
  - ii. If L1 is not '**Class-I local supplier**', the lowest bidder among the '**Class-I local supplier**', will be invited to match the L1 price subject to '**Class-I local supplier's**' quoted price falling within the margin of purchase preference and the contract shall be awarded to such '**Class-I local supplier**' subject to matching the L1 price.
  - iii. In case such lowest eligible '**Class-I local supplier**' fails to match the L1 price, the '**Class-I local supplier**' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the '**Class-I local supplier**' within the margin of

purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

- (d) **"Class-II local supplier"** will not get purchase preference in any procurement, undertaken by procuring entities.
- (e) Margin of Purchase Preference will be as per **Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020** of Ministry of Commerce and Industry, Government of India

1.32.4 Further, in tender, where the items are divisible, the participating **'Micro and Small Enterprises(MSE)'** quoting price within price band of **L1+15 (fifteen) per cent** shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to **25 (twenty) per cent** of total tendered value. The 25 (twenty) per cent quantity is to be distributed proportionately among these bidders, in case there are more than one MSMEs within such price band.

1.32.5 Within this 25% (Twenty Percent) quantity, a purchase preference of four per cent (that is, 20 (twenty) per cent out of 25 (twenty) per cent) is reserved for MSEs owned by Scheduled Caste (SC)/Scheduled Tribe (ST) entrepreneurs (if they participate in the tender process and match the L1 price). Provided that, in event of failure of such SC/ST MSE to participate in tender process or meet tender requirements and L1 price, four per cent sub-target shall be met from other MSE.

1.32.6 In case the items are not divisible, then the **MSE** quoting price within price band **L1 + 15%** may be awarded for full/complete supply of total tendered quantity to MSE, considering the spirit of the policy for enhancing the Government procurement from MSEs.

1.32.7 The order of precedence for **purchase preference** shall be make in India followed by the public procurement policy for **MSEs**.

1.32.8 The bids shall be evaluated on the basis of **final landing cost** which shall be arrived asunder:

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

1.32.9 The invitation to bid shall specify the mode of transport i.e., whether by air/road/rail/courier.

1.32.10 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.

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

### **1.33 संविदापरहस्ताक्षरकरना / Signing of Contract**

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 Postqualification**

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.

## **E. AWARD OF CONTRACT**

### **1.35 परक्रमण / 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 अवार्डमानदंड / 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 अवार्डकरतेसमयमात्राओंमेंअंतरकरनाखरीदारकाअधिकार/Purchaser's right to vary Quantities at Time ofAward**

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 विकल्पखंड /OptionClause**

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 किसीबोलीकोस्वीकारकरनाऔरकिसीबोलीयासभीबोलियोंकोअस्वीकारकरनाखरीदारकाअधिकार/ Purchaser's right to accept Any Bid and to reject any or AllBids**

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 अवार्डकीअधिसूचना / Notification ofAward**

1.40.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder through '**Award of contract (AOC)**' on <https://etenders.gov.in/> that the bid has been accepted and a separate purchase order shall follow through post/registered letter or by cable or telex or fax or e mail.

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 promptly notify each unsuccessful Bidder and will discharge its bidsecurity.

**1.41 अनुबंध परहस्ताक्षरकरना /Signing of Contract**

1.41.1 Promptly after notification, the Purchaser shall send the successful Bidder the Agreement/Purchase Order (PO).

1.41.2 Within fourteen (**14**) days of date of the Purchase Order, the successful Bidder shall sign, date, and return it to the Purchaser.

**1.42 आर्डरस्वीकृतकरना / Order Acceptance**

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

1.42.2 The order confirmation must be received within **14 days**. However, the 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 निष्पादनप्रतिभूति / 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 the purchase order, valid till **60 days** after the **warranty** period.

1.43.2 The proceeds of the **Performance Security (PS)** shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

1.43.3 The Performance Security shall be denominated in **Indian Rupees** for the offers received for supplies within India.

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

1.43.5 The **Performance Security (PS)** 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 Foreign bank with preferably its operating branch in India in the form provided in the bidding documents. Or
- (b) A **Banker's cheque or Account Payee Demand Draft** in favor of the purchaser. Or,
- (c) A **Fixed Deposit Receipt** pledged in favor 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, 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.

**1.44.0 बोली -पूर्व सम्मेलन /Pre-bid Conference(PBC)(NOT APPLICABLE FOR THIS TENDER)**

**1.44.1 NOT APPLICABLE**

**1.45 ऑनलाइन बोली प्रस्तुत करने के लिए निर्देश /Instructions for Online Bid Submission**

**Special Instructions to the Bidders for the submission of the e-bids online through the Central Public Procurement Portal(CPPP)-<https://etenders.gov.in>**

- a) Bidder should do **Online Enrolment** in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA/GNFC/IDRBT/MtnlTrustline/SafeScript/TCS.
- b) Bidder then logs into the portal giving user id / password chosen during enrollment.
- c) The e-token that is registered should be used by the bidder and should not be misused by others. d) DSC once mapped to an account cannot be remapped to any other account. It can only be Inactivated.
- e) The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
- f) After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.

- g) **The BOQ template must not be modified /replaced** by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
- h) If there are any clarifications, this may be obtained online through the eProcurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
- i) Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
- j) Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
- k) The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids
- l) The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
- m) There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
- n) It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids Which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
- o) In case of Offline payments, the details of the Earnest Money Deposit(EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected.
- p) The **Tender Inviting Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
- q) The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
- r) At the time of freezing the bid, the eProcurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.

- s) After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
- t) Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
- u) The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected v) The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
- w) All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
- x) During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer(SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
- y) The bidders are requested to submit the bids through online eProcurement system to the TIA well before the bid submission end date and time (as per Server System Clock)

**अध्याय**  
**CHAPTER 2**

**अनुबंधकीशर्ते**  
**CONDITIONS OF CONTRACT**

**अ. अनुबंधकीसामान्यशर्ते (अ.सा.श.)**  
**A. GENERAL CONDITIONS OF CONTRACT(GCC)**

**विषय-तालिका**  
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**अनुबंधकीसामान्यशर्ते (अ.सा.श.)/ GENERAL CONDITIONS OF CONTRACT (GCC)**

**2.1 परिभाषा/ 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 therefrom, as may be made pursuant to the Contract.
- (d) "Day" means calendar day.
- (e) "Completion" means the fulfilment of the Goods and related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) "GCC" means the General Conditions of Contract.
- (g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (h) "Related Services" means the services incidental to the supply of the goods, such as transportation, insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (i) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (j) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (k) The "Council" means the Council of Scientific & Industrial Research (CSIR), registered under the Societies Registration Act, 1860 of the Govt. of India having its registered office at 2, Rafi Marg, New Delhi-110001, India.
- (l) The "Purchaser" means any of the constituent Laboratory/Institute of the Council situated at any designated place in India as specified in invitation to bids.

- (m) "The final destination," where applicable, means **CSIR-CENTRE FOR CELLULAR & MOLECULAR BIOLOGY (CCMB), Habsiguda, Uppal Road, Telangana- 500007, India or any of its office located in Hyderabad like LaCONES, MBT, as specified in the Purchase Order.**
- (n) **Competent Authority** means Registration Committee constituted by Department of Promotion of Industry and Internal Trade (DPIIT)
- (o) **'Local content'** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent in accordance with order no. P-45021/2/2017-PP (BE-II) dated 16.09.2020 by Ministry of Commerce and Industry, Government of India.
- (p) **'Class-I Local Supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' in accordance with order no. P-45021/2/2017-PP (BE-II) dated 16.09.2020 by Ministry of Commerce and Industry, Government of India, as amended from time to time.
- (q) **'Class-II Local Supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for Class-II local supplier' but less than that prescribed for Class-I local supplier' in accordance with order no. P-45021/2/2017-PP (BE-II) dated 16.09.2020 by Ministry of Commerce and Industry, Government of India, as amended from time to time.
- (r) **'Non - Local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' in accordance with order no. P-45021/2/2017-PP (BE-II) dated 16.09.2020 by Ministry of Commerce and Industry, Government of India, as amended from time to time.
- (s) **'Margin of purchase preference'** means the maximum extent to which the price quoted by a "Class-I local supplier' may be above the L1 for the purpose of purchase preference in accordance with order no. P-45021/2/2017-PP (BE-II) dated 16.09.2020 by Ministry of Commerce and Industry, Government of India.
- (t) **'Nodal Ministry'** means the Ministry or Department identified pursuant to in accordance with order no. P-45021/2/2017-PP (BE-II) dated 16.09.2020 by Ministry of Commerce and Industry, Government of India in respect of a particular item of goods or services or works, as amended from time to time.

## 2.1 संविदा दस्तावेज /Contract Documents

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

## 2.2 सत्यनिष्ठा संहिता /Code of Integrity

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

- a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the purchaser;
- b) Forfeiture or encashment of any other security or bond relating to the procurement;
- c) Recovery of payments including advance payments, if any, made by the Purchaser along with interest thereon at the prevailing rate.
- d) Provisions in addition to 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.

## 2.3 संयुक्त उपक्रम , संघ और संगति /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.

## 2.4 आपूर्ति का लक्ष्य /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 आपूर्तिकर्ता का उत्तरदायित्व / 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.



## **2.6 संविदा मूल्य / 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 प्रतिलिप्यधिकार / Copyright**

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.

## **2.8 अनुप्रयोग / Application**

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

## **2.9 मानक/ Standards**

2.9.1 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.

## **2.10 संविदा दस्तावेज एवं सूचना का उपयोग / Use of Contract Documents and Information**

2.10.1 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.

2.10.2 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.

2.10.3 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.

## **2.11 एकस्व अधिकार क्षतिपूर्ति / Patent Indemnity**

2.11.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause

2.11.2 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.

2.11.3 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.

## 2.12 निष्पादनप्रतिभूति/ Performance Security

2.12.1 Within **21 days** of receipt of the notification of award/PO, the Supplier shall furnish performance security in the amount specified in Purchase Order, valid till 60 days, prescribed shelf life of six months.

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

2.12.3 The **Performance Security** shall be denominated in **Indian Rupees** for the offers received for supplies within India.

2.12.4 In the case of **imports**, the PS may be submitted either by the principal or by the Indian agent and, in the case of purchases from indigenous sources, the PS may be submitted by either the manufacturer or their authorized dealer/bidder. **(Not Applicable)**.

2.12.5 The **Performance Security** of **3%** of the Contract Value shall be in one of the following forms:

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

Or

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

Or

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

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

2.12.7 In the event of any contract amendment, the supplier shall, within 21 days of receipt of

such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.

2.12.8 The order confirmation 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.

2.12.9 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.

### **2.13 निरीक्षण एवं जाँच /Inspections and Tests**

2.13.1 The inspections & test, training required would be as detailed in invitation to bid.

### **2.14 पैकिंग/ Packing**

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

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

2.14.3 The marking and documentation within and outside the packages shall be:

- (a) Each package should have a packing list within it detailing the part No(s), description, quantity, etc.
- (b) Outside each package, the contract No., the name and address of the purchaser and the final destination should be indicated on all sides and top.
- (c) Each package should be marked as 1/x, 2/x, 3/x.....x/x, where "x" is the total No. of packages contained in the consignment.

- (d) All the sides and top of each package should carry an Appropriate indication/label/ stickers indicating the precautions to be taken while handling/storage.

## 2.15 सुपर्दगी एवं दस्तावेज / Delivery and Documents

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

### For goods manufactured within India

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

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

Note:

**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).**

- 2.15.2 The **mode of transportation** shall be as specified in invitation to bid. Any change may be intimated as per requirement.

## 2.16 बीमा / Insurance

- 2.16.1 Should the purchaser elect to buy on **FOR Destination basis** the Goods supplied under the Contract shall be fully insured against any loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. The Insurance shall be for an amount equal to 110% of the F.O.R Destination value of the contract from within "warehouse to warehouse (final destination)" on "**all risk basis**" including strikes, riots and civil commotion (SRCC Clause).

- 2.16.2 Where delivery of the goods is required by the purchaser on F.O.R Destination basis the supplier shall arrange and pay for Cargo Insurance, naming the purchaser as beneficiary and initiate & pursue claims till settlement, on the event of any loss or damage.

2.16.3 Where delivery is on **ex-works** basis, insurance up to the final destination would be the responsibility of the purchaser only.(**Not applicable**).

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

## **2.17 परिवहन / Transportation**

2.17.1 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.

2.17.2 The transportation shall be done by well reputed transporter and in suitable vehicle depending on nature of cargo.

## **2.18 प्रासांगिक सेवार्ये / Incidental Services**

2.18.1 The supplier may be required to provide any or all of the services, including training, if any, specified in invitation to bid.

## **2.19 कल-पुर्जे /Spare Parts**

2.19.1 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.

## 2.20 गारंटी /Warranty

- 2.20.1 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.
- 2.20.2 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.
- 2.20.3 **The product to have minimum shelf life of Six to Eightmonths.**
- 2.20.4 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.
- 2.20.5 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.
- 2.20.6 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.
- 2.20.7 Goods requiring warranty replacements must be replaced on free of cost basis to the purchaser.

## 2.21 भुगतान की शर्तें/Terms ofPayment

- 2.21.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as specified in the Purchase Order.
- 2.21.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to Delivery and document Clause of the GCC and upon fulfilmentof other obligations stipulated in the contract.
- 2.21.3 Payments shall be made normally made by the Purchaser in thirty **(30) days** after submission of the invoice or claim by the Supplier, subject to **final acceptance** of supplied goods including successful installation and commissioning, as per applicability. 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 thecontract.
- 2.21.4 Payment shall be made in **Indian Rupees/currency**only as indicated in the contract/

Purchase Order.

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

## **2.22 आदेश में बदलाव एवं अनुबंध संशोधन /Change Orders and ContractAmendments**

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

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

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

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

### **1.23 सुपुर्द कार्य/Assignment**

2.23.1 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.

## **2.24 उप-संविदा/ Sub-contracts**

2.24.1 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

2.24.2 In all cases where subcontract has been done the Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or duties or obligation under the contract

2.24.3 Where ever subcontracting is applicable a certificate (as per item in sl.no.13 of chapter 3) on the letter head of the bidder along with seal and signature of the person signing the bid must be submitted along with other necessary certificates

## **2.25 समय का विस्तार/Extension oftime**

2.25.1 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.

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

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

## **2.26 परिनिर्धारित नुकसान की धारा/Liquidated Damages**

2.26.1 Subject to **GCC Clause** on Force Majeure, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to **0.5%** of the delivered price of the delayed Goods or unperformed Services or contract value in case the delivered price of the delayed goods or unperformed services cannot be ascertained from the contract, for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of **10%**. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause on Termination for Default.

## **2.27 चूक के लिए समाप्ति / Termination for Default**

2.27.1 **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.

2.27.2 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.

## **2.28 प्राकृतिक आपदा/ForceMajeure**

- 2.28.1 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 ForceMajeure.
- 2.28.2 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 freightembargoes.
- 2.28.3 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.
- 2.28.4 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.

## **2.29 दिवालीयापन के कारण समाप्ति / Termination for Insolvency**

- 2.29.1 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.

## **2.30 उपयुक्तता के कारण समाप्ति/ Termination forConvenience**

- 2.30.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomeseffective.
- 2.30.2 The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

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

### **2.31 विवाद का निपटारा/ Settlement of Disputes**

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

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

2.31.3 The dispute settlement mechanism/arbitration proceedings shall be concluded asunder:

- (a) If any dispute or difference arises between the parties hereto as to the construction, interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this Agreement, such disputes or differences shall be referred to **Delhi International Arbitration Centre(DIAC), New Delhi**. A reference to the Arbitration under this Clause shall be deemed to be submission within the meaning of the Arbitration and Conciliation Act, 1996 and the rules framed thereunder for the time being in force. Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrators otherwise decides in theAward.

2.31.5 Notwithstanding, any reference to arbitration herein,

- (a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due the Supplier.

### **2.32 शाशकीय भाषा /Governing Language**

2.32.1 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**.

### **2.33 लागू कानून / ApplicableLaw**

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

#### 2.34 सूचना/ Notices

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

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

#### 2.35 कर एवं शुल्क / Taxes and Duties

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

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

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

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

2.35.5 **Customs Duty** - If the supply is from abroad this Institute is permitted to import goods as per notification No.51/96 - Customs and pay a concessional duty up to 5% as per notification 24/2002 - Customs on all imports in case of Proprietary /Single Tender Enquiry / Global Tender Enquiry.

#### 2.36 दोषयुक्त समान के उपयोग का अधिकार/ Right to use Defective Goods

2.36.1 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.

#### 2.37 नुकसान से सुरक्षा/Protection against Damage

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

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

(b) Frequency 50Hz.

2.38 **कार्यस्थल की तैयारी एवं स्थापना / Site preparation and installation**

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

2.39 **आयात एवं निर्यात अनुज्ञप्ति/ Import and ExportLicenses(Not Applicable in case of Open Tenders restricted to Indian suppliers).**

2.40 **जोखिम की खरीद की धारा/ Risk PurchaseClause**

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

2.41 **विकल्प खंड/ OptionClause**

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

2.42 **आदेश की पावती/ Order Acceptance**

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

**B SPECIAL CONDITIONS OF CONTRACT (SCC)**

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Sl. No.	GCC Clause
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06.	GCC 2.16.3
07.	GCC 2.17.1
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09.	GCC 2.22.1
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**Special conditions of contract (SCC)**

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

S.N.	GCC Clause Ref	Condition
1	GCC 2.1.1(m)	The Purchaser is: <i>Director, CSIR-Centre for Cellular &amp; Molecular Biology (CCMB), Habshiguda, Hyderabad-500007, Telangana State, India</i>
2	GCC 2.1.1(n)	The Final Destination is: <i>CSIR-Centre for Cellular &amp; Molecular Biology (CCMB), Uppal Road, Habshiguda, Hyderabad, Telangana State, India*</i> <i>*In some cases item needs to be delivered to <b>CCMB MBT Complex or LaCONES, Hyderabad</b>, as indicated in Purchase Order.</i>
3	GCC 2.13.1	<b>Performance Security (NOT APPLICABLE)</b> The amount of the Performance Security (PS) shall be <b>03%</b> of the contract value to be submitted within 21 days from the date of PO valid up to 60 days after the date of completion of performance obligations including complete warranty obligations.
4.	GCC 2.15.2	The method and marking and documentation within and outside the packages shall be: (a) Each package should have a packing list within it detailing the part No.(s), description, quantity etc.  (b) Outside each package, the contract No., the name and address of the purchaser and the final destination should be indicated on all sides and top. (c) Each package should be marked as 1/x, 2/x, 3/x.....x/x, where “x” is the total No. of packages contained in the consignment. (d) All the sides and top of each package should carry an Appropriate indication/ label/ stickers indicating the precautions to be taken while handling/storage.
5.	GCC 2.16.1	Details of Shipping and other Documents to be furnished by the Supplier are : <b><u>For goods manufactured within India</u></b> Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by registered post / speed post and copies thereof by FAX/Email. (a) Two copies of Supplier’s Invoice indicating, <i>inter-alia</i> description and specification of the goods, quantity, unit price, total value with relevant e-way bill; (b) Packing list; (c) Certificate of country of origin; (d) Insurance certificate, if required under the contract; (e) Railway receipt/Consignment note; (f) Manufacturer’s guarantee certificate and in-house inspection

		<p>certificate;</p> <p>(g) Inspection certificate issued by purchaser's inspector, if any; and</p> <p>(h) Any other document(s) as and when required in terms of the contract.</p> <p><b>Note:</b></p> <p>01. The nomenclature used for the item description in the invoices(S), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s).</p> <p>02. The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p> <p><b><u>For goods manufactured abroad</u></b></p> <p>Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by Registered Post/courier and copies thereof by FAX/Email.</p> <p>(a) Two copies of supplier's Invoice giving full details of the goods including quantity, value, etc.;</p> <p>(b) Packing list;</p> <p>(c) Certificate of country of origin issued by supplier;</p> <p>(d) Manufacturer's guarantee and Inspection certificate;</p> <p>(e) Inspection certificate issued by the Purchaser's Inspector, if any;</p> <p>(f) Insurance Certificate, if required under the contract;</p> <p>(g) Name of the Vessel/Carrier;</p> <p>(h) Bill of Lading/Airway Bill;</p> <p>(l) Any other document(s) as and when required in terms of the contract.</p> <p><b>Note:</b></p> <p>01.The nomenclature used for the item description in the Invoices (s), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s).</p> <p>02.The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p> <p>03.The clearing of the consignment at Hyderabad Airport / ICD shall be done by authorized Custom House Agents (CHA) of CSIR-CCMB. The corresponding shipping documents shall invariably be forwarded to them accordingly. It is mandatory to give us as well as our CHA, a PRE-ALERT before the consignment is dispatched. If there is delay in clearing of the consignment for not giving timely Pre-Alert, demurrage (Ware house charges), if applicable has to be refunded to us by the bidder/ supplier without exception.</p>
6	GCC 2.16.3	<p><b><u>Delivery – Mode of Transportation/Shipment</u></b></p> <p>a) In case of supplies from <b>within India</b>, the mode of transportation shall be by <b>Road</b>.</p> <p>b) In case of supplies from abroad, the mode of transportation shall be by <b>AIR</b></p>

7.	GCC 2.17.1	<p><b><u>Insurance</u></b>  <b><u>From Abroad</u></b>                      The Insurance shall be for an amount equal to <b>110% of the CIF or CIP</b> value of the contract from within “<b>warehouse to warehouse (final destination)</b>” on “<b>all risk basis</b>” including strikes, riots and civil commotion.  <b><u>Within India</u></b>                      The Insurance shall be for an amount equal to <b>110% of the invoice value</b> of the contract from “<b>warehouse to warehouse (final destination)</b>” on “<b>all risk basis</b>” including strikes, riots and civil commotion.</p>
8.	GCC 2.21.3	<p>The supplied goods shall have minimum shelf life <b>6 to 8 months</b> from the <b>date of final acceptance</b> of supplied equipment/ item by CCMB User.</p>
9.	GCC 2.22.1	<p><b><u>Payment Terms</u></b></p> <p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><b><u>A. Payment for Goods supplied from abroad</u></b></p> <p>Payment of foreign currency portion shall be made in currency of the Contract in the following manner -</p> <ol style="list-style-type: none"> <li>a. <b>On Shipment:</b> <b>90 percent (90%)</b> of the Contract Price of the Goods shipped shall be paid through <b>irrevocable letter of credit</b> opened in favour of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 2.16</li> <li>b. <b>On Acceptance:</b> <b>10 percent (10%)</b> of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of Goods and successful installation &amp; commissioning upon submission of claim supported by the <b>acceptance certificate</b> issued by the CCMB user along with the Performance security, if any.</li> <li>c. The LC for 100% value of the contract shall be established after deducting the agency commission payable if any, to the Indian agent from the FOB/FCA value</li> <li>d. The L/C will be confirmed at the suppliers cost, if requested specifically by the supplier.</li> <li>e. All bank charges abroad shall be to the account of the beneficiary i.e. supplier and all bank charges in India shall be to the account of the opener i.e. purchaser.</li> <li>f. If L/C is requested to be extended/ reinstated for reasons not attributable to the purchaser, the charges thereof would be to the suppliers' account.</li> <li>g. Payment of local currency portion shall be made in Indian Rupees</li> </ol>



		<p>within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.</p> <p>h. In case any request for amendment of LC is received from supplier, cost of the same needs to be reimbursed by the foreign supplier or their Indian Agent.</p> <p>Alternatively, <b>100%</b> payment by way of <b>wire transfer</b> can be considered at the request of supplier on 30 days credit after receipt of ordered items in complete quantity, subject to its final acceptance by CCMB user.</p> <p><b>B. Payment for Goods and Services supplied from India</b></p> <p>a. 100% payment within thirty (30) days - after receipt of Goods and successful installation &amp; commissioning upon submission of claim <u>duly supported by the acceptance certificate issued by the CCMB user along with the Performance security, if any.</u></p> <p>b. <b>E-Payment:</b> All payments, CSIR-CCMB prefers to make Electronic Transfers (RTGS) through State Bank Of India, Habsiguda Branch, Hyderabad.</p> <p><b>Note:</b>All payments due under the Contract shall be paid after deduction of statutory levies at source (like TDS, Income Tax, etc.), wherever applicable.</p>
10.	GCC 2.27.1	<p><b>Liquidated Damages</b></p> <p>The penalty shall be <b>0.5% per week</b> or part of a week towards late delivery and towards delay in installation and commissioning.</p>
11.	GCC 2.27.1	The maximum amount of penalty shall be <b>10%</b> .
12	GCC 2.34.1	<p><b>Applicable Law / Jurisdiction</b></p> <p>The contract will be subject to applicable Indian laws and jurisdiction of the Competent local court at Hyderabad, India.</p>
13	GCC 2.35.1	<p>For notices, the Purchaser's address is</p> <p><b>The Director,</b>  <b>CSIR- Centre for Cellular &amp; Molecular Biology (CCMB),</b>  <b>Attention: Stores &amp; Purchase Officer</b>  <b>Location: CSIR-CCMB,</b>  <b>Habsiguda,Uppal Road, Hyderabad- 500007, India</b>  <b>Telephone: +91-40-27192681</b>  <b>EPABX: +91-40-27160222 - 41</b>  <b>Facsimile number: +91-30-27160310/311/591</b>  <b>Electronic mail address: <a href="mailto:director@ccmb.res.in">director@ccmb.res.in</a> / <a href="mailto:spo@ccmb.res.in">spo@ccmb.res.in</a></b></p>
14	GCC 2.43.1	<b>Integrity Pact</b> – submission and sign of the <b>Integrity pact</b> in the prescribed format ( <b>Form - 15</b> ) is <b>MANDATORY</b> .
15	GCC 2.43.2	<p>The <b>name</b> and <b>contact details</b> of the <b>Independent External Monitor (IEM)</b> are as under:</p> <p><b>ShriAnand Deep</b>  <b>Independent External Monitor (IEM)</b>  <b>Next to Gurudwara Pandu Nagar,</b>  <b>Kanpur UP 208005</b>  <b>Mobile No. 9044796781</b>  <b><a href="mailto:anand.deep117@gmail.com">anand.deep117@gmail.com</a></b></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)

Term of delivery: **F.O. R Destination** \_\_\_\_\_ (**named place of shipment or named place of delivery**)  
**(retain only one)**

Period of delivery shall count from: \_\_\_\_\_  
 (to be filled by the bidder)

Scope of Supply: \_\_\_\_\_

Training requirement: \_\_\_\_\_

*(Location, no. of persons, period of training, nature of training)*

Date : .....

Place : .....Signature of the Bidder

**Notes for Bidders:**

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

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

The date prescribed herein from which the delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit, date of releasing advance payment etc.).

## Chapter 4

### Specifications and Allied Technical Details of “Promethion P24 sequencing machine manufactured reagents/kits.”

**4.1 End Use:** Used in Promethion P24 sequencing machine manufactured reagents/kits and for the library preparations in COVID 19 sequencing studies and Genome Project sample processing and analysis in research.

#### **4.2 Specifications**

क्रमांक Sl. No.	सामग्री-विवरण Description of items	मात्रा Quantity
01	SQK,LSK109-Ligation sequencing kit	20
02	SQK-LSK110 Ligation sequencing kit	2
03	SQK-DCS109 Direct cDNA Sequencing kit	2
04	EXP-WSH004 Flow Cell wash kit	30
05	EXP-NBD104 Native Barcoding expansion 1-12(PCR -free)	4
06	EXP-NBD114 Native Barcoding expansion 13-24 (PCR-free)	4
07	SQK-RNA002 Director RNA Sequencing kit PromethION	2
08	EXP-NBD196 Native Barcoding Expansion 96	10
09	EXP-CTL001 control Expansion	1
10	FLO-PRO002 PromethION Flow Cell Packs -36 packts	1
11	FLO-MIN106D Flow Cell (R9) –Bulk order of 24	1
12	FLO-MIN111 Flow Cell (R10) – Bulk Order of 24	1
13	EXP-FLP002 Flow Cell Priming kit	10
14	EXP-SFB001 SFB Expansion	10
15	SQK 16S024 16S Barcoding Kit 1-24	01
16	EXP-AUX001 sequencing auxillary vials	05

**4.3 Scope of Supply and incidental works: As per clause 4.2 above**

**4.4 Inspection & Tests: As per clause 4.2 above**

**4.4.1 General**

1. The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified here.
2. The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at the point of delivery and/or at the Goods final destination.
3. Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
4. Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
5. The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at final destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.
6. The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
7. With a view to ensure that claims on insurance companies, if any, are lodged in time, the bidders and /or the Indian agent, if any, shall be responsible for follow up with their principals for ascertaining the dispatch details and informing the same to the Purchaser and he shall also liaise with the Purchaser to ascertain the arrival of the consignment after customs clearance so that immediately thereafter in his presence the consignment could be opened and the insurance claim be lodged, if required, without any loss of time. Any delay on the part of the bidder/ Indian Agent would be viewed seriously and he shall be directly responsible for any loss sustained by the purchaser on the event of the delay.
- ~~8. Before the goods and equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance Manuals together with Drawings of the goods and equipment~~

built. These shall be in such details as will enable the Purchase to operate, maintain, adjust and repair all parts of the works as stated in the specifications. **Not applicable.**

9. The Manuals and Drawings shall be in the ruling language (English) and in such form and numbers as stated in the Contract. Not applicable
10. Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purposes of taking over until such Manuals and Drawing have been supplied to the Purchaser. Not applicable
11. On successful completion of acceptability test, receipt of deliverables, etc. and after the Purchaser is satisfied with the working of the equipment, the acceptance certificate signed by the Supplier and the representative of the Purchaser will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the equipment. Not applicable for this tender.

#### 4.4.2 Manufacturer's Inspection Certificate`

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

#### 4.4.3 Pre-Dispatch Inspection.

Not Applicable

#### 4.4.4 Third Party Inspection (delete if not applicable) or elaborate. **(NOT APPLICABLE FOR THIS TENDER)**

#### 4.4.5 Acceptance Test

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

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

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

**4.5 Training(NOT APPLICABLE FOR THIS TENDER)**

~~Free training should be imparted to Minimum **N/A** of persons of the purchaser at the purchaser's premises for a minimum period of **N/A** on operation, trouble shooting and maintenance of the supplied item~~

**4.6 Warranty**

The product shall have minimum shelf life of **6- 8 months**.

**NOTE:**

- i. The BOQ and Price Schedule submitted by the bidders shall also reflect the same accordingly.

**Price Schedule Form**  
**CHAPTER 5**  
**PRICE SCHEDULE 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
1.											
2.											

**Note:**

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

(b) Cost of Spares, if any

Total Bid price in INR \_\_\_\_\_  
in words \_\_\_\_\_

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

Name \_\_\_\_\_

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

**Note:** The bidder may fill in the appropriate Price Schedule Form and enclose as per Clause 1.10 and 1.18.3 of the bidding documents



## CHAPTER 6

### Qualification Requirements

(Not Applicable in case of Proprietary/ SINGLE TENDER ENQUIRY)

## CHAPTER 7

### Contract Form

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

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

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

BETWEEN

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

01. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
02. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
  - (a) This Contract Agreement
  - (b) Special Conditions of Contract
  - (c) General Conditions of Contract
  - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
  - (e) The Supplier’s Bid and original Price Schedules
  - (f) The Purchaser’s Notification of Award
  - (g) [ *Add here any other document(s)* ]
03. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
04. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

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

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

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

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

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

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

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

For and on behalf of the Supplier

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

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

## CHAPTER 8

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

Sl. No.	Name
01.	Bidder Information Form
02	Bid Form
03.	Manufacturers' Authorization Form
04.	Bid Securing Declaration.
05.	Performance Statement Form (to be enclosed in case of equipment)
06.	Deviation Statement Form
07.	Service Support Detail Form (for equipment)
08.	Format of declaration of abiding by the <b>Code of integrity and conflict of interest</b>
09	Format for declaration by the Bidder on Non-applicability of Exclusion from Restrictions under Rule 144 (xi)
10	Format for declaration by the Bidder for 'Reasonableness of Prices'
11.	Performance Security Form
12.	Acceptance Certificate Form
13.	Format of Affidavit of self-certification regarding domestic value addition
14.	PRICE SCHEDULE FORMS I. FOR GOODS BEING OFFERED FROM INDIA (Form - 14 A) II. FOR GOODS BEING OFFERED FROM ABROAD (Form -14 B) (To be submitted as per applicability)
15.	Integrity Pact ( <b>Mandatory in case of Tender value of 05 Crore and above</b> )

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

**Form -1**  
**Bidder Information Form**

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

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

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

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

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

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

Name \_\_\_\_\_

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

Form -2

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: *[Director, CSIR-CCMB, Uppal Road, Habshiguda, Hyderabad 500007, TS, India]*

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
_____	_____	_____	_____

Form -3  
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: *[Director, CSIR-CCMB, Uppal Road, Habshiguda, Hyderabad 500007, TS, India]*

WHEREAS

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

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

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

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

Title: *[insert title]*

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

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

Form -4  
Bid-Securing Declaration Form

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

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

To  
The Director,  
CSIR-CCMB,  
Uppal Road,  
Habshiguda,  
Hyderabad 500007,  
TS, India

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).

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)



(MANDATORY for Equipment)

Form -5  
**PERFORMANCE STATEMENT FORM**  
(For a period of last 5 years)

Name of the Firm.....

Order Placed by (full address of Purchaser)	Order No. and date	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:

**Form -6**

**DEVIATION STATEMENT FORM**

Sl.No.	Name of Specifications / Parts / Accessories of Tender Enquiry	Specifications of Quote Model / Part /Accessory	Compliance Whether Yes of No	Deviation, if any to be indicated in unambiguous terms (The compliance / Deviation should be supported by relevant Technical Literature)	Technical justification for the deviation, if any. If specification is superior /inferior than asked for in the enquiry, it should be clearly brought out in the justification
1.					
2.					

**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".

**(MANDATORY FOR EQUIPMENT)**

**Form - 7**

**SERVICE SUPPORT FORM**

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

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

Place:

Date:

**FORM - 8**

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

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

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

Date \_\_\_\_\_

To,

The Director,  
CSIR-Centre for Cellular & Molecular Biology (CCMB),  
Habsiguda, Uppal Road,  
Hyderabad- 500 007, Telangana, 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 1.3.0 of ITB of your Tender document and have no conflict of interest.

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

- a
- b
- c

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

Thanking you,

Yours sincerely,

Signature  
(Name of the Authorized Signatory)  
Company Seal

(MANDATORY)

FORM - 9

Format for declaration by the Bidder on  
Non-applicability of Exclusion from Restrictions under Rule 144 (xi) of the General Financial Rules  
(GFRs), 2017

(Ref.- Govt. of India, Ministry of Finance, Dept. of Expenditure Order No. F.No.6/18/2019-PPD dated 23.07.2020 (Public Procurement No.1) and subsequent orders on the subject)

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

Date \_\_\_\_\_

To,

The Director,  
CSIR-CCMB,  
Hyderabad- 500007.

Sir,

With reference to your Tender No. \_\_\_\_\_ dated \_\_\_\_\_ I/We hereby undertake that *"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.*

*[Where applicable, evidence of valid registration by the Competent Authority shall be attached]"*

Thanking you,

Yours sincerely,

Signature  
(Name of the Authorized Signatory)  
Company Seal

(MANDATORY)

FORM -10

Format for declaration by the Bidder for 'Reasonableness of Prices'  
(On the Letter Head of the Bidder)

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

Date \_\_\_\_\_

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

Sir,

With reference to your Tender No. \_\_\_\_\_ dated \_\_\_\_\_ I/We hereby  
certify that the price/s offered vide our Quotation No. \_\_\_\_\_ dated  
\_\_\_\_\_ is reasonable.

We further certify that the quoted prices are the minimum and we have not quoted the  
same item/s on lesser rates than those being offered to CCMB, to any other customers.

Thanking you,

Yours sincerely,

Signature  
(Name of the Authorized  
Signatory)  
Company Seal

Form -11  
PERFORMANCE SECURITY FORM

**MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY**

To,

.....

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

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

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

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

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

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

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

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

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

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

**Form -12**  
**ACCEPTANCE CERTIFICATE FORM**

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

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

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

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

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

2) The same has been installed and commissioned.

(a) Contract No. \_\_\_\_\_ Date \_\_\_\_\_

(b) Description of the equipment \_\_\_\_\_

(c) Name of the consignee \_\_\_\_\_

(d) Scheduled date of delivery of the consignment to the Lab./Instts. \_\_\_\_\_

(e) Actual date of receipt of consignment by the Lab./Instts. \_\_\_\_\_

(f) Scheduled date for completion of installation/commissioning \_\_\_\_\_

(g) 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

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

or

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

(a) .....

(b) .....



(c) .....

(d) .....

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

For Supplier

For Purchaser

Signature .....

Signature.....

Name .....

Name.....

Designation .....

Designation.....

Name of the firm.....

Name of the Lab/Instt.....

Date .....

Date.....

## Form - 13

### Format for Self Certification by "Class I Supplier or Class II supplier" regarding Local Content

Format for Affidavit of Self Certification regarding Local Content in aR & D Equipment to be provided by the supplier on letter head duly signed by the authorized signatory along with seal of the firm

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

I \_\_\_\_\_ S/o, D/o, W/o \_\_\_\_\_, Resident of \_\_\_\_\_ do hereby solemnly affirm and declare as under:

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

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

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

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

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

- i. Name and details of the Domestic Manufacturer (Registered Office, Manufacturing Unit location, nature of legal entity) -
- ii. Date on which this certificate is issued -
- iii. R &D Equipment for which the certificate is produced -
- iv. Procuring entity to whom the certificate is furnished -
- v. Percentage of local content claimed - \_\_\_\_\_%
- vi. Name and contact details of the unit of the manufacturer-
- vii. Sale Price of the product -
- viii. Ex-Factory Price of the product -
- ix. Freight, insurance and handling -
- x. Total Bill of Material -
- xi. List and total cost value of inputs used for manufacture of the R &D Equipment
- xii. List and total cost of inputs which are domestically sourced. Value addition certificates from suppliers, if the input is not in-house to be attached.
- xiii. List and cost of inputs which are **imported**, directly or indirectly

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

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

**Form -14- A**  
**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 <i>air/road/rail (retain one only)</i>	Total Price	Installation, Commissioning and training charges, if any
1.											
2.											

**Note:**

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

(b) Cost of Spares, if any

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

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

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

**Form -14 - B**

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

***(Bidder should quote in this format however, if quoted in different format; all parameters given below should be covered)***

Tender No: \_\_\_\_\_

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

Quotation No. \_\_\_\_\_ Date: \_\_\_\_\_

Quotation Valid Upto: \_\_\_\_\_

Country of Origin: _____			Currency: _____			
Sr.No.	Description of Item		Quantity	Unit	Rate	Amount
	Catalogue, Part/Model No.	Specifications				
1.	Item name					
2.	Required Essential Spares/Consumables (if any)					
3.	Essential Accessories (if any)					
4.	Additional Items					
Total Ex-Works Price						
(-) LESS: Discount ____ % (if any)						
Net Ex-Works Price						
(+ ) Packing & Forwarding Charges						
(+ ) Inland Freight Charges						
<b>(INCO TERM): FOB / FCA _____ International Airport, _____ Country</b>						
(+ ) Freight uptoHyderabad& Insurance Charges						
<b>CIF / CIP HYDERABAD Price</b>						
All <b>Bank charges</b> Inside India to CCMB account and Outside India to beneficiary's account						

**SIGNATURE OF AUTHORISED PERSON**

**Form –15**

**(MANDATORY/ NOT APPLICABLE)**

**Format of Integrity Pact**

**INTEGRITY PACT**

Between

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

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

Preamble

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

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

**Section 1 – Commitments of the Principal**

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

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

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

- (a) The Bidder(s)/Contractor(s) will not, directly or through any other Person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - (b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, Certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as Annexure.
  - (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

### **Section 4 – Compensation for Damages**

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

### **Section 5 – Previous transgression**

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

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

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

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

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

### **Section 8 - Independent External Monitors**

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

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

#### **Section 9 – Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

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

#### **Section 10 – Other provisions**

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

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



**BIDDERS IN THEIR OWN INTEREST ARE ADVISED TO PLEASE VISIT DOE / DIPP WEBSITES AND OTHER WEBSITES OF THE GOVT. OF INDIA FOR DETAILS OF ORDERS/ NOTIFICATIONS RELATED TO 'MAKE IN INDIA', 'MSEs', ETC. AND RELATED SUBSEQUENT AMENDMENTS ISSUED FROM TIME TO TIME, AS MADE APPLICABLE ON DATE OF ISSUE OF THIS TENDER NOTICE AND PREVAIL.**

**Please refer to -**

**Public Procurement (Preference to 'Make in India'), Order No. P-45021/2/2017-BE-II Dated: 16th September, 2020 of the Govt. of India and subsequent amendments made from time to time in pursuance of 'Make in India' policy of the Govt. of India.**