



**वै.औ.अ.प. - केन्द्रीय कोशिकीय एवं आणविक जीवविज्ञान केन्द्र**  
(वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद)  
हब्सीगुड़ा, उप्पल रोड, हैदराबाद – 500007, तेलंगाना , भारत  
**CSIR - CENTRE FOR CELLULAR & MOLECULAR BIOLOGY (CCMB)**  
(Council of Scientific and Industrial Research)  
HABSHIGUDA, UPPAL ROAD, HYDERABAD 500007, TELANGANA, INDIA.  
दूरभाष / Tel: +91-40-27192681, ई पी बेक्स / EPABX :+ 91-4027160222 to 240  
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**निविदा**  
दस्तावेज

**TENDER DOCUMENT**

**FOR**

**TECHNICAL SERVICES - OUTSOURCING OF THE DNA  
SEQUENCING FACILITY AT CCMB FOR A PERIOD OF  
THREE YEARS**

**Contact Details**

**Stores & Purchase Officer**  
CSIR - Centre for Cellular & Molecular Biology  
Council of Scientific & Industrial Research  
Uppal Road, Hyderabad – 500 007 (Telangana) INDIA  
Ph: +91-40-271602681 Fax: +91-40-27160996  
E-Mails: [spo@ccmb.res.in](mailto:spo@ccmb.res.in) & [spodk@ccmb.res.in](mailto:spodk@ccmb.res.in)  
Website: <http://www.ccmb.res.in>

**बोली-आमंत्रण / निविदाआमंत्रण सूचना**  
**INVITATION FOR BIDS / NIT**

महोदय / महोदया,  
Sirs / Madam,

Sub: **Request for bid** for procurement of Technical Services – Outsourcing of DNA Sequencing Facility for a period of 03 years – Reg.

निदेशक, सीएसआईआर - वै.औ.अ.प. - केन्द्रीय कोशिकीय एवं आणविक जीवविज्ञान केन्द्र (सीएसआईआर-वै.औ.अ.प.- के.को. एवं आ. जी. केन्द्र ), हैदराबाद – ५०० ००७ , तेलंगाना , भारत, इसमें इसके पश्चात 'क्रेता' के नाम से जाना जाएगा, नीचे सूची-बद्ध मदों के क्रय के लिए इच्छुक है।

कृपया दिनांक \_\_\_\_\_/12/2020 को 13.00 घंटे (भा.मा.स.) को या इससे <https://etenders.gov.in> पर ऑनलाईन कोटेशन जमा करें।

Director, **CSIR - CENTRE FOR CELLULAR & MOLECULAR BIOLOGY (CCMB)**, TELANGANA-500 007, INDIA invites *sealed* offers from reputed Biological Sequencing Service Providers under TWO BID System (PART I - TECHNO-COMMERCIAL BID & PART II - PRICE /FINANCIAL BID) for the following:

क्रमांक Sl. No.	सेवाएँ का-विवरण Description of Services
1.	Outsourcing of DNA Sequencing Facility at CCMB to provide Onsite Sequencing Services for a period of 03-years

Kindly submit quotation online at <https://etenders.gov.in> on or before **13.00 (IST) on 08/02/2021.**

बोलीजमाकरनेकीअंतिमतारीख Last Date for submission:	08/02/2021 को 13.00 घंटे(भा.मा.स) तक 08/02/2021 up to 13.00 hrs. (IST)
बोली खोले जाने की तारीख Date of Opening:	09/02/2021, 14.30 घंटे(भा.मा.स) 09/02/2021, 14.30 Hrs. (IST)

**निबंधन और शर्तें**  
**TERMS AND CONDITIONS**

1. निविदा क्रेता द्वारा दिये गए प्रपत्र में ही होना चाहिए और शोधन और कांट-छांट से मुक्त होना चाहिए। अपरिहार्य शोधन / कांट-छांट होने पर, वह ठीक से साक्ष्यांकित होना चाहिए। ऐसा न होने पर निविदा मान्य नहीं होगा। हस्तलिखित निविदा मान्य नहीं होगा।

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.

2. आपकी बोलियाँ

It may kindly be noted that your bid should

~~एकल बोली होनी चाहिए~~ / द्वि- पद्धति होनी चाहिए

be in Single BID System / Two BID System

बोली प्रतिभूति सुरक्षा के बजे बोली सुरक्षा घोषणा संलग्न की जानी चाहिए ।

accompany Bid Security Declaration in place of Bid security.

आपके पक्ष में अनुबंध होने पर, तीन वर्ष के अनुबंध काल के पश्चात दो महीने की अवधि के लिए, आपके द्वारा निष्पादन बैंक प्रत्याभूति जमा करनी होगी।

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 Contract period of **Three** years.

3. निविदा जमा करने की निम्नविधियाँ होंगी:

- सभी बोलियाँ केवल ऑनलाइन <https://etenders.gov.in/> द्वारा प्रस्तुत की जाएंगी।  
The mode of submission of tender will be as follows:
- All bids to be submitted online through <https://etenders.gov.in/> only.

4. निविदा की स्वीकृति वै.औ.अ.प- के.को. एवं आ. जी. केन्द्र , हैदराबाद , भारत के सक्षम प्राधिकारी की होगी, जो की निम्नतम कोटेशन की स्वीकृति के लिए बाध्य नहीं होगा और बिना कोई कारण बताए सभी या किसी को भी अस्वीकृत करने या आंशिक रूप से स्वीकृत करने का अधिकार रखता है।

The acceptance of the quotation will rest with the competent authority of **CSIR-CCMB, Hyderabad, Telangana, India** who does not bind himself to accept the lowest quotation and reserves the right to himself to reject, or partially accept any or all the quotations received without assigning any reason.

5. बोली में बताई गई कीमतें निवल होनी चाहिए और कोटेशन खोले जाने की तारीख से न्यूनतम **९० दिनों** के लिए वैध होनी चाहिए।

Price quoted should be net and valid for a minimum period of **90 days** from the date of opening of the quotation.

6. यह ध्यान दिया जाए कि सशर्त / बिना हस्ताक्षर किए गए निविदाओं पर विचार नहीं किया जाएगा।  
It may be noted that Conditional / Unsigned tenders shall not be considered.
7. बोली दाता द्वारा <https://etenders.gov.in> / निविदा दस्तावेज में दिए गए प्रपत्रानुसार मूल्य अनुसूची प्रस्तुत करना होगा।  
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. कोट करते समय सम्पूर्ण विनिर्देश के साथ निर्माता का नाम व पता दिया जाना चाहिए।जहाँ भी लागू हो साहित्य / ब्रोशर / पेम्प्लेट / तकनीकी डाटा शीट / ड्राइंग संलग्न होने चाहिए।**(लागू नहीं)** /  
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. **(NOT APPLICABLE)**
9. उद्धृत मूल्य, इंकायरी मे उल्लिखित इकाई मे ही होनी चाहिए।कोटेशन अन्य इकाई मे दी जाने पर, दोनो इकाईयों के बीच के संबंध भी बतायें। मात्रात्मक छूट, यदि हो तो उल्लिखित करें। मदों को हमारे निविदा के लिए निवेदनानुसार क्रमांकित कर उद्धृत करें।  
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. उन मामलों में जहाँ अभिकर्ता उनके प्रमुख विदेशी निर्माताओं की ओर से उद्धरण कर रहे हैं (यदि वो भारत सरकार की 'मेक इन इंडिया' की श्रेणी I या श्रेणी II के आपूर्तिकर्ता की शर्तों को पूरा करते हैं), एक अभिकर्ता दो या उससे अधिक सेवा प्रदाता का प्रतिनिधित्व नहीं कर सकते या उनकी ओर से किसी एक टेंडर इंकायरी मे उद्धरण नहीं कर सकते। एक सेवा प्रदाता केवल एक अभिकर्ता / डीलर को प्राधिकृत कर सकता है। एक ही वस्तु के लिए निम्न से मात्रक बोली की जा सकती है:  
अ. विदेशी निर्माता स्वयं या अपनी ओर से एक अभिकर्ता; या  
आ. अभिकर्ता किसी एक प्रमुख की ओर से

In cases of Agents quoting on behalf of their foreign service providers (if they fulfil the requirements of **Class I or Class II supplier under 'Make in India'** of the Govt. of India), one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following for the same item:

- a. The foreign service provider directly or through one Indian agent on his behalf;  
or
- b. Indian Agent on behalf of only one principal.

11. यदि **सेवा प्रदाता** विदेशी या उनके भारतीय अभिकर्ता है, तो निम्नलिखित निर्देशों का अनुपालन आवश्यक है -

1. **बोली की मुद्रा** आवश्यक रूप से **भारतीय रुपया** होनी चाहिए।
2. **सेवा प्रदाता** 'मेक इन इंडिया' के संबंध में वाणिज्य एवं उद्योग मंत्रालय, भारत सरकार के दिनांक 16 सितंबर, 2020 की आदेश संख्या P-45021/2/2017-PP (BE-II) की शर्तों को निविदा जारी होने की तिथि तक समय समय पर किए गए संशोधनों के साथ पूरा करता हो।
3. **सेवा प्रदाता** 'मेक इन इंडिया' के संबंध में उद्योग संवर्धन एवं आंतरिक व्यापार विभाग, वाणिज्य एवं उद्योग मंत्रालय, भारत सरकार के दिनांक 24 अगस्त, 2020 की आदेश संख्या No.P-45021/112/2020-PP(BE-II)(E-43780) शर्तों को निविदा जारी होने की तिथि तक समय समय पर किए गए संशोधनों के साथ पूरा करता हो।

**If Service Provider is a foreign principal or its Indian Agent, the following instructions shall be complied -**

1. **Currency of the Quote** essentially be Indian Rupee only.
  2. **Service Provider** must 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.
  3. **Service Provider** must comply with Order No. P-45021/112/2020-PP(BE-II) (E-43780) dated 24.08.2020 of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade, as amended from time to time as on the date of issue of tender.
12. यह प्रयोगशाला / संस्थान, वैज्ञानिक वैज्ञानिक अनुसंधान विभाग, भारत सरकार, से पंजीकृत है और 18 नवम्बर 2019 को दिनांकित अधिसूचना संख्या 87/2019- एकीकृत कर (दर) और 85/2019- केन्द्रीयकर (दर) और 23.07.1996 को दिनांकित अधिसूचना संख्या 51/96-सीमाशुल्क के अन्तर्गत अधिसूचना संख्या 47/2017 के माध्यम से रियायती सीमाशुल्क, व.से.क। और के.व.से.क. उदग्राह्य होगा। **(लागू नहीं)**  
This Lab/Institute is registered with Dept. of Scientific & Industrial Research, Govt. of India and concessional customs duty and GST & IGST are liveable 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. **(NOT APPLICABLE)**
13. प्रेषण / ढुलाई का माध्यम हवाई / ~~सामुद्रिक~~ / ~~रेल~~ / सड़क ही होगा। होगा। **(लागू नहीं)**  
The mode of dispatch/transportation of the items must be by ~~Air/ Sea/ Rail/~~ Road only. **(NOT APPLICABLE)**
14. **सेवाओं** की आपूर्ति के लिए जरूरी **सुपुर्दगी अवधि** का निविदा मे निरपवाद उल्लेख होना चाहिए। ऑर्डर दिए जाने पर प्रस्तुत सुपुर्दगी अवधि का सख्ती से पालन करना होगा।

**Delivery period** required for supplying the **Services** should be invariably specified in the quotation. The offered delivery period shall have to be strictly adhered to in case an order is placed.

15. देरी के लिए परिनिर्धारित नुकसानी धारा : निविदा दस्तावेज में अनुबंध की सामान्य शर्तों के अनुबंध (जी. सी. सी.) की धारा २.२७ अनुसार  
**Liquidated Damages** Clause for delays: as per **Clause 2.27** of General Conditions of Contract (**GCC**) in the tender document.
16. यदि आपूर्ति समय पर न हो और इस वजह से आपके जोखिम पर क्रेता अन्य कहीं से सामग्री खरीदने के लिए बाध्य होता / होनेपर, जो हानि और नुकसान होगी, उसे दोषी विक्रेता से बरामद किया जाएगा।  
If the deliveries are not maintained and due to that account the purchaser is forced to buy the material / **services** at your risk and cost from elsewhere, the loss or damage that may be sustained there by will be recovered from the defaulting supplier / **Service Provider**.
17. सभी **सेवाएँ** स्वीकृति से पूर्व निरीक्षण और अनुमोदन पर आश्रित है।  
All services are subject to inspection and approval before acceptance.
18. लागू नियम / अधिनियम / कानून के प्रावधान अनुसार आयकर / व.से.क. **स्त्रोत पर कर** कटौती वसूला जाएगा।  
IT / GST **TDS** would be recovered as per applicable rule / regulations / provisions of law.
19. कृपया कोटेशन में अपना **परमानेंट अकाउंट नंबर (पी. ए. एन.)** और **व.से.क. संख्या**, आदि का उल्लेख करें।  
Kindly furnish your **Permanent Account No.(PAN) & GST Number**, etc. in your quotation for our records.
20. हमारी भुगतान की सामान्य शर्तें जी.सी.सी. एवं एस.सी.सी. में उल्लिखित हैं।  
Our normal payment terms are as mentioned in **G.C.C** and **S.C.C**.
21. इस निविदा से सम्बन्धित सभी विवाद केवल स्थानीय **हैदराबाद क्षेत्राधिकार** की अदालतों में सुलझाए जाएंगे।  
विवरण अ.सा.श के धारा **२.३२** में उपलब्ध है।  
All disputes related to this tender shall be settled in the local courts of **HYDERABAD** Jurisdiction only. Details available under clause **2.32** of **GCC** as given in tender document.
22. निविदा की शर्तें (अधोमुख पर मुद्रित), यदि कोई हो, या निविदा के संग भेजी गई हो तो, हम पर बाध्य नहीं होगी।  
Tender conditions (printed on the reverse), if any, or otherwise sent along with the tender shall not be binding on us.
23. उपरोक्त सभी अनुदेश और हमारे सामान्य निबंधन और शर्तों का अनुपालन करना होगा जिसके न होने पर आपका प्रस्ताव अस्वीकार किया जा सकता है।  
All the above instructions and our standard terms and conditions must be complied failing which your offer may be liable for rejection.

24. 'क्रेता' भारत सरकार की निम्नलिखित खरीदअधिमान नीतियों के अनुसार निविदा की सेवा /वस्तुओं के क्रय में प्राथमिकता देगा -

1. 'मेक इन इंडिया' के संबंध में वाणिज्य एवं उद्योग मंत्रालय, भारत सरकार, के दिनांक १६ सितंबर, २०२० की आदेश संख्या P-45021/2/2017-PP (BE-II), निविदा जारी होने की तिथि तक समय समय पर किए गए संशोधनों के साथ ।
2. सूक्ष्म एवं लघु उपक्रमों द्वारा सेवा / सामग्री हेतु 2012 के एम.एस. ई. आदेश, निविदा जारी होने की तिथि तक समय समय पर किए गए संशोधनों के साथ ।

The 'Purchaser' intends to give purchase preference in terms of the following procurement policies of the Government of India -

1. As per "Make in India" Order No. P-45021/2/2017-PP (BE-II) dated 16th September, 2020 of the Ministry of Commerce and Industry, Government of India, as amended from time to time, as on date of issue of tender notice.

2. Service/ goods manufactured by Micro and Small Enterprises as per MSE order 2012 as amended from time to time, as on date of issue of tender notice.

25. A **Pre-Bid Conference (PBC)** will be held on **20/01/2021** at **10.30 hours (IST) onwards** in the Conference Hall, CSIR-CCMB, Habsiguda, Hyderabad - 500007, India. All prospective bidders are requested to kindly submit their queries, **if any**, well in advance **by** sending letter/ e-mail to the address indicated above so as to reach the **Stores & Purchase Officer, CSIR-CCMB**, latest by **18/01/2021 (05.00 PM)**.

26. उद्भवित, ओपन निविदा पर लागू बोलीदाताओं के लिए निर्देश, अनुबंध की सामान्य शर्तें, निविदा शीर्ष के तहत हमारे वेबसाइट <http://www.ccmb.res.in> पर या निविदा दस्तावेज पर देख सकते हैं।

Instruction to Bidders, General Conditions of Contract applicable to open tenders along with different formats can be viewed on our website <http://www.ccmb.res.in> under the head tenders or in tender document.

Sd/-  
(Dr. Archana Bharadwaj Siva)  
Head-HRG & Business Development  
CSIR-Centre for Cellular & Molecular Biology  
For and on behalf of CSIR

अनुक्रमणिका  
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2	संविदा की शर्तें Conditions of Contract
3	अपेक्षाओं की अनुसूची Schedule of Requirements
4	विनिर्देशन और मिश्रित तकनीकी ब्योरे Specifications and Allied Technical Details
5	मूल्यअनुसूची प्रपत्र Price Schedule Forms
6	योग्यता संबंधी अपेक्षाएं Qualification Requirements
7	संविदा प्रपत्र Contract Form
8	अन्य प्रपत्र Other Forms



**CRITICAL DATE SHEET**

क्रमांक Sl. No.	प्रक्रम / Stage	दिनांक और समय /Date & Time
1.	प्रकाशन का दिनांक और समय Publish Date & Time	12/01/2021 --12.30 hrs IST
2.	दस्तावेज डाउनलोड का प्रारंभ दिनांकऔर समय Document Download Start Date & Time	12/01/2021 --12.40 hrs IST
3.	संदेह / सवाल पूछने कीअंतिम दिनांक और समय Last Date & time for receipt of queries	18/01/2021 - 17.00 hrs IST
4.	बोलीपूर्व सम्मेलन, यदि हो तो Pre-bid Conference, if any	20/01/2021 - 10.00 hrs IST
5.	बोली जमा करने की प्रारंभिक दिनांक और समय Bid Submission Start Date & time	22/01/2021 -- 17.30 hrs IST
6.	बोली जमा करने की अंतिम दिनांक और समय Bid Submission End Date & Time	08/02/2021 -- 13.00 hrs IST
7.	बोली खोले जाने की दिनांकऔर समय Bid Opening Date & Time	09/02/2021 --14.30 hrs IST

क्रय योजना की संभावित समयावधि /

**TENTATIVE TIME SCHEDULE OF PROCUREMENT PLANNING**

क्रमांक/ Sl. No	प्रक्रम/ Stage	संभावित समय सीमा/ Tentative Time Frame
1.	बोली खोले जाने की दिनांक Date of Bid Opening	09/02/2021 -- 14.30 hrs IST
2.	बोली के मूल्यांकन समाप्ति की दिनांक Date of Completion of Bid Evaluation	09/02/2021 - 14.30 hrs IST + 45 Days
3.	अधिनिर्णय की अधिसूचना Notification of Award	09/02/2021 - 14.30 hrs IST + 90 Days

**अध्याय 1**  
**CHAPTER - 1**

**बोलीदाताओं के लिए अनुदेश**  
**INSTRUCTIONS TO BIDDERS**

**विषय-तालिका**  
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## अ. प्रस्तावना

### A . Introduction

#### 1.1. पात्र बोलीदाता / Eligible Bidders

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

1.1.2 A **Service Provider** shall be considered to be from a country if

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

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

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

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

1.1.4 **Service Provider** 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 **services** 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 **Service Providers** who have been temporarily **suspended or removed** from the list of registered **Service Providers** by the purchaser or banned from Ministry/country wide procurement shall be ineligible for participation in the bidding process.

1.1.7 Any **Service Provider** 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.

### 1.2 **बोली की कीमत/ Cost of Bidding**

- 1.2.1 The **Service Provider** 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/**Service Provider** 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 *suo motu* 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 **Service Provider** 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 निविदा दस्तावेजों की कीमत /Cost of Tender Documents

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

### 1.5 निविदा दस्तावेजों की विषय-वस्तु / Content of Tender Documents

1.5.1 The **services** required, bidding procedures and contract terms are prescribed in the bidding documents which should be read in conjunction. The bidding documents, apart from the invitation for bids 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/ **Service Provider** 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 दस्तावेजों की विषय-वस्तु / Clarification of tender documents

1.6.1 A prospective Bidder/ **Service Provider** 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/ **Service Providers** and also shall be sent to all bidders who have purchased the tender documents.

## 1.7 निविदा दस्तावेजों में संशोधन / 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/ **Service Providers**' 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. बोली की भाषा / Language of Bid**

- 1.8.1 The bid prepared by the Bidder/ **Service Provider**, 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/ **Service Provider** 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 खरीद अधिमान नीति /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/ **Service Provider** 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, **services** or works, which are covered by **para 3(b) of Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020** of Ministry of Commerce and Industry, Government of India above and which are divisible in nature, the **‘Class-I local Supplier’** shall get purchase preference over **‘Class-II Local supplier’** as well as **‘Non-local Supplier’**, as per following procedure.
- i. Among all qualified bids, the lowest bid will be termed as **L1**. If L1 is **‘Class-I Local Supplier’**, the contract for full quantity will be awarded to L1.

- ii. If **L1** bid is not a 'Class-I Local Supplier', **50%** of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local Supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the 'Class-I Local Supplier's' quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I Local Supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I Local Supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I Local Supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on 'Class-I Local Suppliers, then such balance quantity may also be ordered on the L1 bidder.
- (c) In the procurements of goods/ **services** 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 of **Services**, undertaken by procuring entities.

#### **1.10. बोली के दस्तावेज़ / Documents Comprising the Bid**

1.10.1 The bid prepared by the Bidder/ **Service Provider** shall include documents as under:

##### **A. Technical Bid**

- (a) Bidder/ **Service Provider** 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 / **Service Provider** Authorization Form along with a certified copy of the Agency Agreement between the bidders/ **Service Providers** and the **authorized Service**

**Providing Partner**, if applicable.

- (h) Documentary evidence establishing that the bidder/ **Service Provider** is eligible to bid and is qualified to perform the contract if its bid is accepted;
- (i) Documents establishing goods eligibility and conformity to bidding document; indicating the Indian Customs Tariff Number (ICT & HSN No.)
- (j) **Self-certification that the item offered meets the minimum local content as per class of supplier and shall give details of the location(s) at which the local value addition is made in case the bidder wishes to avail the benefits under the "Make in India" policy, if applicable.**
- (k) Bill of materials / **Services** showing all the part numbers, detailed specifications with quantities of all items / **services** individually.
- (l) **MSE CERTIFICATE, IF APPLICABLE.**
- (m) 'Valid Registration Certificate' for Bidders/ **Service Providers** sharing land borders with India.

## **B Price Bid**

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

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

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

### **1.12 Bid Prices**

- 1.12.1 The Bidder/ **Service Provider** 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.~~ **(नागू नही / NOT APPLICABLE)**

- 1.12.3 Where there is no mention of packing, forwarding, freight, insurance charges, taxes etc. such offer shall be rejected as incomplete. **(लागू नहीं / NOT APPLICABLE)**
- 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 IT TDS, GST TDS, 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. बोली की मुद्राएं/ Bid Currencies**

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.**

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

1.14.1 The bidder/**Service Provider** 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/**Service Provider's** qualification to perform the contract if the bid is accepted shall establish to the purchaser's satisfaction that;

- (a) The bidder/**Service Provider** meets the qualification criteria listed in bidding

- documents, if any.
- (b) Bidder/ **Service Provider** who doesn't manufacture the goods/**provided the services** 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/ **Service Provider** of the goods/**services** to quote and/or supply the goods/**services**.
  - (c) 'Make in India' local content declaration
  - (d) MSE Certificate
  - (e) Land Border Registration Certificate

#### 1.14.3 Conditional tenders shall not be accepted.

#### 1.15 माल की पात्रता और बोली दस्तावेज़ों की अनुरूपता को प्रमाणित करनेवाले दस्तावेज़ / Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

- 1.15.1 To establish the goods' / **services** 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 / **services**;
  - ~~(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/**Service Provider** 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/ **Service Provider** 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. **बोली प्रतिभूति / BID SECURITY (लागू नहीं / NOT APPLICABLE): Bid Securing Declaration to be submitted by the Bidder on their Letter Head as per Form-4 of the Tender Document**  
(online upload in <https://etenders.gov.in> sufficient)

1.17. **बोलियों की वैधता अवधि / 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/**Service Provider'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/**Service Provider** may refuse the request without forfeiting its bid security. A Bidder/**Service Provider** 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. **बोली का फार्मेट और बोली पर हस्ताक्षर / Bid Format and Signing of Bid**

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

1.18.2 NA

1.18.3 In case the bids are invited **on two-bid system**, the Bidder/**Service Provider** 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 **Priced-bid** comprising bid form and price schedules.

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/**Service Provider** 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 of Bids**

#### **1.19. बोलियां प्रस्तुत करना, सीलबंद करना और अंकित करना / Submission, Sealing and Marking of Bids**

1.19.1 The bidders/ **Service Providers** may submit their duly signed bids generally **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/ **Service Provider** 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**

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

1.19.4 Firms / **Service Providers** 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. बोलियां प्रस्तुत करने की समय-सीमा / Deadline for Submission of Bids**

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

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

1.21. विलंबित बोलियां / Late Bids **(लागू नहीं / NOT APPLICABLE):**

(Not applicable in case of ONLINE Bid).

1.22. बोलियां वापस लेना, प्रतिस्थापित करना और आशोधित करना / **Withdrawal, substitution and Modification of Bids.**

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

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

## **D. Opening and Evaluation of Bids**

### **1.23 खरीदार द्वारा बोलियां खोला जाना/ 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/ **Service Providers** 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/ **Service Provider** 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. बोलियों का स्पष्टीकरण बोलियों का स्पष्टीकरण/ 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/ **Service Provider** for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. However, no negotiation shall be held except with the lowest bidder, at the discretion of the purchaser. Any clarification submitted by a bidder/ **Service Provider** in respect to its bid which is not in response to a request by the purchaser shall not be considered.

### **1.26. प्रारंभिक जांच / 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 अस्वीकृति को प्रश्नगत करने का बोलीदाता का अधिकार/ Bidder's right to question rejection.

1.27.1 A Bidder/ **Service Provider** 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/ **Service Provider** can represent in this regard as under:

- i) Only a bidder/ **Service Provider** 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/ **Service Provider** 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/ **Service Provider** 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/ **Service Provider** 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 बोलियों की अनुक्रियाशीलता / 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 / **Service Provider's** obligations under the Contract; or
- (c) If rectified, would unfairly affect the competitive position of other bidders/ **Service Providers** 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/ **Service Provider** Quotes Nil Charges/consideration, the bid shall be treated as unresponsive and will not be considered.

## **1.29 अननुरूपता, भूल और लोप / 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/

**Service Provider** 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/**Service Provider** 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/**Service Provider** 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 नहीं / NOT APPLICABLE.

### 1.32 बोलियों का मूल्यांकन और उनकी 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/**services** 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-I local supplier**', the contract for full quantity will be awarded to L 1.
  - 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/**services** 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**'/**Service Provider** shall get purchase preference over **Class-II local supplier**/**Service Provider** as well as '**Non-local supplier**'/**Service Provider**', as per following procedure.
  - i. Among all qualified bids. the lowest bid will be termed as L1. If L1 is '**Class-1 local supplier**'/**Service Provider**', the contract will be awarded to L1.
  - ii. If L1 is not '**Class-I local supplier**'/**Service Provider**', 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/**services** quoted **ex-works** including **all taxes** already paid.
2. **GST and other taxes**, if any which will be payable on the goods/**services** if the contract is awarded.
3. Charges for **inland transportation, insurance and other local services** required for delivering the goods/**services** 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 खरीदार से सम्पर्क करना / Contacting the Purchaser**

1.33.1 Subject to ITB Clause 1.25, no Bidder/**Service Provider** 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/**Service Provider** to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

### **1.34 Post qualification**

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

1.34.2 The determination will take into account the eligibility criteria listed in the bidding documents and will be based upon an examination of the documentary evidence of the Bidder's/**Service Provider's** qualifications submitted by the Bidder/**Service Provider**, 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/**Service Provider**. A negative determination will result in rejection of the Bidder's/**Service Provider's** bid.

## **E. AWARD OF CONTRACT**

### **1.35 परक्रामण / 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/**Service Provider**. Counter offers tantamount to negotiations and shall be treated at par with negotiations in the case of one time purchases.



### 1.36 अवार्ड मानदंड / Award Criteria

1.36.1 Subject to ITB Clause 1.39, the Purchaser will award the contract to the successful Bidder/**Service Provider** whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder/**Service Provider** 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 विकल्प खंड /Option Clause

1.37.1 The Purchaser reserves the right to increase or decrease the quantity of the required goods/**services** 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)

### 1.38 अवार्ड करते समय मात्राओं में अंतर करना खरीदार का अधिकार/Purchaser's right to vary Quantities at Time of Award

1.38.1 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.

### 1.39 किसी बोली को स्वीकार करना और किसी बोली या सभी बोलियों को अस्वीकार करना खरीदार का अधिकार/Purchaser's right to accept Any Bid and to reject any or All Bids

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

### 1.40 अवार्ड की अधिसूचना / Notification of Award

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

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/**Service Provider's** furnishing of the signed Contract Form and Performance Security pursuant to ITB Clause 1.43, the Purchaser will promptly notify each unsuccessful Bidder/**Service Provider** and will discharge its bid security.

### 1.41 अनुबंध पर हस्ताक्षर करना /Signing of Contract

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

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

#### 1.42 आर्डर स्वीकृत करना / Order Acceptance

1.42.1 The successful bidder/ **Service Provider** 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/ **Service Provider**, and if the offer is accepted, award the contract to the next successful bidder/ **Service Provider** at the price bid of the first successful bidder/ **Service Provider**.

#### 1.43 निष्पादन प्रतिभूति / 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/ **Service Provider'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 service providers within India.

1.43.4 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.

1.43.5 The performance security will be discharged by the Purchaser and returned to the Supplier/ **Service Provider** not later than **60 days** following the date of completion of the Supplier's/ **Service Provider's** performance obligations, including any warranty obligations, unless specified otherwise, without levy of any interest, subject to service provider handing over the equipment and other items at site to CCMB officials in good conditions.

- 1.43.6 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.
- 1.43.7 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.
- 1.43.8 Whenever, the bidder/**Service Provider** 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 बिडकांफ्रेंस/ Pre-bid Conference(PBC)**

- 1.44.1 A Pre-Bid Conference shall be held as indicated in invitation to bid, if any. All prospective bidders are requested to kindly attend the Pre-Bid Conference. In order to facilitate the purchaser the proper conduct of the Pre-bid Conference, all prospective bidders are requested to kindly submit their **queries** (with **envelope** bearing Tender No. and Date on top and marked **"Queries for Pre-bid Conference"** or through email to id - [spo@ccmb.res.in](mailto:spo@ccmb.res.in) with copy to [spodk@ccmb.res.in](mailto:spodk@ccmb.res.in) / [asha@ccmb.res.in](mailto:asha@ccmb.res.in) / [bdg@ccmb.res.in](mailto:bdg@ccmb.res.in) specifically mentioning the same in subject of the e-mail on or before **18/01/2021 (up to 05.00 PM)**, so as to reach the purchaser as indicated in invitation to bid. The purchaser shall answer the queries during the pre-bid conference, which would become a part of the proceedings of the Pre-Bid Conference. The proceeding of the Pre Bid Conference would be hosted on the website of **CPPP** and the purchaser. Before formulating and submitting their bids, all prospective bidders are advised to surf through the **CPPP/** purchaser's website after the Pre-Bid Conference, in order to enable them take cognizance of the **revised** tender conditions.

#### **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/**Service Provider** 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/MtnTrustline/SafeScript/TCS.
- b) Bidder/**Service Provider** 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/ **Service Provider** 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/ **Service Providers** 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/ **Service Provider** 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/ **Service Provider** and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders/ **Service Providers** are allowed to enter the Bidder/ **Service Provider** 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/ **Service Provider** should take into account of the corrigendum published before submitting the bids online.
- i) Bidder/ **Service Provider**, 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/ **Service Provider** 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/ **Service Provider** reads the terms and conditions and accepts the same to proceed further to submit the bids
- l) The bidder/ **Service Provider** 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/ **Service Provider** 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/ **Service Providers** due to local issues.
- q) The bidder/ **Service Provider** 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/ **Service Providers** will be digitally signed using the e-token of the bidder/ **Service Provider** 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/ **Service Provider** is received and stored in the system. System does not certify for its correctness.
- u) The bidder/ **Service Provider** 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/ **Service Providers** 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. अनुबंध की सामान्य शर्ते (अ.सा.श.)**  
**A. GENERAL CONDITIONS OF CONTRACT (GCC)**

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



- (m) "The final destination," of service means **CSIR- CENTRE FOR CELLULAR & MOLECULAR BIOLOGY (CCMB), Habsiguda, Uppal Road, Telangana- 500007, India**
- (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.

## 2.2 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.

### 2.3 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/**Service Provider** /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.

### 2.4 संयुक्त उपक्रम , संघ ओर संगति /Joint Venture, Consortium or Association

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

### 2.5 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.

### 2.6 आपूर्तिकर्ता का उत्तरदायित्व / Suppliers / **Service Provider** Responsibilities

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

**2.7 संविदा मूल्य / Contract price**

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

**2.8 प्रतिलिप्यधिकार / Copyright - लागू नहीं / Not Applicable**

**2.9 अनुप्रयोग / Application**

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

**2.10 मानक / Standards**

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

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

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

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

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

**2.12 एकस्व अधिकार क्षतिपूर्ति /Patent Indemnity**

2.12.1 The Supplier/ **Service Provider** shall, subject to the Purchaser's compliance with GCC Sub-Clause

**2.12.2 Indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent,**

utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

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

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

### **2.13 निष्पादन प्रतिभूति / Performance Security**

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

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

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

2.13.4 NA

2.13.5 The **Performance Security** 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.

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

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

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

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

#### 2.14 निरीक्षण एवं जाँच / Inspections and Tests

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

#### 2.15 पैकिंग / Packing – Not Applicable. Please refer to Chapter 4.

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

#### 2.16 सुपुर्दगी एवं दस्तावेज / Delivery and Documents

2.16.1 Delivery of the Goods/**Services** and completion and related services shall be made by the supplier/**Service Provider** in accordance with the terms specified by the Purchaser in the contract. **Please refer to Chapter 4 for applicable details, if any.**

#### 2.17 बीमा /Insurance -

2.17.1 Should the purchaser elect to buy on **FOR Destination basis** the Goods/**Services** 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).

#### 2.18 परिवहन / Transportation

2.18.1 Not Applicable. Please refer to Chapter 4 for applicable details, if any.

#### 2.19 प्रासांगिक सेवार्ये / Incidental Services

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

**2.20 कल-पुर्जे /Spare Parts** - Not Applicable. Please refer to Chapter 4 for applicable details, if any.

**2.21 गारंटी /Warranty**

2.21.7 Goods / spares of equipment handed over to service provider/ supplier requiring replacements must be replaced on free of cost basis as specified in **Chapter 4. Please refer to Chapter for of this document for applicable details.**

**2.22 भुगतान की शर्तें/Terms of Payment**

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

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

2.22.3 Payments shall be made normally made by the Purchaser in thirty (30) days after submission of the invoice or claim by the Supplier/ **Service Provider**, subject to final acceptance of supplied **services** by CCMB user. 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/ **Service Provider** for claiming the payment have been fulfilled as required under the contract.

2.22.4 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.

**2.23 आदेश में बदलाव एवं अनुबंध संशोधन /Change Orders and Contract Amendments**

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

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

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

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

**2.24 सुपुर्द कार्य/Assignment**

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

**2.25 उप-संविदा/ Sub-contracts**

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

2.25.2 In all cases where subcontract has been done the Supplier/ **Service Provider** 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/ **Service Provider** from any liability or duties or obligation under the contract.

2.25.3 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

**2.26 समय का विस्तार / Extension of time**

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

2.26.2 If at any time during performance of the Contract, the Supplier/ **Service Provider** or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier/ **Service Provider** 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/ **Service Provider's** notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's/ **Service Provider's** time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

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

**2.27 परिनिर्धारित नुकसान की धारा / Liquidated Damages Clause**

2.27.1 Subject to **GCC Clause** on Force Majeure, if the Supplier/ **Service Provider** fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the



Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to **0.5%** of the delivered price of the delayed Goods or unperformed Services or contract value in case the delivered price of the delayed goods or unperformed services cannot be ascertained from the contract, for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of **10%**. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause on Termination for Default.

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

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

- (a) If the Supplier/**Service Provider** fails to deliver any or all of the **Services** onsite at CSIR-CCMB, Hyderabad 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/**Service Provider** fails to perform any other obligation(s) under the Contract.
- (c) If the Supplier/**Service Provider**, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices, etc. as defined in GCC Clause and ITB clause on code of integrity in competing for or in executing the Contract.

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

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

## **2.29 प्राकृतिक आपदा /Force Majeure**

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

**2.29.2** For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier/**Service Provider** that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier/**Service Provider**. Such

events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

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

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

## **2.31 उपयुक्तता के कारण समाप्ति / Termination for Convenience**

- 2.31.1 The Purchaser, by written notice sent to the Supplier/ **Service Provider**, 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/ **Service Provider** under the Contract is terminated, and the date upon which such termination becomes effective.
- 2.31.2 The Goods/**Services** that are complete and ready for shipment within 30 days after the Supplier's/ **Service Provider'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:
- 2.31.3 To have any portion completed and delivered at the Contract terms and prices; and/or
- 2.31.4 To cancel the remainder and pay to the Supplier/ **Service Provider** an agreed amount for partially completed Goods/**Services** and for materials and parts previously procured by the Supplier/ **Service Provider**.

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

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

- 2.32.2 If, after **twenty-one (21) days**, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier/**Service Provider** 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 **Services** under the Contract.
- 2.32.3 The dispute settlement mechanism/arbitration proceedings shall be concluded as under:
- 2.32.4 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 the Award.
- 2.32.5 Notwithstanding, any reference to arbitration herein,
- (a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
  - (b) the Purchaser shall pay the Supplier/**Service Provider** any monies due the Supplier.

### **2.33 शाशकीय भाषा /Governing Language**

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

### **2.34 लागू कानून / Applicable Law**

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

### **2.35 सूचना/ Notice**

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

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

## **2.36 कर एवं शुल्क /Taxes and Duties**

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

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

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

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

2.36.5 **Customs Duty** – Not Applicable.

## **2.37 दोषयुक्त सेवा के उपयोग का अधिकार / Right to use Defective service/ data**

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

## **2.38 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.

## **2.39 कार्यस्थल की तैयारी एवं परिचालन / Site preparation and operation**

2.39.1 The Purchaser is solely responsible to initially hand over the Sequencing facility along with equipment at sites in compliance with the technical and environmental specifications for smooth operation of facility. The Purchaser will designate the installation sites before the scheduled initiation date to allow the Supplier to perform a site inspection to verify the appropriateness of the sites/ facility before the starting of sequencing operation, if required. The supplier shall inform the purchaser about the site condition, if any, needed for starting operation of the service at the purchaser's site immediately after notification of award/contract.

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

**2.41 जोखिम की खरीद की धारा / Risk Purchase Clause**

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

**2.42 विकल्प खंड/ Option Clause**

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

**2.43 आदेश की पावती/ Order Acceptance**

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

**B SPECIAL CONDITIONS OF CONTRACT**

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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(l)	The Purchaser is: <b>Director, CSIR –CCMB, Hyderabad</b>
2	GCC 2.1.1(m)	The Final Destination is: CSIR-CCMB, Hyderabad, as specified in Purchase Order
3	GCC 2.13.1	The amount of the <b>Performance Security</b> shall be <b>3 %</b> of the contract value.
4	GCC 2.15.2	The marking and documentation within and outside the packages shall be: - <b>Not Applicable.</b>
5	GCC 2.16.1	Details of Shipping and other Documents to be furnished by the Supplier are: <b>Not Applicable.</b>
6	GCC 2.16.3	In case of supplies from within India, the mode of transportation shall be by <b>Road / Courier. (retain one only)</b>
7	GCC 2.17.1	The Insurance shall be for an amount equal to 110% of the <b>F.O.R Destination</b> (i.e. CCMB, Hyderabad) value of the contract from within “warehouse to warehouse (final destination)” on “all risk basis” including strikes, riots and civil commotion, subject to applicability.
8	GCC 2.21.3	<b>(Not Applicable)</b>
9	GCC2.22.1	The payment shall be made on <b>QUATERLY BASIS</b> in Indian Rupees, as follows: Price on Quarterly Basis shall be paid on receipt of the satisfactory service within thirty (30) days based on acceptance certificate issued CCMB user / Facility Co-coordinator, subject to submission of performance security @ 3% of the Contract Value, if any. <b>Note:</b> (a) <b>All payments due under the Contract shall be paid after deduction of statutory levies at source (like ESIC, Income Tax, etc.), wherever applicable.</b>
10	GCC 2.27.1	The penalty shall be <b>0.5%</b> per week or part of a week towards late delivery of service after furnishing sample in good condition.
	GCC 2.27.1	The maximum amount of penalty shall be <b>10%</b> of the value of delayed part of service.
11	GCC 2.34.1	The place of <b>jurisdiction</b> is local competent court at <b>Hyderabad, India</b>
12	GCC 2.35.1	For notices, the <b>Purchaser's</b> address is The Director, CSIR-CCMB, Hyderabad Attention: Head, Business Development Group
13	GCC 2.35.1	Telephone: <b>:+ 91-40-27195541</b> <b>EPBX- 91-4027160222 to 240</b> Electronic mail address <a href="mailto:bdg@ccmb.res.in">bdg@ccmb.res.in</a>
14	GCC 2.43.1	The integrity pact is <del>to be</del> not to be signed.
15	GCC 2.43.2	<del>The name and contact details of the IEMs are as under:</del>



**CHAPTER 3**  
 (To be filled by the bidder as appropriate and enclosed with the Technical Bid)  
**SCHEDULE OF REQUIREMENT**

Sl. No.	Brief Description of Services	Quantity	Physical Unit	Final destination / Place	Delivery Schedule (to be filled by the bidder)	Time frame required to operationalize the facility after handing over of the same to Service Provider (to be filled by the bidder)
		As per Rate Contract for each sample		CCMB, Hyderabad		

Term of delivery: CCMB, Hyderabad (**named place of providing service**)

Period of delivery shall count from: Handing over of sample by CCMB user/ Facility Co-ordinator

Scope of Supply: Data and analysis of sample as per prescribed protocol and requirement.

Date : .....

Place : .....**Signature of the Bidder**

**Notes for Bidders:**

(1) The delivery schedule of service for each kind of sample/ sequencing job shall be clearly indicated the time period within which the successful bidder must deliver the service in full from the date of receipt of sequencing samples. It should also indicate separately the time period desired for operationalize the sequencing facility after handing over the site along with equipment by the Purchaser.

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

(b) 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 Service Criteria (Outsourcing of DNA Sequencing Facility at CCMB for a period of 03 years)

**4.1 End Use:** Outsourcing the management and running operations of the DNA Sequencing Facility through third party to provide efficient and cost effective quality DNA Sequencing and Genotyping services

**4.2 Specifications**

**1. Objective**

Over the years, CSIR-CCMB, Hyderabad has established a well-equipped centralized DNA sequencing facility. The objective is to outsource the management and running operations of this facility through a third party (private) operator to provide efficient and cost-effective quality DNA Sequencing and Genotyping services within a short turnaround time so that the research community in CCMB can devote their time on other core activities.

**2. Broad Description of CCMB's Service Requirements**

CCMB investigators / researchers will provide sample in the mutually agreed quantities and concentration. The selected vendor will be responsible for:

Full DNA sequencing services to be provided as follows:

- a) Check the DNA quality
- b) Setup the sequencing reaction
- c) Cleanup the extended product.
- d) Operate and run the instruments for data collection
- e) To generate a minimum read length of 600 bases per sequencing reaction
- f) To deliver the results directly to investigators on to a designated computer in standard formats (chromatogram, Fasta).
- g) Built in quality control system to be incorporated into the sequencing pipeline and to indicate how this will be implemented.
- h) To assist users in data analysis and troubleshooting.
- i) Genotyping services also to be provided as per the requirement of users.

**3. The selected eligible Service Provider will be provided following facilities in CCMB -**

DNA sequencing facility having five DNA sequencers, procured from M/s Applied Biosystems, and the details of the DNA Sequencers are as follows:

**a. Model ABI 3730s (03 Nos.):**

48 capillary array-based Sequencer installed in 2004 Serial no 16108-011

48 capillary array-based Sequencer installed in 2005 Serial no 17119-006

48 capillary array-based Sequences installed in 2007 Serial no 18130-002

**b. Model ABI 3730XL (1 no) Serial no 19134-002: 96 capillary array based Sequencer installed in 2007**

**c. Model ABI 3130XL (1 no) Serial no 19237-020: 16 capillary array based Sequencer installed in 2007**

**d.** Sequencing analysis, Gene Mapper and Seq Scape software (single user licenses only) are available for downstream data analysis.

**e.** Central air-conditioning in the Sequencing facility, uninterrupted power supply through a central UPS system, Mill Q water, networking and telephone will be provided.

**f.** Sitting place/desk for 2 to 3 operators will be provided in the facility.

**g.** Other infrastructural facilities like internet connectivity, simple IT and instrumentation troubleshooting help (occasionally) and waste disposal services.

**4. RESPONSIBILITIES OF CCMB**

(i) CCMB shall make available the '**FACILITY**' to the 'Service Provider' for use upon signing of the Agreement in a manner mutually decided.

(ii) CCMB shall give access to the said premises to the Vendor employees only for the purpose of convenience of the work as per CCMB norms.

(iii) CCMB during the period of use of the FACILITY retains the option to withdraw the permission of use of FACILITY by the VENDOR in case CCMB requires the use of the FACILITY for its own purpose / and or for national/strategic use. CCMB and the VENDOR shall mutually discuss exercising of such option and shall settle the terms thereof mutually.

(iv) CCMB shall administer / monitor the functioning of the permission of the use of the FACILITY by the Service Provider.

## 5. RESPONSIBILITIES OF SERVICE PROVIDER

- (i) The 'Service Provider' shall provide to the CCMB the details of the purposes for which FACILITY is to be used, working plan with program of activities, timings of actual work, day to day related issues, etc. upon signing of the agreement.
- (ii) The 'Service Provider' shall be responsible for all legal/operational matters/meeting of statutory requirements, if any, pertaining to the use of the FACILITY. CCMB if need be shall provide assistance/advice in this regard to the VENDOR on terms mutually agreed.
- (iii) The personnel of the 'Service Provider' deployed at the CCMB in connection with the use of FACILITY shall remain the responsibility of the VENDOR and shall have no claim of employment on CCMB. These personnel shall be subject to administrative discipline of the CSIR-CCMB.
- (iv) The 'Service Provider' shall allow access to the authorized representative of CCMB at mutually agreed time to inspect/visit/check the FACILITY as measure of administrative/management functions.
- (v) The 'Service Provider' shall not at any time assign, mortgage, sub-lease/ sub-contract/ hire out the FACILITY.
- (vi) The 'Service Provider' acknowledges the absolute ownership of CCMB on the FACILITY and shall not challenge in any way the legality, validity or enforceability of the permission granted and ownership rights of CCMB.
- (vii) The 'Service Provider' shall report immediately to the CCMB, upon any accident/damage/loss/theft/misuse occurred during the usage/utilization of the FACILITY with complete information and extend full coordination to the CCMB and abide by the decisions of the Director, CCMB for remedial actions.
- (viii) The 'Service Provider' shall be liable to CCMB for any loss/damage to the property and personnel of CCMB arising out of or subsequent to use of the FACILITY if the same has arisen solely out of use of FACILITY. The nature of loss/damage, extent of liability and monetary claim in this respect shall be decided by the Director, CCMB whose decision shall be final and binding on the VENDOR.

6. **Workload of CCMB:** Minimum quantity of **samples** (as plasmids & PCR products) is approximately **8,000** numbers per yearly quarter on an average.

**7. To be provided by the 'Service Provider':**

- (i) Service Provider is solely responsible for the following and commitment to this effect to be made in the offer.
- (ii) Procurement of consumables & reagents (of quality and make as specified by CCMB) required for running / operation of the facility.
- (iii) Procurement of other small equipment needed for performing DNA sequencing, such as PCR machines, centrifuges, freezers, Gel apparatus, PC, etc. required for the facility.
- (iv) Procurement of spares and consumable for the repairs & maintenance. To get into AMC/CMC contract with the competent service providers for procurement of spares and also for the repairs and maintenance.
- (v) 'Service Provider' may specify their own formats and labelling protocols in consultation with the CCMB user community for requisition of various services and correct identification and tracking of samples.

**8. SUGGESTED MODEL FOR FINANCIAL COMPARISON (As per Form - 17)**

- (i) Financial comparison of eligible bidders will be done on the basis of **80%** sequencing samples and **20%** other samples.
- (ii) Tentative minimum volume of samples (as plasmids & PCR products) is **approximately 8000 samples/quarter** on an average.
- (iii) The firm will have to specify in percentage terms the following:
  - (a) Percentage of quoted prices **per sample** that will be given as **extra discount (> 5%) if** the sample quantity shortfall of CCMB work exceeds **10%** (i.e.800 samples or more per quarter)
  - (b) Weightage will be given to quantum of discount greater than **5%** (graded weightage based on discount offered beyond **5%**, refer to **Annexure 2** for details), if the sample quantity of CCMB work exceeds **10%** (i.e. 800 samples or more per quarter).
  - (c) A revenue sharing of **30%** for a quarterly turnover beyond 5.00 lakhs and **15%** for a quarterly turnover less than 5.0 lakhs.

**9. Important Conditions:**

- (i) To clearly mention the DNA template type & quality requirements, Amount of template/reaction and volume requirements, primer concentration & volume requirements and any other details needed.
- (ii) To indicate the **years of experience** (minimum **two years' experience** in the last five years required) gained in operating and running such facilities to third party clients giving details of where such facilities are being offered in and outside India and to also provide contact details.
- (iii) To indicate what will be the system for users to submit sequencing requests online.
- (iv) Data to be archived for at least **six months** on the vendor archives, which can be recovered upon request by the user.
- (v) **Maximum turnaround** time of **samples** submitted for sequencing/genotyping should be **3 working days**,
- (vi) To indicate the **remedial action** that would be taken in case of **run / reaction failures**.
- (vii) Failed reactions should not be charged once sample is accepted as per point number (i)
- (viii) The prices offered should be valid for a period of **three years**.
- (ix) **Backup services** in case of breakdowns etc. to be indicated. In case of loss of data due to fault of service provider, the service provider should ensure that entire work over the last **six months** is done at their cost or reimburse to CCMB the expenditure incurred for getting the same done at third party.
- (x) Approved **ISO certifications** to be attached.
- (xi) After the contract expires the Instrument should be handed over in good working condition (i.e. it should be handed over in the same condition as it was before contract begins and should be committed in the offer.
- (xii) GST and other charges to be indicated separately in the offer.
- (xiii) 'Service Provider' should give a commitment that in case of non-availability of service for a maximum of one week, it would be the Service Provider's responsibility to get the CCMB samples analyzed elsewhere at their cost. However, the charges and turnaround time to CCMB will remain as per rates and turnaround time agreed by CCMB (as per Purchase Order).

**Please respond to each and every point in the proposal. Decision will be taken based on bidder's response to all the points mentioned.**

**4.3 Scope of Supply/Services 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/ **Service Provider** 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/ **Service Provider** or its subcontractor(s), at the point of delivery and/or at the Goods/**Services** final destination.
3. Whenever the Supplier/ **Service Provider** 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/ **Service Provider** shall obtain from any relevant third party or manufacturer/ **Service Provider** 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/**Services** fail to conform to the specifications, the Purchaser may reject the goods/**services** and the Supplier/ **Service Provider** shall either replace the rejected Goods/**Services** 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 **Services** after the final report of rendered **Services** and it shall in no way be limited or waived by reason of the **Services** having previously been inspected, tested and passed by the Purchaser or its representative prior receipt of final report/ analysis.
6. The Supplier/ **Service Provider** shall provide the Purchaser with a report of the results of any such test and/or inspection.
7. 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 / **Service Provider** 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 delivery of the service.

#### **4.4.2 Manufacturer's Inspection Certificate`**

Not Applicable.

#### **4.4.3 Pre-Dispatch Inspection.**

Not Applicable

#### **4.4.4 Third Party Inspection - Not Applicable.**



#### **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

#### **4.6 Warranty**

Not Applicable

**Price Schedule Form**

**CHAPTER 5**

**PRICE SCHEDULE FOR GOODS/SERVICES BEING OFFERED FROM INDIA**

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

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

Activity Description		Weightage	Rate (in Rupees / Per sample) excluding applicable GST
<b>I. Sequencing Services</b>			
a) Template (Plasmid/PCR product)	a. Without purification	20	
	b. With purification	60	
b) Only Running the sample (Sample ready to load will be provided by the user. Sequence length / failure conditions will not be implemented in such case)		1	
c) Primer Walking (per kb) (Include generating DNA sequence data from the genomic DNA flanking a known sequenced region provided by the user. It also includes primer design synthesis and sequencing. Turnaround time is 5 working days)		0	
<b>II. Genotyping – Microsatellite / SNP analysis</b>			
a) Allelic data per sample (includes only running the sample)	a. Without size marker	10	
	b. Without Primer	2	
b) Allelic Data per sample (include PCR amplification and running the sample with appropriate size marker using the template provided by the user)	a. Without primer	1	
	b. With primer	1	
<b>III. Weightage of discounts &gt; 5% (Graded weightage based on discount offered beyond 5%; 2 for 5 – 7.5%; 3 for 7.5 – 10%; and 5 above 10%)</b>		5	
<b>Total Marks</b> (based on weight assigned out of 100)		<b>100</b>	

**Note:**

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

**(Not applicable)**

(b) Cost of Spares, if any

**(Not applicable)**

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

#### **Criteria 1 - Experience and Past Performance:**

- a) The bidder (manufacturer/**Service Provider** ~~or principal of authorized representative~~ – hereinafter referred simply as ‘The Bidder’) should have regularly for at least the last **05 years**, ending 31st March of the previous financial year (hereinafter called ‘The relevant Date’), **undertaken TECHNICAL SERVICES (i.e. Technical Services of DNA Sequencing /Genotyping Services)** with the same or higher specifications / parameters (hereinafter called ‘The service’). The bidder needs to submit supporting documents in support of experience of rendering similar technical service.

#### **Criteria 2 - Financial Standing – under all conditions**

- a) The average annual financial turnover of ‘The bidder’ during the last three years, ending on ‘The relevant Date’, should be at **₹7000000.00** on ‘The Relevant Date’) as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India or equivalent in relevant countries.

Ministry of MSME have clarified that all Central Ministries/Departments/Central Public Section Undertakings may relax condition of prior turnover and prior experience with respect to Micro and Small Enterprises in all public procurements subject to meeting of quality and technical specifications. Further, the condition of prior turnover and prior experience may be relaxed for Start-ups (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality & technical specifications and making suitable provisions in the bidding document (rule 173 (i) of GFR 2017))

- b) Bidder Firm (Service Provider or principal of authorised representative) should not have suffered any financial loss for more than one year during the last three years, ending on ‘The Relevant Date’.
- c) The net worth of the Bidder firm (manufacturer or principal of authorised representative) should not be negative on ‘The Relevant Date’ and also ii) should have not eroded by more than 30% (thirty percent) in the last three years, ending on ‘The Relevant Date’.

Note: In case of Indian Bidders/companies (manufacturer or principal of authorized representative) who have been restructured by Banks in India, under the statutory guidelines, they would be deemed to have qualified the Financial standing criteria considering the institutional financial backing available to them.

#### **Criteria 3 -Applicability in Special Cases:**

- a) Applicability to ‘**Make in India**’: Bidders (service provider or principal of authorized representative) who have a valid/approved ongoing ‘Make in India’ agreement/ program

and who while meeting all other criteria above, except for any or more of sub-criteria in Experience and Past Performance above, would also be considered to be qualified provided:

- i) their foreign 'Make-in-India' associates meet all the criteria above without exemption, and
  - ii) the Bidder submits appropriate documentary proof for a valid/approved ongoing 'Make in India' agreement/program.
  - iii) the bidder (service provider or principal of authorized representative) furnishes along with the bid a legally enforceable undertaking jointly executed by himself and such foreign Manufacturer for satisfactory manufacture, Supply (and erection, commissioning if applicable) and performance of 'The Product' offered including all warranty obligations as per the general and special conditions of contract.
- b) Authorized Representatives: Bids of bidders quoting as authorised representative of a principal Service provider would also be considered to be qualified, provided:
- i) their principal service provider meets all the criteria above without exemption, and
  - ii) the principal service provider furnishes a legally enforceable tender-specific authorisation in the prescribed form assuring full guarantee and warranty obligations as per the general and special conditions of contract; and
  - iii) the bidder himself should have been associated, as authorised representative of the same or other Principal Manufacturer for same set of services as in present bid (supply, installation, satisfactorily commissioning, after sales service as the case may be) for same or similar 'service' for past three years ending on 'The Relevant Date'.
- c) For Existing Successful Past Suppliers/**Service Provider**: In case the bidder (**Service Provider** or principal of authorised representative) who is a successful past supplier/**Service Provider** of '**The tendered Services**' in at least one of the recent past **one** procurements, who do not meet any or more of requirements above, would also be considered to be qualified in view of their proven credentials, for the maximum quantity supplied/**Technical Services provided** by him in such recent past.
- d) Joint Ventures and Holding Companies: Credentials of the partners of Joint ventures cannot (repeat cannot) be clubbed for the purpose of compliance of PQC in supply of Goods/Equipment, and each partner must comply with all the PQC criteria independently. However, for the purpose of qualifying the Financial Standing Criteria, the Financial Standing credentials of a Holding Company can be clubbed with only one of the fully owned subsidiary bidding company, with appropriate legal documents proving such ownership.

**Note for Bidders / Service Providers:**

- a) **'Doctrine of Substantial Compliance'**: The Pre-Qualification Bidding (PQB) and Pre-Qualification Criteria (PQC) are for short listing of sources who are competent to perform this contract to ensure best value for money from expenditure of Public Money. This process is neither intended to bestow any entitlement upon nor to create any rights or privileges for the Bidders, by way of overly hair-splitting or viciously legalistic interpretations of these criteria, disregarding the very rationale of the PQB and PQC. Keeping this caveat in view, interpretation by the Purchaser would be based on common usage of terminologies and phrases in public procurement in accordance with the 'Doctrine of Substantial Compliance' and would be final.
- b) The Bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity.
- d) Along with all the necessary documents/certificates required as per the tender conditions, the bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity (both technical and financial), for supply of the required service, within the specified time of completion, after meeting all their current commitments.
- e) Supporting documents submitted by the bidder must be certified as follows:
  - i) All copy of supply/work order; respective completion certificate and contact details of clients; documents issued by the relevant Industries Department/National Small Industries Corporation (NSIC)/ manufacturing licence; annual report, etc., in support of experience, past performance and capacity/capability should be authenticated by the by the person authorised to sign the tender on behalf of the bidder. Original Documents must be submitted for inspection, if so demanded.
  - ii) All financial standing data should be certified by certified accountants, for example, Chartered Accountants/Cost Accountants or equivalent in relevant countries; and Indian bidder or Indian counterparts of foreign bidders should furnish their Permanent Account Number.
  - iii) A bidder or any of its affiliates who participated as a consultant in the preparation of the design or technical specifications of the contract i.e. the subject of the bid; cannot participate in the bidding process.

**Criteria 4 - PREFERENCE TO MAKE IN INDIA POLICY OF GOVERNMENT OF INDIA**

**[Order No. P-45021/2/2017-B.E.-II dated 16.09.2020]** for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry Order No. P-45021/2/2017-BE-II dated 16.09.2020.

**1. Definitions:**

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

as a proportion of the total value, in percent.

**'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' under this Order.

**'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' under this Order.

**'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' under this Order.

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

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

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

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

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

## **2. Eligibility of 'Class-I local supplier'/'Class-II local supplier'/'Non-local suppliers' for different types of procurement:**

- (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, shall be eligible to bid irrespective of purchase value.
- (b) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.
- (c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC contracts and services include System Integrator (SI) contracts.



## **Purchase Preference**

- (a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified hereunder.
- (b) In the procurements of goods or works, which are covered by para 3(b) 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) above 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.

## **2B. Applicability in tenders where contract is to be awarded to multiple bidders**

In tenders where contract is awarded to multiple bidders subject to matching of L1 rates

or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per the following procedure:

- (a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.
- (b) In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.
- (c) If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.
- (d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class I local supplier', falling within 20% margin of purchase preference, and so on.
- (e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.

**3. Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurement where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

**4. Minimum local content:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50% For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/'class-II local supplier'. For the items, for which Nodal Ministry/Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/'Class-II local supplier' respectively.

**5. Margin of Purchase Preference:** The margin of purchase preference shall be 20%

**6. Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified

in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.

**7. Government E-marketplace:** In respect of procurement through the Government E-market place (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.

**8. Verification of local content:**

a. The 'Class-I local supplier'/'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.

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

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

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

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

h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:

i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry/Department or in some other manner.

- ii. On a periodical basis such cases are consolidated and a centralized list of decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
- iv. In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

**Specifications in Tenders and other procurement solicitations:**

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavor to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.

**d. Reciprocity Clause**

- i. When a Nodal Ministry/Department identified that Indian suppliers of an item are not allowed to participate and/or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.
- ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/Department, except for the list of items published by the Ministry/Department permitting their participation.
- iii. The stipulation in (ii) above shall be part of all tenders invited by the Central government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/Department.
- iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.
- v. The terms 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

- e. Specifying foreign certifications / unreasonable technical specifications/ brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.
- f. "All administrative Ministries/Departments whose procurement exceeds Rs. 1000 Crore per annum shall notify/ update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website".

**Purchase Preference to Micro and Small Enterprises (MSEs) and Purchase Preference linked with MAKE IN INDIA Order shall be applicable subject to full compliance of other terms and conditions of the RFQ / NIT and Contract, as per Government of India procurement policies.**

**The purchaser intends to give purchase preference to:**

**1. Make in India (as per Order no. P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Ministry of Commerce and Industry, Government of India. The preference to Public Procurement (Preference to Make in India) Order 2012" shall be subject to meeting technical specifications and full compliance of other terms and conditions of the RFQ / NIT and Contract.**

**2. Products / goods manufactured by micro and small enterprises as per MSE order 2012 and any amendments thereon. If the bidder wants to avail the Purchase preferences, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the preview of public procurement policy for micro and small enterprises. In respect of bid for services, the bidder must be the service provider of the offered service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. The aforesaid Policy is meant for procurement of only goods produced and Services rendered by MSEs and not for any trading activities by them. An MSE unit will not get any Purchase Preference over any other MSE Unit.**

**In case a bidder is eligible to seek benefit under Purchase PP- MAKE IN INDIA policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against only one of the two policies i.e. either MAKE IN INDIA OR MSE policy in BID FORM. The option once exercised cannot be modified subsequently.**

**Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy.**

**The above bidders are required to indicate percentage of local content and provide self-certification the items offered meet the local content requirement for Class –I Local Supplier Class– II Local Supplier as the case may be. Further the bidders shall also give details of the location(s) at which the local value addition is made.**

**Fall declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules 2017 for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.**

**A supplier who has been debarred by any procuring entity for violation of above cited order shall not be eligible for preference under above Order for procurement by any other procuring entity for the duration of the debarment.**

**Criteria 5 - Requirement of Registration ( Order No. F.No.6/18/2019-PPD dated 23.07.2020 of Department of Expenditure, Ministry of Finance, Government of India refers)**

- I. 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 i.e Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India.
- II. “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 juridical person not falling in any of the descriptions of bidder stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.
- III. Bidder from a country which shares a land border with India “for the purpose of above order/ this tender means: -
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country: or
  - e. An Indian (Or other) agent of such an entity or
  - f. A natural Person who is a citizen of such a country; or
  - g. A Consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The Beneficial owner for the purpose of (iii) above will be as under:
  1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. ‘Controlling ownership interest’ means ownership of or entitlement to more than twenty –five per cent of shares or capital or profits of the company;
- b. “Control’ Shall include the right to appoint 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;

2. In case of a partnership firm., the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or Profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or Profits of such association or body of individuals.
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An agent is a person employed to do any act for another, or to represent another in dealings with third person.

**Further the following certificate has to be submitted by the bidder**

“I have read the clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a 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.”

Date:

(Name & Signature of bidder)

(Where applicable, evidence of valid registrations by the competent Authority shall be attached)

**Note: Bidders/Service Providers shall provide relevant information in support of qualifications requirement indicated under Chapter 6 including exemption claimed, if any, along with documentary evidence.**



## 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**

<b>Sl. No.</b>	<b>Name</b>
01.	Bidder Information Form (to be enclosed with the technical bid)
02.	Bid Securing Declaration. (to be enclosed with the technical bid)
03.	Performance Statement Form (to be enclosed with the technical bid)
04.	Deviation Statement Form (to be enclosed with the technical bid)
05.	Service Support Detail Form (to be enclosed with the technical bid)
06.	Bid Form (to be enclosed with the priced bid)
07.	Performance Security Form (to be enclosed with the technical bid)
08.	Format of declaration of abiding by the code of integrity and conflict of interest to be submitted by the bidder.
09	Price Schedule
10..	Format of Affidavit of self-certification regarding domestic value addition
11.	Format of Certificate to be provided by bidder in case of subcontracting.
12.	Format of self-declaration to be provided by bidder

**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-Securing Declaration Form**

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

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

To (*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).

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

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

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

Corporate Seal (where appropriate)

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

**Form -3**

**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 service	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	Contact person along with Telephone No., FAX No. and e-mail address

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

Place:

Date:

Form -4

**DEVIATION STATEMENT FORM**

Sl. No.	Name of Specifications / service requirements of Tender Enquiry	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

**Signature of Bidder**

- ✓ 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**”.



**Form -5**

**SERVICE SUPPORT FORM**

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

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

Place:

Date:

## Form –6

### 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 - 7**  
**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 - 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

**Form -09 (MANDATORY)**

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

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

Activity Description		Weightage	Rate (in Rupees / Per sample) excluding applicable GST
<b>I. Sequencing Services</b>			
d) Template (Plasmid/PCR product)	c. Without purification	20	
	d. With purification	60	
e) Only Running the sample (Sample ready to load will be provided by the user. Sequence length / failure conditions will not be implemented in such case)		1	
f) Primer Walking (per kb) (Include generating DNA sequence data from the genomic DNA flanking a known sequenced region provided by the user. It also includes primer design synthesis and sequencing. Turnaround time is 5 working days)		0	
<b>II. Genotyping – Microsatellite / SNP analysis</b>			
c) Allelic data per sample (includes only running the sample)	c. Without size marker	10	
	d. Without Primer	2	
d) Allelic Data per sample (include PCR amplification and running the sample with appropriate size marker using the template provided by the user)	a. Without primer	1	
	b. With primer	1	
<b>III. Weightage of discounts &gt; 5% (Graded weightage based on discount offered beyond 5%; 2 for 5 – 7.5%; 3 for 7.5 – 10%; and 5 above 10%)</b>		5	
<b>Total Marks (based on weight assigned out of 100)</b>		<b>100</b>	

**(TO BE UPLOADED ALONG WITH BOQ AS PART OF PRICE SCHEDULE AS PRICE BID)**

**FINAL SELECTION OF L1 VENDOR WILL BE DONE ON THE BASIS OF THIS FORM 09 DOCUMENT ONLY.**

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

Name \_\_\_\_\_

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

## Form - 10

Format for Affidavit of Self Certification regarding Local Content in service to be provided by the supplier/**Service Provider** 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 for a period of 8 years and shall make this available for verification to any statutory authority: (Kindly fill up the below mentioned particulars)

- i. Name and details of the Domestic Service provider (Registered Office, Manufacturing Unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Technical Service 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. Estimated cost value of inputs used for service
- viii. Estimated cost of inputs which are domestically sourced. Value addition certificates from suppliers, if the input is not in-house to be attached.
- ix. 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 – 11**

**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/**Service Provider** 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. Further, I/We hereby undertake that I/We will not sub-contract any work to a contractor from such countries unless such contractor is 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



**ANNEXURE 1 (NOT PART OF TENDER DOCUMENT) (FOR DETAILS OF ORDERS/ NOTIFICATIONS RELATED TO 'MAKE IN INDIA', 'MSEs', ETC. AND RELATED SUBSEQUENT AMENDMENTS ISSUED FROM TIME TO TIME, BIDDERS IN THEIR OWN INTEREST ARE ADVISED TO PLEASE VISIT DOE / DIPP WEBSITES AND OTHER WEBSITES OF THE GOVT. OF INDIA)**

**Public Procurement (Preference to Make in India), Order 2017 No. P-45021/2/2017-BE-II Dated: 16th September, 2020**