

**Basic Details**

Organisation Chain	Council of Scientific and Industrial Research CDRI-Lucknow - CSIR Purchase-CDRI - CSIR		
Tender Reference Number	2023-24/CDRI/IND71851/52		
Tender ID	2023_CSIR_172337_1	Withdrawal Allowed	Yes
Tender Type	Open Tender	Form of contract	Turn-key
Tender Category	Goods	No. of Covers	2
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No
Payment Mode	Not Applicable	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No

Cover Details, No. Of Covers - 2

Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical	.pdf	Design, Engineering, Fabrication, Supply, Installation, Commissioning and Validation of BSL-3/ABSL-3
2	Finance	.xls	BOQ
		.pdf	BOQ in Pdf also

Tender Fee Details, [Total Fee in ₹ * - 0.00]

Tender Fee in ₹	0.00		
Fee Payable To	Nil	Fee Payable At	Nil
Tender Fee Exemption Allowed	No		

EMD Fee Details

EMD Amount in ₹	0.00	EMD through BG/ST or EMD Exemption Allowed	No
EMD Fee Type	fixed	EMD Percentage	NA
EMD Payable To	Nil	EMD Payable At	Nil

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Work /Item(s)

Title	Design, Engineering, Fabrication, Supply, Installation, Testing, Commissioning and Validation of Bio-Safety Laboratory Level-3/ABSL-3 in a Pre-fabricated Container Based System on a Turnkey basis.				
Work Description	Design, Engineering, Fabrication, Supply, Installation, Testing, Commissioning and Validation of Bio-Safety Laboratory Level-3/ABSL-3 in a Pre-fabricated Container Based System on a Turnkey basis.				
Pre Qualification Details	Please refer tender documents				
Independent External Monitor/Remarks	Shri Prabakaran Palaniappan Dr Rajan S Katoch				
Show Tender Value in Public Domain	No				
Tender Value in ₹	0.00	Product Category	Miscellaneous Goods	Sub category	NA
Contract Type	Tender	Bid Validity(Days)	120	Period Of Work(Days)	270
Location	CSIR-CDRI	Pincode	226031	Pre Bid Meeting Place	NA
Pre Bid Meeting Address	NA	Pre Bid Meeting Date	NA	Bid Opening Place	CSIR-CDRI
Should Allow NDA Tender	No	Allow Preferential Bidder	No		

Critical Dates			
Publish Date	27-Oct-2023 06:00 PM	Bid Opening Date	18-Nov-2023 05:30 PM
Document Download / Sale Start Date	27-Oct-2023 06:00 PM	Document Download / Sale End Date	17-Nov-2023 05:30 PM
Clarification Start Date	27-Oct-2023 06:00 PM	Clarification End Date	06-Nov-2023 05:30 PM
Bid Submission Start Date	27-Oct-2023 05:12 PM	Bid Submission End Date	17-Nov-2023 05:30 PM

Tender Documents					
NIT Document	S.No	Document Name	Description	Document Size (in KB)	
	1	Tendernotice_1.pdf	Tender document for Design, Engineering, Fabrication, Supply, Installation, Testing, Commissioning and Validation of Bio-Safety Laboratory Level-3/ABSL-3 in a Pre-fabricated Container Based System on a Turnkey basis.	1974.41	
Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	Tender Documents	TenderDocumentBSL3new.pdf	Design, Engineering, Fabrication, Supply, Installation, Testing, Commissioning and Validation of Bio-Safety Laboratory Level-3/ABSL-3 in a Pre-fabricated Container Based System on a Turnkey basis.	1958.40
	2	BOQ	BOQ_188786.xls	BOQ for Design, Engineering, Fabrication, Supply, Installation, Testing, Commissioning and Validation of Bio-Safety Laboratory Level-3/ABSL-3 in a Pre-fabricated Container Based System on a Turnkey basis.	265.00

Auto Extension Corrigendum Properties for Tender		
Iteration	No. of bids required for bid opening a tender	Tender gets extended to No. of days
1.	2	7

Bid Openers List			
S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	bs.eproc@csir.res.in	Brahma Singh	BRAHMA SINGH
2.	anilkumar.eproc@csir.res.in	Anil Kumar	ANIL KUMAR
3.	ksaxena.eproc@csir.res.in	Kaushalendra Saxena	KAUSHALENDRA KUMAR SAXENA

GeMARPTS Details	
GeMARPTS ID	1N7BFTL1ZCE0
Description	Bio Safety Laboratory Level III
Report Initiated On	27-Oct-2023
Valid Until	26-Nov-2023

Tender Properties

Auto Tendering Process allowed	No	Show Technical bid status	Yes
Show Finance bid status	Yes	Show Bids Details	No
BoQ Comparative Chart model	Normal	BoQ Compartive chart decimal places	2
BoQ Comparative Chart Rank Type	L	Form Based BoQ	No
Show Bid Details in Public Domain stage	Technical Bid Opening		

TIA Undertaking

S.No	Undertaking to Order	Tender complying with Order	Reason for non compliance of Order
1	TIA UNDERTAKING GEM	Agree	
2	PPP-MII Order 2017	Agree	
3	MSEs Order 2012	Agree	Being the Life safety item relaxtion in turnover and experiance shall not be waived of

Tender Inviting Authority

Name	Controller of Stores and Purchase
Address	CSIR-CENTRAL DRUG RESEARCH INSTITUTE SECTOR 10 JANAKIPURAM VISTAR SITAPUR ROAD LUCKNOW 226031 UTTAR PRADESH INDIA Tel 00 91 522 2772793 EXTN 2482

Tender Creator Details

Created By	Anil Kumar
Designation	Jr. Secretriat Assistant
Created Date	27-Oct-2023 04:56 PM



TENDER DOCUMENT

FOR

Design, Engineering, Fabrication, Supply, Installation, Testing, Commissioning and Validation of Bio-Safety Laboratory Level-3/ABSL-3 in a Pre-fabricated Container Based System on a Turnkey basis.

**CSIR-CENTRAL DRUG RESEARCH INSTITUTE
Sector 10, Jankipuram Vistar
LUCKNOW -226031, U.P.(INDIA)**

**[ONLY CLASS-I OR CLASS-II LOCAL SUPPLIERS UNDER MAKE IN INDIA
ARE ELIGIBLE TO PARTICIPATE IN THIS TENDER.]**



CSIR

CSIR-CENTRAL DRUG RESEARCH INSTITUTE

Sector 10, Jankipuram Vistar

Tel #: 00 91 522 2772793 / EXTN: 2482

Email: cosp-cdri@cdri.res.in;

Website: www.cdri.res.in

Invitation for Bids / Notice Inviting Tender

Date: 27.10.2023

CSIR- Central Drug Research Institute (CDRI), Lucknow is one of the premier laboratories under Council of Scientific and Industrial Research an autonomous body under Department of Scientific and Industrial Research (Government of India). CDRI is a science and knowledge based research, development and consulting organization. It is known for its excellence in scientific research in Bio-Chemical and Life Sciences. Today, it has become a unique model for modernized drug research in India having everything under one roof, from synthesis, screening, development studies, process up-scaling to clinical studies.

The Director, CDRI would like to procure the following Goods / Services on Turnkey basis for state of art research in the area of disease and drug discovery. The Technical specifications, Allied requirements and Scope of Supply are given in **Chapter 4** appended herewith.

Sr. No.	Tender No.	Brief Description of Goods / Services	Quantity	Single / Two Bid	Mode of Procurement
1	2023-24/IND71851/MK/52	Design, Engineering, Fabrication, Supply, Installation, Testing, Commissioning and Validation of Bio-Safety Laboratory Level-3/ABSL-3 in a Pre-fabricated Container Based System on a Turnkey basis.	As mentioned in Chapter 4	Single Stage-Two Bid	Domestic Open Tender

1. E-Bids are invited through the electronic tendering process and the Tender Document can be downloaded from the e-Tender portal of Government of India, <https://etenders.gov.in>. A copy of the Tender Document is also available on CSIR-CDRI Website, www.cdri.res.in. The submission of e-Bids will be only through the e-Tender portal <https://etenders.gov.in>. Bids will not be accepted in any other form.
2. The address for submission of EMD/Bid Security and for obtaining further information:
CONTROLLER OF STORES & PURCHASE,
CSIR-CENTRAL DRUG RESEARCH INSTITUTE
SECTOR 0, JANAKIPURAM VISTAR,
SITAPUR ROAD
LUCKNOW -226031, UTTAR PRADESH
INDIA
Tel #: 00 91 522 2772793 / EXTN: 2482
Email: cosp-cdri@cdri.res.in;
3. The prospective bidders should adhere to deadlines specified in Tender Details Screen corresponding to this Tender on E-Tender portal <https://etenders.gov.in>.

4. Bid Security/Earnest Money Deposit

(i)	The amount of bid security/EMD shall be ₹ 10.00 lakhs a) In case of Indigenous Bidder :
(ii)	If the Bidder is claiming exemption as per provisions specified in the Tender document then the bidder has to give Bid Securing Declaration as per format specified in Chapter-7: Annexure- D.
(iii)	The Bid Security/Earnest Money Deposit shall be deposited through Bank Guarantee OR through NEFT/RTGS (direct Transfer to CDRI Account). Bank Guarantee should be in the name of "The Director, CSIR-Central Drug Research Institute, Lucknow". The original Bid Security/EMD must be delivered to address mentioned in Sr.No.2 above on or before opening date and time of bid failing which the bid shall be summarily rejected. Copy of the BG must be uploaded along with Technical bid. Copy of the CSIR-CDRI Bank details is attached with Tender Documents. In case of RTGS, details Bank Transaction should be given in the ANNEXURE- I For further details, refer Clause No.1.15 of Tender document.

5. As per Procurement policy of Government of India

- a) The purchaser intends to give purchase preference to Class-I local suppliers in case the cost of procurement is above Rs. 5 lakh (as specified in Clause- 1.30.9 of Tender Document).
- b) The purchaser intends to give purchase preference to products/goods manufactured by micro and small enterprises (MSEs) (as specified in Clause- 1.30.10 of Tender Document).
- c) Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) as per Ministry of Finance Order No.: F. No. 6/18/2019-PPD Dated 23rd July, 2020 & OM no. F. No. 18/37/2020-PPD Dated 08th February, 2021 (As specified in Clause- 1.30.11 of Tender Document).

6. The Director, CSIR-Central Drug Research Institute (CDRI), Lucknow reserves the right to accept or reject any or all tenders / offers either in part or in full or to annul the tender process at any stage or to split the order without assigning any reasons there for.

Critical Date Sheet

Sl. No.	Stage	Date & Time
1.	Tender Publish date & Time	27.10.2023 (18:00 HRS.)
2.	Document Download Start Date & Time	27.10.2023 (18:00 HRS.)
3.	Clarification, if any, Start date and time	27.10.2023 (18:00 HRS.)
4.	Clarification end Date & Time	06.11.2023 (17:30 HRS.)
5.	Bid Submission Start Date & Time	27.10.2023 (18:00 HRS.)
6.	Bid Submission end date & Time	17.11.2023 (17:30 HRS.)
7.	Bid Opening Date & Time	18.11.2023 (17:30 HRS.)

CONTENTS OF TENDER / BIDDING DOCUMENT

The bidding documents, apart from the Invitation for Bids / Notice Inviting Tender have been divided into 8 Chapters as under:

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LIST OF SHORT FORMS AND FULL FORMS

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

SCC	SPECIAL CONDITIONS OF CONTRACT
UNCITRAL	UNITED NATIONS COMMISSION ON INTERNATIONAL TRADE LAW

CHAPTER 1-INSTRUCTIONS TO BIDDERS - TABLE OF CONTENTS

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A. Introduction

Instructions to bidder are broad guidelines to be followed while formulating the bid and its submission to the Purchaser. It also describes the methodology for opening and evaluation of bids and consequent award of contract.

1.1 Eligible Bidders

1.1.1. This Invitation for Bids is open to all suppliers.

1.1.2. However, only Class-I and Class-II local suppliers are eligible to participate in Domestic Tender. Any bidder from foreign country can participate in Global Tender Enquiry subject to clause-1.1.3 below. Mode of procurement is whether Domestic Tender or Global Tender Enquiry is specified in NIT.

1.1.3. **Ministry of Finance, Department of Expenditure, Public Procurement Division Order No.: F. No. 6/18/2019-PPD Dated 23rd July, 2020 & OM no. F. No. 18/37/2020-PPD Dated 08th February, 2021 on "Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)" - Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in Annex I of the above said order. Refer to Clause- 1.30.11 of this tender for further details.**

1.1.4. **Ministry of Finance, Department of Expenditure, Procurement Policy Division OM No.: No. 6/9/2020-PPD Dated 24th August, 2020 on Registration of suppliers on Government E Marketplace (GeM) under Rule 149 of General Financial Rules (GFRs 2017) - It shall be mandatory for sellers providing Goods & Services where the total amount of the bid is more than Rs.25 Lacs (Including all taxes etc.) to Central Government organisations to be registered on GeM and obtain a unique GeM seller ID at the time of placement of order/acceptance of contract. However, where the order is being placed upon the seller as a result of Global Tender Enquiry it shall be exempt from the purview of guidelines contained in this OM.**

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

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

1.1.7. Bidders who fulfil the Eligibility Criteria mentioned in Chapter 5 will be considered for Technical Evaluation of bids except where special exemptions are allowed.

1.2 Cost of Bidding

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

1.3 Code of Integrity for Public Procurement

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

Sr. No.	Term	Meaning
(a)	Corrupt	The offering, giving, receiving, or soliciting, directly or indirectly, of anything

Sr. No.	Term	Meaning
	practice	of value to influence the action of a public official in the procurement process or in contract execution.
(b)	Fraudulent practice	a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.
(c)	Collusive practice	means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive levels.
(d)	Coercive practice	means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
(e)	Anti-competitive practice	any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels
(f)	Conflict of interest	participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of purchaser who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the purchaser with an intent to gain unfair advantage in the procurement process or for personal gain
(g)	Obstructive 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

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

1.3.3. The bidders/suppliers should sign a declaration about abiding by the Code of Integrity for Public Procurement and submit it in the form as per Chapter-7: Annexure-I along with bid documents. In case of any transgression of this code, the bidder is not only liable to be removed from the list of registered suppliers, but it would be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action by Competition Commission of India, and so on.

1.3.4. Obligations for Proactive disclosures

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

1.3.5. Punitive Provisions

Without prejudice to and in addition to the rights of the Purchaser to other penal provisions as per the bid documents or contract, if the Purchaser comes to a conclusion that a (prospective)

bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the purchaser may take appropriate measures including one or more of the following:

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

B. The Bidding Documents

1.4 Cost of Bidding Documents

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

1.5 Content of Bidding Documents

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

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

1.6 Clarification of bidding documents

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

A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing [through the CPPP website https://etenders.gov.in](https://etenders.gov.in) OR at the Purchaser's address specified in the Special Conditions of Contract (SCC). The Purchaser will respond in writing through the CPP Portal OR through e-mail to any request for clarification, provided that such request is received not later than ten (10) days prior to the due date for submission of bids. (Please see the Critical Date Sheet) 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 1.7 relating to amendment of bidding documents and Clause 1.19 relating to Due date for Submission of Bids. The amendments issued would be hosted on the CPPP website <https://etenders.gov.in> of the purchaser for the benefit of the prospective bidders who are expected to take cognizance of the same before formulating and submitting their bids.

1.6.2. In case when there is PRE-BID CONFERENCE – No pre-bid conference

- a) ~~A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing through CPPP website <https://etenders.gov.in> OR at the Purchaser's address specified in the Special Conditions of Contract (SCC), latest by the date specified in the Invitation for Bids / NIT (Critical Date Sheet) which would be deliberated as per Clause 1.6.2 (b) of Instructions to the Bidders. No request for clarification or query shall be normally entertained after the clarification period. 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 1.7 relating to amendment of Bidding Documents and Clause 1.19 relating to Due Date for Submission of Bids. The clarifications and amendments issued would also be hosted on the CPPP website <https://etenders.gov.in> of the Purchaser for the benefit of the other prospective bidders.~~
- b) **A Pre-bid Conference shall be held through a Video Conferencing on Google Meet as per the schedule given in Tender Detail Screen. The link for attending the Video Conferencing through Google Meet is <https://meet.google.com/iay-dmbx-wbg>. The Video Conferencing shall commence at the date and time specified in the schedule.** All prospective bidders are requested to kindly attend the Pre-bid Conference. In order to facilitate CDRI for proper conduct of the Pre-bid Conference, all prospective bidders are requested to kindly submit their queries (with envelope bearing Tender No. and Date on top and marked "Queries for Pre-bid Conference") so as to reach CDRI as indicated in Invitation to Bid. Queries may be sent by email to cosp.cdri@cdri.res.in; sspe@cdri.res.in; . CDRI shall answer the queries during the pre-bid conference, which would become a part of the proceedings of the Pre-bid Conference. These proceedings will become a part of clarifications / amendments to the bidding documents and would become binding on all the prospective bidders. These proceedings would also be hosted on CPPP website <https://etenders.gov.in> for the benefit of all the prospective bidders. Before formulating and submitting their bids, all prospective bidders are advised to surf through the CPPP website <https://etenders.gov.in> after the Pre-bid Conference, in order to enable them take cognizance of the changes made in the Tender document.

1.7 Amendment to Bidding Documents

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

C. Preparation of bids

1.8 Language of Bid

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

1.9 Documents Comprising the E-Bid

1.9.1 The E-bid shall comprise of the following documents as per the requirement of the Tender Document. The documents should be scanned and **uploaded in PDF format in the following sequence**. The scanned documents uploaded as part of bid should be scanned in high resolution for better readability.

Sr. No.	Document Required	Reference Clause & Forms of tender document
1	Bid Security / EMD for Amount specified in NIT OR Bid Securing Declaration form in case of exemption to the MSEs bidder	1.15 & Chapter-7: Annexure-C or D
2	Bid form- Tender Acceptance form	Chapter-7: Annexure-H
3	Declaration by the Bidder for Code of Integrity & conflict of interest	5.1 (b) & Chapter-7: Annexure-I
4	Integrity Pact	Chapter-7: Annexure-A
5	Certificate of Incorporation	5.1 (a)
6	Manufacturers Authorisation Form	Chapter-7: Annexure-B
7	Unpriced bid with Technical Specifications & Scope of Supply	Chapter-4 & Chapter- 6
8	Schedule of Requirement	Chapter-3
9	Deviation Statement	Chapter-7: Annexure-F (Part-I & II)
10	Performance Statement Form	5.2 (b) & Chapter-7: Annexure-E
11	Service Support Details	5.2 (c) & Chapter-7: Annexure-G
12	Certificate towards Net worth duly authenticated by CA or audited balance sheet of the last three financial years, duly authenticated by a Chartered Accountant/Cost Accountant.	5.3
13	Self Certification- for Class-I & Class-II local supplier	1.30.9-B (e) & Annexure-M
14	Documents to substantiate MSME Bidder status	MSME registration of appropriate authority
15	Self Certification regarding Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)	1.1.3, 1.30.11 & Chapter-7: Annexure-N
16	Integrity Pact, if applicable	1.44 & 2.43

The documents comprising bid should be submitted in the **above sequence in orderly manner**.

1.9.2 Documents comprising Single Bid

All the above documents (**as applicable**) from Sr. No. 1 to 16 should be submitted in Single E-Bid along with BOQ- Price bid.

1.9.3 Documents comprising Two Bid (Technical Bid & Price Bid)

Technical bid should comprise of all the above documents (as applicable) from Sr. No. 1 to 16.
Price Bid should comprise of BOQ.

1.10 Bill of Quantity (BOQ)- Price bid

Bidders should necessarily submit their financial bids in the format provided and no other format is acceptable. The prices mentioned in BOQ shall be considered for evaluation and comparison of bids. Bidders are required to download the BOQ file, open it and complete the Blue coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected. **There should not be any mention of Taxes/ GST in BOQ. GST shall be paid at actuals as per the prevailing rates.**

1.11 Bid Prices

1.11.1. The bidder shall fill up the Bill of Quantity (BOQ) which is price bid. The BOQ should be filled up carefully as it will be used for evaluation of L1. The contract will be awarded to L1 bidder subject to fulfilment of other terms and conditions of tender and also the Price preference policy of Govt. of India as specified in Clauses 1.30.9 and 1.30.10 of the Tender document.

1.11.2. Prices shall be entered in BOQ in the following manner:

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

i)	The price of the goods quoted Ex-works
ii)	The charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination as specified in the BOQ.
iii)	The installation, commissioning and training charges including any incidental services, if any.

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

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

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

1.11.4. Where there is no mention of packing, forwarding, freight, insurance charges, taxes etc. such offer shall be rejected as incomplete.

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

1.11.6. All lots and items must be listed in Unpriced bid and priced separately as per BOQ. If Unpriced bid shows items listed but not priced in BOQ, their prices shall be assumed to be included in the prices of other items. Lots or items not listed in unpriced bid shall be assumed to be not included in the bid.

1.11.7. The CSIR-CDRI is a public funded Research Institution under Department of Scientific & Industrial Research and concessional Custom Duty @ 5.50% OR 0% as the case may be, is applicable for the goods purchased for research purpose vide Government of India Notification No.51/96-Customs dated 23.07.1996

1.11.8. In case of imports the freight & insurance will be paid by the Purchaser, as the consignments are to be shipped through the Purchaser nominated freight forwarder.

1.11.9. In case of INR bids the price criteria should be on Free Delivery to CDRI, Lucknow. Govt. Levies like GST if any, shall be paid at actual rates applicable on the date of delivery. Rates should be quoted accordingly giving the basic price.

~~1.11.10. Custom Duty is levied on all import meant for CSIR-CDRI. Hence, the suppliers are requested to quote only on FOB/FCA basis, freight, insurance and custom duty as applicable to R&D Institutions will be paid by the Purchaser.~~

~~1.11.11. CSIR-CDRI is a public funded Research Institution under Department of Scientific & Industrial Research and concessional GST @ 5% is applicable for the goods purchased for research purpose vide Ministry of Finance (Department of Revenue) Notification No.47/2017-Integrated Tax dated 14.11.2017 & Notification No.45/2017-Central Tax dated 14.11.2017.~~

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

1.12 Bid Currencies

Prices shall be quoted in Indian Rupees for offers received for supply within India and in freely convertible foreign currency in case of offers received for supply from foreign countries i.e. domestic tenderers are to quote and accept their payment in Indian currency; Indian agents of

foreign suppliers are to receive their agency commission in Indian currency; cost of imported goods & services rendered in India, which are directly imported against the contract, may be quoted in foreign currency (currencies). Multicurrency BOQ shall have provision to quote prices in multiple currencies.

1.13 Documents Establishing Bidder's Eligibility and qualifications

1.13.1. The bidder shall furnish, as part of its bid, documents establishing the bidders' eligibility to bid and its qualification (as specified in Chapter-5) to perform the contract if its bid is accepted.

1.13.2. The documentary evidence of the bidders qualification to perform the contract if the bid is accepted shall establish to the purchasers satisfaction that:

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

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

1.14 Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

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

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

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

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

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

1.15.1. The Bidder shall furnish, as part of its bid, a Bid security (BS) / Earnest Money Deposit (EMD) of amount as specified in NIT in the form of a Bank Guarantee / RTGS drawn on any Scheduled / Nationalized Bank in favour of the Director, Central Drug Research Institute, Lucknow.

A. In case of Foreign Bidder(s):

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

B. In the case of indigenous bidders:

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

1.15.2. E-Bids submitted without BS/EMD will stand rejected. BS/EMD will not be accepted in the form of cash / cheque or any other form other than Bank Guarantee/RTGS(direct transfer to CDRI account) as per format given in Chapter-7: Annexure C. No interest is payable on BS/EMD

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

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

(a)	A Bank Guarantee (BG) issued by a Nationalized / Scheduled bank in India in the form provided in the bidding documents and valid for 45 days beyond the validity of the bid.
(b)	EMD amount directly transfer through online tools(RTGS) to CSIR-CDRI Account, transactio details must be mention in technical bid as per Annexure-I
Bank details of CSIR-CDRI is attached in Tender Document.	

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

1.15.6. The bid security should be submitted in its original form to the address:
CONTROLLER OF STORES & PURCHASE
CSIR-CENTRAL DRUG RESEARCH INSTITUTE
 Sector 10, Jankipuram Vistar
 Lucknow(UP) – INDIA

The Bid Security should be in the name of
 Director
 CSIR-Central Drug Research Institute, Lucknow

1.15.7. Scanned Copy of Bank Guarantee towards bid security should be uploaded along with the E-bid. Bid security / EMD is the mandatory requirement however the MSMEs registered with agencies /bodies (Udyog Aadhar/Udyam) are **exempted from payment of Earnest Money Deposit (EMD)**.

The tender fee and EMD exemption is **applicable to MSMEs subject to conditions given below:**

- a) MSMEs participating in the tender must submit valid & authorised copy of certificate of registration with any one of the above agencies. In case of bidders submitting DIC registration certificate shall attach original notarised copy of the DIC certificate.
- ii) **Traders / resellers / distributors / authorized agents will not be considered for availing benefits** under Public Procurement policy 2012 for MSMEs as per MSME guidelines issued by MoMSME.
- iii) The registration certificate issued from any one of the above agencies must be **valid as on Bid closing date of the tender**. Bidder shall ensure validity of registration certificate in case bid closing date is extended.

- iv) The MSMEs who have applied for registration or renewal of registration with any of the above agencies / bodies, but have **not obtained the valid certificate** as on close date of the tender, are **not eligible for exemption / preference**.
- v) Where any aggregator has been appointed by the Ministry of MSME, themselves quote on behalf of some MSE units, such offers will be considered as offer from MSE units and all such facilities would be extended to these aggregators also.

vi) **Eligible MSEs bidder must submit the Bid Securing Declaration as per Annexure-D**

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

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

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

1.15.11. The bid security may be forfeited:

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

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

1.15.13. The bidder who seek exemption for EMD should submit **Bid Securing Declaration** as per format specified in **Chapter-7: Annexure- D.**

1.16 Period of Validity of Bids

1.16.1. Bids shall remain valid for minimum of 120 days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period may not be considered for further evaluation.

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

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

1.17 Format and Signing of Bid

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

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

1.17.3. In case the bids are invited on two-bid system, the Bidder shall submit E-bid in two separate parts. First part shall contain Technical bid comprising all documents listed under Clause- 1.9

relating to Documents Comprising the Bid. The second part shall contain the Price-Bid as the form of BOQ.

- 1.17.4. The scanned copies of the E-bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All the formats as annexures should be duly signed and stamped.
- 1.17.5. Any interlineations, erasures or overwriting shall be valid only if they are initialled by the person or persons signing the bid.

D. Submission of E-Bids

1.18 Submission of E-Bids

- 1.18.1 Bids shall be submitted online only at CPPP website <https://etenders.gov.in> Manual/ Offline bids shall not be accepted under any circumstances.
- 1.18.2 The Bidder shall download the Tender Enquiry Document directly from the website <https://etenders.gov.in> and shall not tamper/modify it in any manner. In case if the same is found to be tampered/modified in any manner, Tender/Bid will be summarily rejected and EMD would be forfeited.
- 1.18.3 The complete bidding process is online. Bidders should be in possession of valid Digital Signature Certificate (DSC) of class III for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. If the envelope is not digitally signed & encrypted the Purchaser shall not accept such open Bids for evaluation purpose and shall be treated as non-responsive and rejected.
- 1.18.4 Bidders are advised to go through “Bidder Manual Kit”, “System Settings” & “FAQ” links available on the login page of the e-Tender portal for guidelines, procedures & system requirements. In case of any technical difficulty, Bidders may contact the help desk numbers & email ids mentioned at the e-tender portal. Every Bidder will be required to obtain a Class-III Digital Signature (DSC) for submission of Bids.
- 1.18.5 Bidders are advised to visit CPPP website <https://etenders.gov.in> regularly to keep themselves updated, for any changes/modifications in the Tender Enquiry Document.
- 1.18.6 Intending bidders are advised to visit CPPP website <https://etenders.gov.in> regularly till closing date of submission of bid, for any corrigendum.
- 1.18.7 The Bid Security/Earnest Money Deposit shall be deposited through Bank Guarantee / Demand Draft drawn in favour of “The Director, Central Drug Research Institute, Lucknow”. The original Bid Security/EMD must be delivered at address mentioned in Sr.No.2 of NIT till bid submission date and time as mentioned in “Date Sheet” failing which the bid shall be summarily rejected.
- 1.18.8 Purchaser shall receive the bids online through CPPP portal only. The e-Tender portal shall automatically stop accepting bids after the scheduled date and time specified in the Tender Document. Partially submitted bids shall be treated as invalid and shall not be processed.
- ##### **1.19 Due date for Submission of E-Bids**
- 1.19.1. EMD/BS must be received by the Purchaser at the address specified in NIT not later than the time and date specified in NIT.
- 1.19.2. Bidders are advised to upload and submit their E-bids timely within due date for submission of E-Bids in view of the electronic process so as to avoid last minute issues.
- 1.19.3 The Purchaser may, at its discretion, extend the due date for submission of E-bids by amending the tender documents in accordance with Clause relating to Amendment of Bidding Documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the due date will thereafter be subject to the due date as extended.
- ##### **1.20 Late Submission of EMD**
- 1.20.1. Any bid security/EMD received by the Purchaser after the due date for submission of bids prescribed by the Purchaser is liable to be rejected.

1.20.2. Bidders must note that the e-tender portal shall not permit uploading of bids after the scheduled time of submission.

1.21 Withdrawal, substitution and Modification of Bids

1.21.1 The bidder may withdraw, correct or modify his digitally signed bid after submission prior to the deadline for submission of bids, through provisions of e-tendering portal.

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

E. Opening and Evaluation of E-Bids

1.22 Opening of E-Bids by the Purchaser

1.22.1 The E-bids shall be opened online by authorised officials of the Purchaser as per schedule given in Date Sheet. In case of two bid tender, the price bid of only those bidders who qualified in technical evaluation, shall be opened.

1.22.2 In case, the day of bid opening is declared a holiday by the government, the E-bids will be opened on the next working day at the same time. No separate intimation shall be sent to the bidders in this regard.

1.22.3 Since, E-bid is an online process; the E-bid opening or any other process may be delayed due to any technical/server issue. If any such issue arises, this will not be tantamount to process delay and CSIR-CDRI will not be responsible for the same.

1.22.4 On opening of bids online, accepting the bid would not mean that the firm is technically or financially qualified.

1.23 Confidentiality

1.23.1. Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until Award of the Contract. However, decisions taken during process of tender evaluation shall be hosted on e-Tenders portal.

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

1.24 Clarification of Bids

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

1.25 Preliminary Examination

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

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

- (a) All the tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the tender enquiry document. The bid, who do not meet the basic requirements, will be treated as non-responsive and ignored. The following are

some of the important points, for which a tender may be declared as non-responsive and will be ignored, during the initial scrutiny:

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

- (b) BOQ (Price Bid) of the technically qualified bidders shall be liable to rejection if any condition is added in BOQ which contradicts the technical bid/unpriced bid.

1.26 Responsiveness of Bids

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

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

- 1.26.2. The Purchasers' determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 1.26.3. If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.
- 1.26.4. If a bidder quotes Nil Charges/consideration, the bid shall be treated as unresponsive and will not be considered.

1.27 Non-Conformity, Error and Omission

- 1.27.1. Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- 1.27.2. Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 1.27.3. Provided that the Bid is substantially responsive, the bid shall be evaluated as per BOQ.
- 1.27.4. Provided that a bid is substantially responsive, the purchaser may request that a bidder may confirm the correctness of arithmetic errors as done by the purchaser within a target date. In case, no reply is received then the bid submitted shall be ignored and its Bid Security may be forfeited.

1.28 Examination of Terms & Conditions- Technical Evaluation

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

- 1.28.2. The Purchaser shall examine the Bid to confirm that Eligibility and Qualification criteria as specified in Chapter-5 is fulfilled by the bidder.
- 1.28.3. The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with **ITB Clause- 1.14**, to confirm that all requirements specified in Chapter 4 of the Bidding Documents have been met without any material deviation or reservation.
- 1.28.4. If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with **ITB Clause 1.26**, it shall reject the Bid.
- 1.28.5. Any bidder seeking benefit/preference under MSME / Make in India or any other policy/scheme of the Government of India, which is currently in force MUST at the time of bidding itself enclose all relevant documents / certificates etc. for claiming such benefits. The bidder must also clearly highlight the provisions of the policy and the kind of benefit being sought by it for which it meets the conditions for claiming such benefits. It may be noted that no other benefit / preference / concessions which is beyond the scope of the policy or the bidder's entitlement under the policy shall be given / considered by us. If the bidder fails to claim such benefit and/or fail to submit necessary documents/certificates in support of its claim at the time of bidding itself, its claim shall not be entertained at a later stage in the bidding process and no opportunity shall be provided to it to submit any document / certificate.
- 1.28.6. **Relaxation in Prior Turnover and Experience to Start-ups: In this Tender process, relaxation in prior turnover and experience to Start-ups or MSEs or any bidder are not allowed as procurement of items related to public safety, health, critical security operations and equipment etc. [Ref. OM No F.20\2/2014-PPD(Pt.) dated 20.09.2 016]**

1.29 Conversion to Single Currency

Quoted price should be in INR only.

1.30 Evaluation and comparison of bids

- 1.30.1. The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 1.30.2. To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined below. No other criteria or methodology will be used.
- 1.30.3. The bids shall be evaluated on the basis of final landing cost which shall be arrived as under and as per format given in BOQ of e-Tender excluding GST:

(a) For Goods manufactured within India

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

(b) For Goods manufactured abroad

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

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

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

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

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

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

~~1.30.7. Wherever the price quoted on FOB / FCA and CIF / CIP basis are the same, the Contract would be made on CIF / CIP basis only. In this case supplier shall arrange the insurance cover from Suppliers Warehouse to purchasers' Warehouse i.e. CSIR CDRI, Lucknow as per clause No. 2.16.1 of GCC/SCC~~

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

1.30.9. Price preference to Local suppliers as per Make in India procurement policy of Govt. of India and Department for Promotion of Industry and Internal Trade (DPIIT) order No. P-45021/2/2017-PP (BE-II) dated 04th June, 2020 & 16th September 2020 and subsequent orders.

A. Eligibility of 'Class-I local supplier', 'Class-II local supplier' and 'Non-local supplier'

- a) Only *Class-I* local suppliers are eligible to participate in tender if there is sufficient local capacity and local competition irrespective of the purchase value. L1 bidder amongst *Class-I* local suppliers shall be awarded contract subject meeting other requirements as per tender.
- b) In procurement of all goods or services not covered above, with the estimated value of purchases less than Rs. 200 Crore, only 'Class-I local supplier' and 'Class-II local supplier', as defined under the order referred in para 1.30.9, shall be eligible to bid, 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'.

B. Estimated value of procurement of tendered goods is below Rs. 200 Crore and it is not a Global Tender:

a) Tendered goods are divisible in nature, the following procedure shall be followed to evaluate L1 with the margin of purchase preference of 20% to Local supplier:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a *Class-I* local supplier, the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not from a *Class-I* local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the *Class-I* local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 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 local suppliers, then such balance quantity may also be ordered on the L1 bidder.

b) Tendered goods are not divisible and will be on Turnkey mode in nature, the following procedure shall be followed to evaluate L1 and award of contract:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a *Class-I* local

supplier, the contract will be awarded to L1.

- ii. If L1 is not from a *Class-I* local supplier, the lowest bidder among the *Class-I* local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 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 suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

Note: the tendered item as shown in Chapter 4 is non-divisible.

c) For more clarity in this regard, following table is furnished:

Quantity of Tendered goods	Price quoted by Local suppliers	Finalization of tender
Can be Split	L1 is <i>Class-I</i> local supplier	Full order on <i>Class-I</i> Local supplier
Can be Split	Not L1 but <i>Class-I</i> Local supplier within L1 + 20%	50% order on <i>Class-I</i> Local supplier subject to matching L1 price
Cannot be Split	L1 is <i>Class-I</i> local supplier	Full Order on <i>Class-I</i> Local supplier
Cannot be Split	Not L1 but <i>Class-I</i> local supplier within L1+20%	Full Order on <i>Class-I</i> Local supplier subject to matching L1 price

d) Definitions of terms applicable to this clause

- i. 'Local content' means the amount of value added in India which shall 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.
- ii. '*Class-I* Local supplier' means a supplier or service provider whose goods or services offered for procurement, has local content equal to or more than 50% as defined under the Order referred in para 1.30.9.
- iii. '*Class-II* local supplier' means a supplier or service provider, whose goods or services offered for procurement, has local content equal to or more than 20% but less than 50%, as defined under the Order referred in para 1.30.9.
- iv. '*Non-Local* supplier' means a supplier or service provider, whose goods or services offered for procurement, has local content less than or equal to 20%, as defined under the Order referred in para 1.30.9.
- v. 'L1' means the lowest tender or lowest bid or the lowest quotation received in this tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation .
- vi. '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.

e) Verification of local content

- i. 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, item(s) of Local content, &** provide self certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made. (Annexure-M)

- ii. In cases of procurement for a value in excess of ₹ 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- iii. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Finance Rules along with such other actions as may be permissible under law.
- iv. A supplier who has been debarred by any procuring entity for violation of the order of the **Department for Promotion of Industry and Internal Trade (DPIIT) order No. P-45021/2/2017-PP (BE-II) dated 04th June, 2020** shall not be eligible for preference under the said 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 in the order of the **Department for Promotion of Industry and Internal Trade (DPIIT) order No. P-45021/2/2017-PP (BE-II) dated 04th June, 2020**.

C. "Class-II local supplier" will NOT get purchase preference in any procurement.

1.30.10. Purchase Preference to MSEs

- i) In case MSE bidder is L1 entire value of the tender is to be ordered on the L1 MSEs bidder.
- ii) In tender, participating Micro and Small Enterprises quoting price within price band of L1 + 15% 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 and such Micro and Small Enterprise shall be allowed to supply upto 25 percent of the total tendered value (where the tender quantity can be split).
- iii) In case of more than one such MSEs are in the price band of L1 + 15% and matches the L1 price, the supply may be shared proportionately if the goods can be split.
- iv) In case the tendered quantity of goods cannot be split, MSEs shall be allowed to supply total tendered quantity provided their quoted price is within a price band of L1 + 15% and they match the L1 price.
- v) If the quantity cannot be split and there are more than one eligible MSEs bidders (price band within L1+15%) then the opportunity to match the L1 rate of the tender shall be given first to MSEs (who have quoted lowest rate among the MSEs within the price band of L1+15%) and the total quantity shall be awarded to him after matching the L1 price of the tender.
- vi) If the MSE who have quoted lowest rate among the MSEs in the price band of L1 + 15% do not agree to match the rate of L1 of the tender, then the next ranked MSE bidder who has quoted within the price band of L1 + 15% in order shall be given chance to match the rate of L1 for award of the quantity/order.
- vii) For more clarity in this regard, following table is furnished:

Quantity of Tendered goods	Price quoted by MSE	Finalization of tender
Can be Split	L1	Full order on MSE
Can be Split	Not L1 but within	25% order on MSE subject to matching L1
Cannot be Split	L1	Full Order on MSE
Cannot be Split	Not L1 but within	Full Order on MSE subject to matching L1

- viii) The purchase preference to MSE is not applicable for works contracts where supply of goods not produced by MSEs is also involved.
- ix) Purchase preference shall be made applicable subject to conditions given in Clause-1.15.7.

1.30.11. Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) as per Ministry of Finance Order No.: F. No. 6/18/2019-PPD Dated 23rd July, 2020 & OM no. F. No. 18/37/2020-PPD Dated 08th February, 2021.

- 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.
- 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 bidders stated hereinbefore, 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 this Order means:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any 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 decision including by virtue of their shareholding or management rights or shareholders 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.
- VI. In case of Work contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractors shall not be allowed to sub-contract works to

any contractor from a country which shares a land border with India: i) A bidder is permitted to procure raw material, components, sub-assemblies etc. from the vendors from countries which shares a land border with India. Such vendors will not be required to be registered with the Competent Authority, as it is not regarded as “sub-contracting”. ii) However, in case a bidder has proposed to supply finished goods procured directly/ indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

1.31 Comparison of Bids

The Purchaser shall compare all substantially responsive bids to determine the lowest bid (L1), in accordance with **ITB Clause 1.30** and prices quoted in BOQ.

1.32 Contacting the Purchaser

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

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

1.33 Post qualification

1.33.1. In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in **ITB Clause 1.13**.

1.33.2. The determination will take into account the Eligibility & Qualification criteria listed in the Chapter-5 Tender document and it will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.

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

F. Award of contract

1.34 Negotiations

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

1.35 Award Criteria

Subject to **ITB Clause 1.37**, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. The details of the award would be hosted on the CPPP website <https://etenders.gov.in> & CSIR-CDRI Website www.CDRI-india.org.

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

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

1.37 Purchaser's right to accept any Bid and to reject any or all Bids

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

1.38 Notification of Award

- 1.38.1. Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable or telex or fax or e mail that the bid has been accepted and a separate purchase order shall follow through post.
- 1.38.2. Until a formal contract is prepared and executed, the notification of award should constitute a binding contract.
- 1.38.3. Upon the successful Bidder's furnishing of the signed Contract Form and Performance Security pursuant to **ITB Clause 1.41**, the Purchaser will promptly notify each unsuccessful Bidder and discharge its bid security.

1.39 Signing of Contract

- 1.39.1. The Purchaser shall send the successful Bidder the Purchase Order.
- 1.39.2. Within fourteen (14) days of date of the Purchase Order, the successful Bidder shall enter into Contract Agreement as per Chapter- 8.

1.40 Order Acceptance

- 1.40.1. The successful bidder should submit Order acceptance within 14 days from the date of issue of Purchase Order, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited pursuant to **ITB Clause 1.15.11**.
- 1.40.2. The order confirmation must be received within 14 days. However, the Purchaser has the powers to extend the time frame for submission of order confirmation beyond the original date. Even after extension of time, if the order confirmation is not received, the contract is liable to be cancelled provided that the purchaser, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained, may, for cogent reasons, offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.

1.41 Performance Security

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

1.42 Assistance to Bidders:

- 1.42.1 Any queries relating to the Tender Enquiry Document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the NIT.
- 1.42.2 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

1.43 Bidder's right to question rejection

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

- 1.43.1 Only a bidder who has participated in the concerned procurement process i.e. pre-qualification, bidder registration or bidding, as the case may be, can make such representation.
- 1.43.2 In case pre-qualification bid has been evaluated before the bidding of Technical bids, an application for review in relation to the technical bid may be filed only by a bidder who has qualified in pre-qualification bid.

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

1.44 Integrity Pact

- 1.44.1 Integrity Pact binds both buyers and sellers to ethical conduct and transparency in all activities from pre-selection of bidders, bidding and contracting, implementation, completion and operation related to the contract.
- 1.44.2 The Integrity pact essentially envisages an agreement between the prospective vendors/bidders and the buyer, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract. Only those vendors/bidders, who commit themselves to such a Pact with the buyer, would be considered competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification. The essential ingredients of the Pact include:
- i) Promise on the part of the Purchaser to treat all bidders with equity and reason and not to seek or accept any benefit, which is not legally available
 - ii) Promise on the part of bidders not to offer any benefit to the employees of the Purchaser not available legally and also not to commit any offence under Prevention of Corruption Act, 1988 or Indian Penal Code 1860
 - iii) Promise on the part of bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts; etc.
 - iv) Undertaking (as part of Fall Clause) by the bidders that they have not and will not sell the same material/equipment at prices lower than the bid price;
 - v) Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates;
 - vi) Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary;
 - vii) Bidders to disclose any past transgressions committed over the specified period with any other company in India or Abroad that may impinge on the anti-corruption principle;

viii) Integrity Pact lays down the punitive actions for any violation.

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

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

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

1.44.6 The names and contact details of the Independent External Monitors (IEM) in the event of the need of IP is as detailed below:

The names and contact details of the Independent External Monitors (IEM) in the event of the need of IP is detailed below:

Shri Prabakaran Palaniappan
IAS (Retd.)

New No. 9, (Old No. 4B/14),
Venkateswara Nagar 3rd Street
Adyar, Chennai 600 020 (Tamilnadu)
Email: pprabakarani@gmail.com

Dr. Rajan S. Katoch IAS (Retd.)
IAS (Retd.)

A-91, Alkapuri
Bohpal – 462 022 (MP)
Email: rkatoch@nic.in

1.44.7 The modal format of Integrity Pact is given in Chapter-7: Annexure-J.

CHAPTER 2
CONDITIONS OF CONTRACT

A. GENERAL CONDITIONS OF CONTRACT

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

GENERAL CONDITIONS OF CONTRACT

2.1. Definitions

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

Sr. No.	Words / Expressions	Meaning
(a)	Contract	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	The documents listed in the Contract Agreement, including any amendments thereto.
(c)	Contract Price	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	Calendar day
(e)	Completion	The fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
(f)	GCC	The General Conditions of Contract.
(g)	Goods	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)	Services	The services incidental to the supply of the goods, such as transportation, insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
(i)	SCC	The Special Conditions of Contract.
(j)	Subcontractor	Any natural person, private or government entity, or a combination of the above, to which any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
(k)	Supplier	The natural Person, Private or Government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
(l)	Council	The Council of Scientific & Industrial Research (CSIR), registered under the Societies Registration Act, 1860 of the Government of India having its registered office at 2, Rafi Marg, New Delhi-110001, India.
(m)	Purchaser	Any of the constituent Laboratory/Institute of the Council situated at any designated place in India as specified in SCC
(n)	The final destination	The place named in the SCC.

2.2 Contract Documents

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

2.2.2 Successful bidder shall have to enter into Contract Agreement as per Contract Form given in Chapter- 8 within 14 days of placement of Purchase Order having value **above Rs. 25 Lakh** or equivalent amount in Foreign Currency.

2.3 Fraud, Corruption and Code of integrity

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

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

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

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

2.3.2 Without prejudice to and in addition to the rights of the Purchaser to other penal provisions as per the bid documents or contract, if the Purchaser comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the Purchaser may take appropriate measures 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:
 - i. Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year
 - ii. In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India
 - iii. Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

2.4 Joint Venture, Consortium or Association

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

2.5 Scope of Supply

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

2.6 Suppliers' Responsibilities

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

2.6.2 Amalgamation/Acquisition etc.:

In the event the Manufacturer/Supplier proposes for amalgamation, acquisition or sale its business to any firm during the contract period, the Buyer/Successor of the Principal Company are liable for execution of the contract and also fulfilment of contractual obligations i.e. supply,

installation, commissioning, warranty, maintenance/replacement of spares accessories etc. You may confirm this condition while submitting the bid.

2.7 Contract price

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

2.8 Copy Right and Patent Indemnity

2.8.1 Copy Right

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

2.8.2 Patent Indemnity

a) The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 2.8.2(a), indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

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

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

2.9 Application

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

2.10 Standards

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

2.11 Use of Contract Documents and Information

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

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

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

2.12 Performance Security (PS)

- 2.12.1 Within 21 days of receipt of the notification of award of contract / Purchase Order, the Supplier shall furnish performance security in the amount specified in SCC, valid till 60 days after the warranty period. Alternatively, the PS may also be submitted at the time of release of final payment in cases where part payment is made against delivery & part on installation. The PS, where applicable, shall be submitted in advance for orders where full payment is to be made on Letter of Credit (LC) or on delivery. In this case, submission of PS at the time of negotiation of documents through Bank would be stipulated as a condition in the LC and the BS should be kept valid till such time the PS is submitted.
- 2.12.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 2.12.3 The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India and denominated in the currency of the contract in the case of offers received for supply from foreign countries.
- 2.12.4 In the case of imports, the PS may be submitted either by the principal or by the Indian agent and, in the case of purchases from indigenous sources, the PS may be submitted by either the manufacturer or their authorized dealer / bidder.
- 2.12.5 The Performance security shall be in one of the following forms:

(a)	A Bank guarantee issued by a Nationalized / Scheduled bank located in India or a bank located abroad in the form provided in the bidding documents.
OR	
(b)	A Banker's cheque or Account Payee demand draft in favour of the purchaser.

- 2.12.6 The performance security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in SCC, without levy of any interest.
- 2.12.7 In the event of any contract amendment, the supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.
- 2.12.8 The order confirmation should be received within 14 days from the date of notification of award. However, the Purchaser has the powers to extend the time frame for submission of order confirmation and submission of Performance Security (PS). Even after extension of time, if the order acceptance and PS are not received, the contract shall be cancelled and limited tenders irrespective of the value would be invited from the responding firms after forfeiting the bid security of the defaulting firm, where applicable provided there is no change in specifications. In such cases the defaulting firm would not be considered again for re-tendering in the particular case.
- 2.12.9 Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, and then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.

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

Bidder shall be responsible for Design, Engineering, Fabrication, Supply, Installation, Testing, Commissioning and Validation of Bio-Safety Laboratory Level-3 containing (1) BSL-3 lab (2) Animal Biosafety lab (ABSL-3) (3) Aerosol challenge room, Animal Holding lab (ABSL-3) for mice and guinea pig, Microscopy and instrumentation room and training wherever applicable and for after sales service during the warranty and thereafter as specified in Chapter- 4.

2.14 Packing

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

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

2.15 Delivery and Documents

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

Details of Shipping and other Documents to be furnished by the Supplier are :	
A)	For goods manufactured or supplied from within India
	Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by registered post / speed post and copies thereof by FAX/email
(a)	Three copies of Supplier's Invoice indicating, inter-alia description and specification of the goods, quantity, unit price, total value
(b)	Packing list
(c)	Certificate of country of origin, if applicable
(d)	Insurance certificate, if required under the contract
(e)	Railway receipt/Consignment note
NOTE:	
1	The nomenclature used for the item description in the invoice(s), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s)/Challans.
2	The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
B)	For goods manufactured or supplied from abroad
	Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by Registered Post / courier and copies thereof by FAX.
(a)	Three copies of supplier's Invoice giving full details of the goods including quantity, value, etc.
(b)	Packing list
(c)	Certificate of country of origin
(d)	Manufacturer's warrantee and Inspection certificate, if any
(e)	Inspection certificate issued by the Purchaser's Inspector, if any
(f)	Insurance Certificate, if required under the contract
(g)	Name of the Vessel / Carrier
(h)	Bill of Lading / Airway Bill
(i)	Port of Loading
(j)	Date of Shipment
(k)	Port of Discharge & expected date of arrival of goods

(f)	Any other document(s) as and when required in terms of the contract
NOTE:	
1	All the delivery and safety of the items related to BSL facility shall be the responsibility of the supplier.

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

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

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

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

~~2.16 Insurance~~

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

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

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

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

~~2.16.5. With a view to ensure that claims on insurance companies, if any, are lodged in time, the Bidders and / or the Indian agent shall be responsible for follow up with their principals for ascertaining the dispatch details and informing the same to the Purchaser and he shall also liaise with the Purchaser to ascertain the arrival of the consignment after clearance so that immediately thereafter in his presence the consignment could be opened and the insurance claim be lodged, if required, without any loss of time. Any delay on the part of the Bidder / Indian Agent would be viewed seriously and he shall be directly responsible for any loss sustained by the Purchaser on the event of the delay.~~

~~2.17 Transportation~~

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

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

~~2.17.3. In the case of supplies from within India, where the Supplier is required under the Contract to transport the Goods to a specified destination in India, defined as the Final Destination,~~

transport to such destination, including insurance and storage, as specified in the Contract, shall be arranged by the Supplier, and the related costs shall be included in the Contract Price.

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

2.18 Incidental Services

The supplier may be required to provide any or all of the services, including training, if any, as specified in **Chapter 4**:

2.19 Spare Parts

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

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

2.20 Warranty

- a) The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- b) The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India.
- c) **Unless otherwise specified in the SCC**, the warranty shall remain valid for Two years from the date of final validation of the BSL-3/ABSL-3 facility.
- d) The warranty on the associated software should cover providing of upgraded version/s, if any, released during the warranty period free of cost.
- e) The bidder shall assure the supply of spare parts after warranty is over for maintenance of the equipment supplied if and when required for a period of 10 years from the date of supply of equipment on payment on approved price list basis.
- f) The equipment must be supported by a Service Centre manned by the principal vendor's technical support engineers. The support through this Centre must be available 24 hours in a day, seven days a week and 365 days a year. Also it should be possible to contact the Principal's vendor support Centre on a toll free number/web/mail.
- g) An undertaking from the manufacturer is required in this regard stating that they would facilitate the Bidder, Service provider on regular basis with technology / product updates & extend support for the warranty as well.
- h) Supplier will have to arrange for all the testing equipment & tools required for installation, testing & maintenance etc.
- i) The Principal Supplier must have a local logistics support by maintaining a local spares depot in the country of deployment of the equipment. This is to ensure immediate delivery of spares parts from Principal Supplier of equipment to its channel partner/system integrator.

- j) Details of onsite warranty, Name of Agency that shall maintain during warranty and undertake Annual Maintenance Contract/Comprehensive Service Maintenance Contract beyond warranty shall be given in the offer. In case of foreign quote, the name of Indian Agent who shall maintain during warranty and AMC beyond warranty shall be given in the Technical Offer.
- k) The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- l) Upon receipt of such notice, the Supplier shall, within a reasonable period of time, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- m) If having been notified, the Supplier fails to remedy the defect within a reasonable period of time; the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
- n) In case the Equipment / System remains non-operational or performs below the desired level for more than 1 week after intimation of the fault in the Equipment / System then Warranty period shall be extended for further period for which Equipment / System remained non-operational or performed below the desired level, without prejudice to any other terms and conditions of the Contract.
- o) The defects, if any, during the warranty period are to be rectified free of charge by arranging free replacement wherever necessary.
- p) In case of any replacement during the warranty period the same shall be made free of cost i.e. DDP for import replacement and/or free delivery to CDRI for indigenous replacement. All the duties / taxes relating to these replacements have to be borne by the supplier. Dispatch details of such warranty replacements have to be informed in advance to enable us to provide documents for custom clearance.
- q) Any replacements during warranty period should be free of cost. If the defective item has to be sent back to the Principal Supplier, for such replacements / returns to the Principal Supplier / Indian Agent has to bear documentation charges. If the cost of replacement is upto Rs. 5 Lakh then the documentation charges will be Rs. 5,000 and above Rs. 5 Lakh it is Rs. 10,000. Such charges have to be paid in favour of The Director, CDRI, Lucknow. These charges are only for documentation. Any charges regarding packing, forwarding, freight, insurance, etc. should be borne by the Principal supplier / Indian Agent for returning of defective items. In other words, any warranty replacement has to be done immediately/within a week (7 days) without expecting CDRI to export the defective items to Principal supplier for repair/replacements. All charges involved for re-export of defective items have to be borne by Principal supplier / Indian Agent.

2.21 Terms of Payment

- 2.21.1. The method and conditions of payment to be made to the Supplier under this Contract shall be as specified in the SCC.
- 2.21.2. The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to Delivery and document Clause of the GCC and upon fulfilment of other obligations stipulated in the contract.
- ~~2.21.3. Advance payment will be paid in exceptional cases only against equivalent amount of Bank Guarantee or Stand by Letter of credit valid till acceptance of all ordered goods and services. Advance payment shall not exceed 30% of Purchase Order value.~~
- 2.21.4. Payments shall be made promptly by the Purchaser but in no case later than thirty (30) days after submission of the invoice or claim by the Supplier. While claiming the payment, the

supplier should certify in the bill/invoice that the payment being claimed strictly in terms of the contract and all obligations on the part of the supplier for claiming the payment have been fulfilled as required under the contract.

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

2.22 Change Orders and Contract Amendments

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

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

2.22.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be ascertained within fifteen (15) days from the date of the Supplier's receipt of the Purchaser's change order.

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

2.23 Assignment

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

2.24 Subcontracts

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

2.25 Extension of time

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

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

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

2.26 Penalty clause

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

pursuant to GCC Clause on Termination for Default. The SCC shall also indicate the basis for ascertaining the value on which the penalty shall be applicable.

2.27 Force Majeure

- 2.27.1. Notwithstanding the provisions of GCC Clauses relating to Extension of Time, Penalty and Termination for Default the Supplier shall not be liable for forfeiture of its Performance Security, Liquidated Damages or Termination for Default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 2.27.2. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may including, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 2.27.3. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 2.27.4. If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussions on either side.

2.28 Termination for Default

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

(a)	If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause on Extension of Time;
(b)	If the Supplier fails to perform any other obligation(s) under the Contract
(c)	If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices as defined in GCC Clause on Fraud or Corruption in competing for or in executing the Contract.

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

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

2.29 Termination for Insolvency

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

2.30 Termination for Convenience

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

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

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

2.31 Settlement of Disputes

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

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

2.31.3. The dispute settlement mechanism / arbitration proceedings shall be conceded as under:

(a)	If any dispute or difference arises between the parties hereto as to the construction, interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this Agreement, such disputes or differences shall be referred to an Arbitral Bench appointed by Delhi International Arbitration Centre . A reference to the Arbitration under this Clause shall be deemed to be submission within the meaning of the Arbitration and Conciliation Act, 1996 and the rules framed thereunder for the time being in force. Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrators otherwise decides in the Award. The venue of arbitration should be the place from where the contract has been issued.
(b)	In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration. In accordance with provision of sub clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules

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

2.31.5. Notwithstanding any reference to arbitration herein,

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

2.32 Governing Language

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

2.33 Applicable Law / Jurisdiction

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

2.34 Notices

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

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

2.35 Taxes and Duties

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

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

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

2.35.4. The CSIR-CDRI is a public funded Research Institution under Department of Scientific & Industrial Research and concessional Custom Duty @ 5.50% OR 0% as the case may be, is applicable for the goods purchased for research purpose vide Government of India Notification No.51/96-Customs dated 23.07.1996

~~2.35.5. CSIR CDRI is a public funded Research Institution under Department of Scientific & Industrial Research and concessional GST @ 5% is applicable for the goods purchased for research purpose vide Ministry of Finance (Department of Revenue) Notification No.47/2017 Integrated Tax dated 14.11.2017 & Notification No.45/2017 Central Tax dated 14.11.2017.~~

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

2.36 Right to use Defective Goods

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

2.37 Protection against Damage

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

- (a) Voltage 230 volts – Single phase or 415 Volt for 3 phase ($\pm 10\%$)
- (b) Frequency 50 Hz.

2.38 Site preparation and installation

The Purchaser is solely responsible for the construction of the equipment sites unless otherwise specified in Chapter 4 in compliance with the technical and environmental specifications defined by the Supplier. The Purchaser will designate the installation sites before the scheduled installation date to allow the Supplier to perform a site inspection to verify the appropriateness of the sites before the installation of the Equipment, if required. The supplier shall inform the

purchaser about the site preparation, if any, needed for installation, of the goods at the purchaser's site immediately after notification of award / contract.

2.39 Import and Export Licenses

~~2.39.1 If the ordered materials are covered under restricted category of EXIM policy in India the Vendor / Agent may intimate such information for obtaining necessary, license in India.~~

~~2.39.2 If the ordered equipment is subject to Vendor procuring an export license from the designated government agency / country from where the goods are shipped / sold, the vendor has to mention the name, address of the government agency / authority. The vendor must also mention the time period within which the license will be granted in normal course.~~

2.40 Risk Purchase Clause

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

2.41 Purchaser's right to vary Quantities

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

2.42 Order Acceptance

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

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

2.43 Integrity Pact : Applicable

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

2.43.2 **The Integrity Pact is required in this tender and the bidder must submit the Integrity Pact duly filled in and signed as per Annexure-J**

CHAPTER- 2: B
SPECIAL CONDITIONS OF CONTRACT (SCC)

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

GCC Clause	Special Condition of Contract (SCC)												
GCC 2.1(m)	<p>The Purchaser is:</p> <p>THE DIRECTOR CSIR-CENTRAL DRUG RESEARCH INSTITUTE Sector 10, Jankipuram Vistar Lucknow -226031, U.P.(India) Tel #: 00 91 522 2772793 / EXTN: 2482 Email: cosp-cdri@cdri.res.in; Website: www.cdri.res.in</p>												
GCC 2.1(n)	<p>The Final Destination is:</p> <p>CSIR-CENTRAL DRUG RESEARCH INSTITUTE Sector 10, Jankipuram Vistar Lucknow -226031, U.P.(India)</p>												
GCC 1.15	<p>The amount of Bid Security/EMD is INR 10.00 Lakhs. Exempted bidder under MSME must submit the Bid Securing Declaration duly filled and signed (Annexure-D)</p>												
GCC 2.12.1	<p>The amount of the Performance Security shall be 3 % of the contract value, valid up to 60 days after the date of completion of contract obligations including warranty obligations.</p>												
GCC 2.14.2	<p>The marking and documentation within and outside the packages shall be marked with proper paint / indelible ink.</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 5%;">(a)</td> <td>Each package should have a packing list within it detailing the Part No.(s), description, quantity etc.</td> </tr> <tr> <td>(b)</td> <td>Outside each package, the Contract No., the name and address of the Purchaser and the Final destination should be indicated on all sides and top.</td> </tr> <tr> <td>(c)</td> <td>Each package should be marked as 1/x, 2/x, 3/x.....x/x, where "x" is the total No. of packages contained in the consignment.</td> </tr> <tr> <td>(d)</td> <td>All the sides and top of each package should carry an appropriate indication / label / stickers indicating the precautions to be taken while handling / storage.</td> </tr> </table>	(a)	Each package should have a packing list within it detailing the Part No.(s), description, quantity etc.	(b)	Outside each package, the Contract No., the name and address of the Purchaser and the Final destination should be indicated on all sides and top.	(c)	Each package should be marked as 1/x, 2/x, 3/x.....x/x, where "x" is the total No. of packages contained in the consignment.	(d)	All the sides and top of each package should carry an appropriate indication / label / stickers indicating the precautions to be taken while handling / storage.				
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(b)	In case of supplies from abroad, the mode of transportation shall be by Air/Sea.												
GCC 2.16.1	<p>Insurance of the Goods is sole responsibility of supplier.</p>												
GCC 2.20 (c)	<p>The period of validity of the Warranty shall be: As mentioned in Chapter-4</p> <p>The warranty shall remain valid for 24months after the Goods, or any portion thereof as the case may be, have been delivered and accepted after successful installation and satisfactory commissioning at the final destination and third party validation.</p>												
GCC 2.21.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 5%; text-align: center;">A</td> <td>Payment for Goods and Services supplied from India:</td> </tr> <tr> <td colspan="2" style="text-align: center;">The payment shall be made in Indian Rupees, as follows:</td> </tr> <tr> <td>(a)</td> <td>30% payment shall be release after verification of supply of complete Items, foundation work as per scope work.</td> </tr> <tr> <td>(b)</td> <td>40% payment shall be release after satisfactory installation & commissioning of facility.</td> </tr> <tr> <td>(c)</td> <td>30% payment shall be release after Third party validation, DBT certification and handover the facility to CDRI.</td> </tr> <tr> <td>(d)</td> <td>E-Payment: All payments, CDRI prefers to make Electronic Transfers (RTGS) through State Bank Of India, CDRI Campus Branch, OR through PFMS RBI.</td> </tr> </table>	A	Payment for Goods and Services supplied from India:	The payment shall be made in Indian Rupees, as follows:		(a)	30% payment shall be release after verification of supply of complete Items, foundation work as per scope work.	(b)	40% payment shall be release after satisfactory installation & commissioning of facility.	(c)	30% payment shall be release after Third party validation, DBT certification and handover the facility to CDRI.	(d)	E-Payment: All payments, CDRI prefers to make Electronic Transfers (RTGS) through State Bank Of India, CDRI Campus Branch, OR through PFMS RBI.
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	NOTE:	
	➤ All payments due under the Contract shall be paid after deduction of statutory levies at source (like GST, Income Tax, etc.), wherever applicable.	
GCC 2.26	(a)	As time is the essence of the contract, Delivery/completion of work mentioned in the Purchase Order should be strictly adhered to. Otherwise we will have to forfeit EMD/PS and also LD clause will be applicable / enforced.
	(b)	If the supplier fails to Supply, Install, Commission and successful testing of the system as per the scope of work and specifications mentioned in the order within the due date, the Supplier is liable to pay liquidated damages of 0.5% of order value per week of delay subject to a maximum of 10% beyond the due date. Such money will be deducted from any amount due or which may become due to the supplier
	(c)	CDRI reserves the right to cancel the order in case the delay in completion and performance is more than period mentioned in contract. Penalties, if any, will be deducted from the EMD/PS
	(d)	The maximum amount of penalty shall be 10%.
GCC 2.33	The place of jurisdiction is Lucknow, India.	
GCC 2.34.1	For notices, the Purchaser's address is THE DIRECTOR CSIR-CENTRAL DRUG RESEARCH INSTITUTE Sector 10, Jankipuram Vistar Lucknow -226031, U.P.(India) Tel #: 00 91 522 2772793 / EXTN: 2482 Email: cosp-cdri@cdri.res.in;	
GCC 2.43	The integrity pact is to be signed.	

CHAPTER 3

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

SCHEDULE OF REQUIREMENT

The Schedule of Requirement must clearly specify **the time frame required (Schedule) for completion of whole work** by the bidder (in reference to Scope of Work as given in Chapter-4) if the Contract is awarded for the offer / proposal submitted by the bidder in response to this Tender.

A) Time Schedule:

Sr. No.	Brief Description of Goods and Services	Quantity & Unit	Installation, Commissioning and Testing of the facility
01.	Design, Engineering, Fabrication, Supply, Installation, Testing, Commissioning and Validation of Bio-Safety Laboratory Level-3 containing (1) BSL-3 lab (2) Animal Biosafety lab (ABSL-3) (3) Aerosol challenge room, Animal Holding lab (ABSL-3) for mice and guinea pig, Microscopy and instrumentation room as per below specifications and reference design layout in a Pre-fabricated Container Based System on a Turnkey basis at New Campus of CSIR-CDRI, Lucknow.	AS PER CHAPTER-4	

Period of completion of work (maximum 9 months) as per Chapter-4 shall start from the date of order

B) Time frame required for conducting installation, commissioning of the equipment, acceptance test, training, etc. after the arrival of consignment or before dispatch of equipment:

Sr. No.	Activity	Time Frame
1	Site Preparation and supply of complete items, foundation work as per scope work.	
2	Installation & Commissioning & Acceptance	
3	Third party validation, DBT certification and handover the facility to CDRI.	
4	Training, if any	

Place : _____

Signature of the Bidder : _____

Date : _____

NOTE

- a) The schedule of Installation & Commissioning, Testing, Acceptance and validation shall clearly indicate the time period within which the successful bidder must complete the job in full from the date of Order.

CHAPTER 4

Design, Engineering, Fabrication, Supply, Installation, Testing, Commissioning and Validation of Bio-Safety Laboratory Level-3 containing (1) BSL-3 lab (2) Animal Biosafety lab (ABSL-3) (3) Aerosol challenge room, Animal Holding lab (ABSL-3) for mice and guinea pig, Microscopy and instrumentation room as per below specifications and reference design layout in a Pre-fabricated Container Based System on a Turnkey basis at New Campus of CSIR-CDRI, Lucknow.

4.1 Prerequisite:

- The Bidder should have experience of successful supply/installation of at least 3(three) BSL-3/ABSL-3 facility in Central/State Govt. organisation/Central Autonomous body/Central Public Sector (CPSU). Out of 3 BSL-3/ABSL-3 facilities, at least one BSL-3/ABSL-3 facility should be Pre-fabricated container based. Details to be submitted along with copies of work orders and successful completion certificates from the client.
- The Bidder should have the experience and setup for providing Operation and Maintenance Services for at least one BSL-3. Details shall be submitted along with copies of work order and satisfactory execution of Operation and Maintenance Services for at least one year after warranty period from the client.
- Bidder firm shall be responsible for continuous running and maintenance (24 x 7) of the BSL-3 and ABSL-3 Labs for six years (i.e. four years after expiry of two years warranty period). Warranty period shall be counted after successful installation, commissioning, Testing and third party validation of the prefabricated facility.
- Lab should be in compliance with national and international standards: DBT, WHO, CDC latest Guidelines.
- The bidder should not have been blacklisted, debarred or expelled by Union Government/State Governments/ PSU's etc. on the date of submission of Bid.
- The facility is primarily for use in drug-discovery research on *M. tuberculosis* H37Rv and related drug-resistant pathogenic strains and for research work that requires the use of BSL-3 and A-BSL3 laboratory.
- All the statutory approval/permission required during creation of BSL-3 facility will be the responsibility of successful bidder.

4.2 Scope of Work:

Scope will include Design, Engineering, fabrication, Supply, Installation, Testing, Commissioning (SITC) and validation of the Prefabricated BSL-3 facility and Animal Biosafety Laboratory (ABSL-3) on Turnkey Basis. This includes: all necessary approvals from concerned government departments, civil works as per approved plan, plumbing, drainage, finishing of external works and painting. The scope also includes the laying of power cables from the 33KV/0.4KV substation up to the main LT panel of BSL3 labs. Design and construction of drain and sewer line from BSL3 labs to the available drain line, arrangement of water connection to the water storage tank of labs from institute water supply system.

For safe operations as per the guidelines and monitoring of the facility, the system must have necessary controls through a direct digital control (DDC) based system with requisite sensors for controlling indoor conditions/environment including pressure gradient, temperature, humidity, exhaust, etc. An addressable fire detection system, Access Control System and CCTV System shall also be provided. Any other work related to smooth functioning of the facility shall be treated as a part of

scope of the bidder. The entire lab shall be validated by the recommended and ISO-17025 certified third party, arranged by vendor in consultation with the institutional BSL-3 committee, as per the DBT Guidelines and necessary documentation and validation report including RCGM certificate will be submitted at the time of handing over.

In addition to the above mentioned scope details, the bidder will ensure adherence to all required construction parameters, quality and materials needed for the smooth and complete functioning of the prefabricated facility. The party shall be responsible for successful maintenance and uninterrupted running of the facility for a minimum period of 4 years after commissioning and two years of warranty.

Details of the laboratory design and space:

A reference design has been added to this tender specification. The vendor may modify the design for betterment of the facility, if deemed fit, ensuring that changes are admissible at no extra cost. But, the final decision pertaining to design rests with the CDRI technical committee and once finalized, before order stage, there shall be no change in the basic design of the facility.

- Overall size should be similar or bigger than the enclosed reference design but should fit in the provided space (2000-2500 sq ft).
- Inner Lab Temperature: 22°C +/- 2°C [considering outside temperature 4°C (winter) and 45°C (summer)]
- Air changes per hour (ACPH): More than 20 ACPH
- Cleanliness standards: As specified in WHO guideline for BSL-3 and ABSL-3 labs.

HVAC SYSTEM AND BUILDING MANAGEMENT SYSTEM

The proposed BSL-3 and ABSL-3 Laboratory and support areas shall be air-conditioned through separate dedicated Central AC System comprising of Chiller Pack, Air Handling Units, Exhaust System, Air Filtration System and Air Distribution System complete in all respect. The system shall be with standby and backup provisions capable to provide uninterrupted continuous 24 x 7 x 365 days operation of the laboratory to maintain the required temperature, humidity, air-change rate, differential pressure gradient and air filtration conditions of the Lab. Submit the HVAC system and BMS design and working drawings for prior approval. The HVAC system shall comply with the given specifications and performance requirements and shall be complete in all respect, as required and approved.

ROOM OPERATING PRESSURE: as detailed in reference labs design layout.

Air Conditioning Plant: Inner Laboratory Temperature to be maintained at 22°C +/- 2°C.

Chiller: Supply, installation, testing and commissioning of CHILLING UNITS having latest energy efficient technology each complete with compressor, motor, insulated chiller, flow switch, condenser fans, vibration isolators, integral refrigerant piping and wiring, accessories as required and called for. The chiller shall be mounted with Air Cooled Condenser, Evaporator/Chiller, Micro-processor control panel including interconnecting control and power wiring, refrigerant charge etc. complete in all respect. To provide backup capacity, the chiller pack shall have multiple compressors. The noise level should not exceed the permissible government standard. It should also have electronic thermostats for tripping the compressors after reaching set temperature. Approved Eco Friendly Refrigerant R-134 a / R-410 a.

Air Handling Unit (AHU): The AHU constructed over a metallic structure made with normalised steel profiles, covered with sandwich panel, made with lacquered galvanised stainless steel plates, with suitable wool foam core. The gaps between panel and structure sealed with neoprene joints to ensure air tightness. AHU includes the following sections: mixing sections, with regulation dampers for fresh intake air and return air, pre-filtration section, electrical resistance for heat and cool batteries made of copper pipes and aluminium blades, high-pressure fan, absolute filtration H-14 HRW section. All the supply AHUs comprise of following sections: Intake louver, Pre-filter section with 20 microns and 10 microns filters, cooling coil section, blower section, driver set and pulley, fine 5 microns filter. Other accessories like dampers, SS304 drain pan, common base frame with vibration isolators pads, suitable inspection doors for filter, coil & blower sections, are provided. They are connected to HEPA filters for all BSL-3 rooms, corridors and air-lock rooms. All HEPA filters, the lay-in type, are at 99.99% efficient to @ 0.3 micron particle size, hermetically sealed and ducted aluminium terminal units. The HEPA filter should withstand corrosive agents and gases used for lab fumigation. The AHU will have one hundred percent arrangement for standby for supply and exhaust air.

Air Flow: No recirculation, one pass design. Air control by a series of motorized damper with PC-controlled actuator. Pressure is measured by digital type pressure differential gauge and feedback into the control software for pressure setting, maintenance and alarm setting.

Air Filtration System: All incoming air filtered by three stages Filtration in AHU. All main lab exhaust air pass through BIBO HEPA with hundred percent standby.

Three Stages for supply Pre - Filtration:

As per ASHRAE (American Society of Heating, Refrigerating and Air-Conditioning Engineers)

ASHRAE 1st stage	30% efficiency
ASHRAE 2nd stage	90% efficiency
Final Stage HEPA Filtration	99.99% efficiency

HEPA filters for Exhaust: BIO HEPA Filter 0.3 micron @ 99.99% efficient

Ducting and Insulation for Supply and Exhaust Ducts: The supply air and exhaust ducting shall be carried out in GI sheet (class VIII with zinc coating of 120 gm/sqm). All duct fabrication work, thickness of sheet metal, supports, hangers shall conform to the relevant Indian Standard. All joints shall be sealed with silicone sealant.

Motorized Airtight Damper: Consists of aluminium casing with factory fitted motorized damper. Casting and attachment should be stainless steel. The damper blade with plastic seal when closed should comply with DIN EN 1751, CLASS 4 (Exception normal size 100 and 125, class 3), also complies with the requirement of DIN 1946, Part 4 (leakage <10 M3/h. M2 of damper cross section with a 100 Pa Pressure differential).

Fire Dampers: Fire Dampers provided in the supply and exhaust air systems shall be interlocked with the AHU blower motors such that in case of fire, the AHU fan motor should trip automatically. Fire dampers may be linked to the control panel.

Sound Damper: For reducing the noise level of the air travelling through the duct. To be placed after the air throwing machines to absorbs the extra noise and make the surrounding noise proof.

Control Pressurization: Laboratories should be maintained at a higher negative pressure than the corridors/airlocks and other non-laboratory spaces.

Ultra Violet Germicidal Irradiations (UVGI) System: Supply, installation, testing, commissioning and handling of the UVGI System for maintaining the indoor air quality. The components of the system must be in strict conformity with the specifications. The prices to include all inter connected wiring between the UVGI lamps. The UVGI system shall be installed in supply air ducts or AHU itself.

BUILDING MANAGEMENT SYSTEM (BMS): A customized Building Management System shall be designed, programmed and provided to:

i. Control and monitor the operation of HVAC system and other laboratory operating parameters in the BSL-3 and ABSL-3 Lab rooms: Room/Area/zone pressure, ambient and indoor temperature & RH, AHU and Exhaust Blower operating status, VFD status & VCD status, Open/Close dampers status, supply & exhaust air quality in each BSL-3 Laboratory rooms/zone.

ii. The BMS shall be complete with PLC, Sensors, Controllers, power and control wiring, customized software and other associated field devices, hardware and accessories complete in all respect, as per requirement.

iii. The HVAC system START and STOP sequence shall be interlocked to prevent positive pressurization of the BSL-3 and ABSL-3 laboratory, at any point of time.

iv. A dedicated desktop PC with latest configuration (minimum 3TB hard disk and 32 GB RAM) shall be provided for the BMS operation and control along with a parallel secondary display screen of 40" size at the BSL-3 laboratory entrance to show the operating parameters. System should be supplied with a B/W Laser Printer and UPS with half an hour battery backup.

v. The BMS control panel shall be powered through UPS. Upon restoration of power after a power failure, the BMS shall start the HVAC system automatically without any human interface and restore the normal operational set points of the system.

Alarm and Monitoring Systems: For Pressure gauge, Pressure alarm visual/audio, Temperature/RH alarm visual/audio, Emergency panic button (break glass type) - audio all rooms/control room, Emergency door-open" button (For interlock door).

At the Control Side – Biosafety BSL3- control software

Computerized Controls (PLC/DDC): The Control System, consist of PLC (Programmable Logic Controller), should auto adjust system airflow and maintain system at the designated negative pressure.

The PLC/DDC should have the following features:

- The PLC controlled system controller via a dedicated software program.
- Centralized Control. Automatic air flow control.
- Pressure, Temperature & Humidity monitor and control.
- Doors interlock - controlled by PLC/DDC and display on the PLC/ DDC control panel.
- HEPA filter resistance and efficiency monitoring. When the pressure of the filters reaches the setting value, the PLC/DDC has the alarm.

The DDC System should be real time control to be available on the internet and realize different control strategy separately. The DDC system should address the bubble tight position according to the negative pressure feedback signal to control the negative pressure of the laboratory at the set up value. Emergency shutdown when system integrity breaches the correct sequence. In case of the

normal fan failures, the standby fan should be turned on to achieve the set negative pressure value in 30 seconds.

BMS SOFTWARE: Supply, Installation, Testing and Commissioning of the BMS System Software: Graphical software meeting the requirements in the Given I/O summary and technical specifications including configuration and facility to create / provide the graphic mapping for all I/O summary points, configurable password protection for Building Mgmt System as per Specifications. Software shall be able to communicate with Bacnet, Modbus devices simultaneously, with unlimited web user license capacity. Same software can be used as programming/commissioning software.

BMS PANEL: Automation stations/ Direct Digital Controller with I/O module etc. The networkable controllers shall be 32 bit, UL listed microprocessor with built in networkable (IP) type with real time clock with SD-CARD programmable memory. Minimum one networkable DDC (32 bit, UL Listed) should have inbuilt graphics display with knob operation. The networkable DDC's shall be capable of either direct sitting on IP LAN or peer to peer communication with lockable MS mounting cabinets duly powder coded connector strip, internal wiring and space to house controller & relays, connector etc. as per IO summary.

Door Interlock and Access Control System: The door interlock and access control system shall be provided with combination of proximity card based, numerical key pad lock based and push button based system. The system shall be complete with access logic controllers, door electromagnets, proximity cards and card reader/s, numerical keypad locks, door release push buttons, emergency door release buttons, PC communicator, control and power wiring and cabling and other required accessories, hardware, and software. The access control system shall be powered through UPS supply for uninterrupted operation even during mains power failure.

CCTV System: CCTV System shall be provided for surveillance of the Laboratory. The number of Cameras will be as per the floor plan with one Camera in each room except shower and changing room. The CCTV system shall be complete with wall/ceiling mounted high resolution colour cameras, multiplexer cum DVR of 16 Channel, LCD color monitor 32" size (as required), associated power and control cabling etc. and required hardware and software. The output of the CCTV system cameras shall be displayed on LCD monitor, to be installed at approved location. The cameras shall be high resolution colour cameras and shall be suitable for indoor installation. The multiplexer cum DVR shall be suitable for saving up-to 16 channels analog data, audio, text data and event data with play back feature. The DVR memory/Hard disk capacity shall be 3 TB. For convenient backups the DVR shall be compatible with Windows based OS so that it can be backed up through a PC.

Fire Detection and Alarm System: The complete BSL-3 and ABSL-3 Laboratory and support areas shall be provided with Addressable type Fire Detection and Alarm System. The Fire Detection & Alarm System shall be complete with Smoke detectors, Heat detectors, Fire Alarm Panel, manual call points, response indicators, power and control wiring and cabling etc. complete in all respect; Temp/RH/Pressure Sensor, Pressure alarm visual/audio, Emergency panic button (break glass type) - audio all rooms/control room, Emergency door-open" button (For interlock door)

ELECTRICAL SYSTEM AND ASSOCIATED WORKS: Electrical power distribution system scheme for the complete BSL-3 and ABSL-3 Laboratory should be provided. The electrical distribution system shall be designed and installed as per the Indian Electricity Rules and shall conform to NBC. The electrical load calculation sheet, power and light wiring diagrams, GA and Single Line diagrams for Electrical Distribution Panels, cable routing etc., before proceeding with the work.

i) Power Distribution System: The executing agency shall design and provide the main power distribution (LT) panel, sub distribution boards and panels complete with required switchgears, breakers, circuit breakers, power and control wiring, etc. for complete Laboratory Facility. This will

include supply and laying of cabling/wiring for HVAC System and fixed equipments and systems like Autoclaves, Bio-safety cabinets, access control system, CCTV system etc. As required in lab. For circuit and power distribution, the DB's shall be 8/12 way TPN vertical/Horizontal with double door 3 phase/1 phase, fitted with ELCB, RCCB, MCB etc. complete as required. Only multi-stranded copper conductor wires shall be used for sub-main wiring, circuit wiring, light and power wiring.

DG SET: A standby silent type diesel generator set of suitable capacity with automatic changeover switch to be provided.

Earthing: Suitable earthing for the electrical systems of the facility to be provided.

Lightening arrester: to be provided.

All joints shall be made at main switches, distribution board socket and switch boxes only. No joint shall be made in conduits and junction boxes. Conductors shall be continuous from outlet to outlet.

ii) Internal Light Points, Power Points, Fittings and Fixtures: The Electrical fittings and fixtures in the BSL-3 and ABSL-3 Laboratory and support areas shall be sealed type, explosion proof, capable to withstand chemical exposures during laboratory fumigation. The Laboratory rooms shall provide 450-500 lighting Lux level and the light fixtures shall be surface mounted type. The switches, sockets and light fixtures in BSL-3 Lab and support areas shall have IP 55 or better protection.

All the electrical points, power points, light and power sockets shall be fully wired with switches, sockets, connections complete in all respect as required. Some of power points / sockets should be suitable for high power consumption instruments like deep freezers, floor model centrifuges, biosafety cabinets etc and will be decided based on floor map. Only multi-stranded copper conductor wires shall be used for light and power wiring. The internal wiring shall conform to the Indian Electricity Rules and BIS standards. The conduit work for light points, power points, voice and data points, FDA system etc., shall be concealed type and shall be done in rigid PVC as per IS specifications. All the conduit pipes shall be sealed to prevent ingress of air.

iii) UPS: An online UPS of 30 KVA (or as required depending on the overall load with economic annual maintenance charges) capacity shall be provided for un-interrupted power backup to critical components like Door Interlock and access control system, BMS Operation and shower control panel operation. The power backup through the UPS shall be for minimum 30 minutes. The UPS shall be complete with battery bank, battery rack, interconnecting cabling and wiring, complete in all respect.

iv) Communication Facility (Intercom & LAN): The Laboratory areas and support and service areas shall be provided with Data (LAN) and Voice points (Intercom) for communication. The system shall be complete with required conduit and wiring. The Data and Voice points shall be fully wired with CAT6 cable complete with output terminals. A suitable EPABX shall be provided for upto 2 incoming lines and 10 outgoing lines for the laboratory for internal communication. All the rooms shall be provided with intercom connection and telephone instrument set.

INTERNAL CONSTRUCTION WORKS & FINISHES:

The internal partition walls and ceiling construction in BSL-3 and ABSL-3 Laboratories, Screening Lab and the support areas shall be carried out with prefabricated, non-particle shredding panels in Powder Coating finish. The ceiling shall be walk-able type for access of services above for maintenance purpose.

Modular Wall & Cladding Panels: Double skin modular wall panels made of 0.8mm thick GPSP (galvanized plain skin pass) sheet powder coating with min. 60 Micron on both sides with PUF of density $40\pm 2\text{kg/m}^3$ as infill, GI profiles for reinforcement along the periphery, floor track in Painted GI

with EPDM rubber below Floor Track using Fastener bolts, self-tapping screws at suitable interval, suitable to accommodate the epoxy floor flush with wall panel. Joints shall be sealed with clean room compatible silicon sealant.

Wall panel to be sealed and airtight. There are cut-outs on the walls to accommodate electrical outlets, telephone & intercom pipelines, control panels, monitoring devices, emergency warning systems, pass-thru' cabinets and piping as per regulatory guidelines and Indian standards.

Ceiling Panels: Double skin totally flush walkable false ceiling made of 0.8mm thick GPSP (galvanized plain skin pass) sheet powder coating with min 60 micron on both sides with PUF of density 40 ± 2 kg/m³ as infill, GI profiles for reinforcement along the periphery, including ceiling grid for easy installation and necessary hardware like threaded rods, Fastner Bolts, self-tapping screws, nuts and bolts etc. Joints shall be sealed with clean room compatible silicon sealant. (Load bearing capacity-150 kg/m²).

- Double skin modular wall panels made of 0.8mm thick GPSP (galvanized plain skin pass) sheet powder coating. Ceiling trim (PVC) pieces will be installed on the ceiling to seal the ceiling panel airtight. The GI panel edges are sealed with clean room compatible silicon sealant to the structural frame and fasten on both sides to form an airtight sealed panel.
- The wall and ceiling system should be impervious, non-corrosive, antibacterial and antifungal surface finish suitable for use of wide range of chemicals like Hydrogen peroxide, formalin etc. for laboratory decontamination.
- The solid ceiling panels of recommended thickness to withstand the high negative operating pressure of BSL-3 and shall be suitable for normal walking pressure and strong enough to allow personnel to climb above for installation and servicing via the service access on the side of the laboratory.

The Radius Coving (wall-to-wall, and wall-to-ceiling, from inside to outside corner): Smooth radius coving should be installed at all wall-to-wall and wall-to-ceiling joints. All seams should be carefully sealed clean room compatible silicon sealant. Corners at floor - coved from PVC floor sheet to the wall.

Flooring: Flooring shall be in PVC with 2 mm. Airtight and chemical resistance PVC flooring 2mm thick. The top side of floor is covered by sheet Vinyl flooring(PVC), non-skidding, abrasion resistant and chemical resistant confirming to Indian Standard.

Doors: All Air-Tight Doors (air-lock to the outside of the BSL-3 Laboratory) are constructed with steel and powder-coated (for easy cleaning).The door is installed completely with pull-door-handle door, closer and electrical interlock mechanism. The Airlock doors and emergency Exit Door shall be Air-Tight Doors. These Air Tight Doors should have adequate gasket arrangement to provide air tight seal and may have a step-over seal. The interlock logic shall be such that while entering or exiting the facility, traffic from the other side should not get access, to ensure privacy.

ESSENTIAL EQUIPMENTS & SYSTEMS

1) BIOSAFETY CABINET: Class II B2 type (6x2x2). 4 Qtys 2 in BSL-3 room and 2 in ABSL3 room. Bidder will supply these cabinets, select Brands only; Telstar, Thermo, Nuaire, Labconco, ESCO.

2) Wall mount two way AUTOCLAVE; 2 QTY, shall be double door, rectangular, steam operated, high pressure high vacuum, suitable for horizontal loading of waste. The autoclave shall be with bioseal design. The chamber size shall be approximately 600 mm x 600 mm x 900 mm, of 325 Ltr capacity or higher. The autoclave shall be free standing type. The Autoclave shall be PLC controlled,

programmable and shall be loaded with different pre-programmed decontamination and sterilization cycles. The chamber and door plate should be made of non-corrosive stainless steel AISI 316 quality and electric steam generator would be made of stainless steel AISI 304 quality.

The jacket would be made of Boiler Quality steel. The chamber & jacket should be hydraulically tested to 2 times the working pressure. The normal working pressure would be 2.1 Kg/cm² corresponding to temperature 135^oC.

The unit should be incorporated with water ring vacuum pump to create vacuum of 24" when the temperature of cooling water to the pump is less than 30^oC for total evacuation of the air from the chamber, thus allowing complete sterilization of the load in shortest possible time.

The system shall be PLC based microprocessor with the facility of HMI (Human-Machine-Interface) which is incorporated with the sterilizer. The Micro-Processor based control Panel will control entire cycle of sterilization and steam pulsing automatically through water ring vacuum pump. The control panel shall house the complete automatic process control arrangement including timers, relays, contactors etc.

3) PASS BOX shall be provided at required locations as per floor plan for transfer of samples, chemicals and materials into the laboratory. Pass box with UV and inbuilt HEPA filtration system to be provided.

The Pass Box shall be constructed in 18 swg SS 304. The corners inside the Pass Box chamber shall be coved for easy cleaning. The pass box chamber dimension shall be approximately 610 mm x 610 mm x 610 mm. The unit shall be complete with HEPA filters, blower, motor, door electromagnets, door interlock, UV Lamp with timer, necessary wiring, controls and all other accessories. etc. complete.

The Pass Box doors shall be interlocked by providing suitable electromagnet, so that both the door cannot be opened simultaneously. The interlock shall provide visual indicator for door open/close conditions. The blower motor of Pass Box shall of suitable rating and shall be dynamically and statistically balanced. Magnehelic differential pressure gauge shall be provided to indicate the pass box chamber pressure. The pass box shall be provided with UV light with ON/OFF switch and shall be interlocked with the pass box doors

4) EFFLUENT DECONTAMINATION SYSTEM with Biowaste treatment plant: The Chemical Decontamination System for BSL-3 Laboratory effluent shall comprise of two nos. Effluent Collection tanks (1 Working +1 Standby), each of full required Capacity. The decontamination tanks shall be constructed in SS 304 (14 gauge). The drain line from BSL-3 Laboratory containment area shall be terminated to the effluent decontamination tanks. The effluent decontamination tanks shall be provided with motorized OPEN/CLOSE valves connected with liquid level sensor such that when one tank get filled up to full volume, the supply valve shall automatically close and the supply valve of the standby tank shall automatically open to allow collection of effluent. One number chemical storage tank in SS 304 (14 gauge) fitted with transfer pump and measuring device, piped and connected to both the decontamination tanks shall also be provided for introducing disinfectant chemical into the decontamination tanks. The system shall be complete with items: - Motorized valve connected with liquid level sensor through control panel – Disinfectant Chemical storage tank - Disinfectant Chemical dosing pump - Non return valves - Interconnecting piping including piping for chemical dosing - Pumps for discharging decontaminated effluent into sewer/drain (1W+1S) - Power and control cabling/wiring for pumps and motorized valves with control panel. Following DBT guideline, the effluent decontamination plant should be under negative pressure.

5) IVC- Individually Ventilated Caging System for Mice and Guinea pigs shall be consisting of IVC Ventilator Compact unit, cage grill fabricated out of SS 304 having supply and exhaust ports mounted on top and bottom panel as specified:

- a) Silent operation fans with high efficiency EC motor. Fan speed adjusted automatically to meet the set value of supply and exhaust air quantity
- b) Pre-filter, grade H4, HEPA filter, grade H14
- c) Microprocessor based Programmable logical controller
- d) Rack housing cages double side, each side 40 plus cages for mice and 24 plus cages for guinea pigs

SERVICE & UTILITIES: Power: The bidder should make arrangement of power cables upto the main LT panel of BSL3.

Water: Water supply for the BSL-3 Laboratory will be arranged and provided by the bidder from the ILS water storage tank and the BSL-3 Laboratory

Drain & Sewer Line: The drain from the BSL-3 Laboratory, after decontamination, should be connected to the nearest available drain line. The bidder should design and construct the drain and sewer line from BSL3 lab to the available drain line.

Utilities for laboratory equipment/s: Utility connections like power, water, drain etc. required for the laboratory equipment should be provided.

TESTING, VALIDATION AND COMMISSIONING

- a) After completion of the construction and installation works, all the equipment, systems and services shall be commissioned and tested to check the operation and performance of each equipment and system.
- b) Once all the equipments and systems are found to be working satisfactory, the validation of the BSL-3 and ABSL-3 Laboratory shall be carried out by us in the presence of authorized representatives/committee of the Institute. The Validation of the BSL-3 Laboratory shall be carried out in accordance with the NIH Guidelines for commissioning and validation of BSL-3 Laboratories. During the validation process, operation and functioning of complete installations shall be checked to verify that the equipment and systems are delivering the desired and approved performance results. It will be checked to ensure that all the biosafety and biosecurity requirements are met, are in place and functional.
- c) Before start of the validation process, we shall submit a detailed validation document giving details of validation checks and tests to be performed, the acceptance criteria as per the approved designs and drawings and the formats for recording the check and test results.

The list of test to be performed is as below (other mandatory tests, if needed, for commissioning of BSL-3 and ABSL3 may also be demonstrated):

- Containment Barrier Integrity Test
- HEPA Filter Leak Test – According to the US Federal Standard 209E
- Ducting leak test
- Room Differential Pressure test
- Particle Count Test for Cleanliness
- Air Velocity/ Pattern smoke Test
- Room Air change Rate Test
- Light intensity Test
- Noise level Test, Temperature and RH

- Biological Safety Cabinet Validation Test
- IVC system Validation Test
- Autoclave Validation Test

Final validation of the facility shall be done as per DBT guidelines and by the DBT panelled experts.

Details of the Civil works to be presented

1. Foundation design details, size of foundation, steel used in foundation
2. Flooring details
3. Details of shed, frame design, roof sheet details,
4. Drain and Sewer line design details
5. Submission of Design, Drawing (three sets) and structural stability certificate for whole civil work through authorized architect and structural engineer.

Approved Make List

Note: Citing appropriate reasons you can also include items/parts from other companies/manufacturers not included in the list that meet the appropriate quality standards.

Air Cooled Chilling Units	VOLTAS/BLUESTAR/CARRIER/ TRANE/YORK
Chilled Water Pump	KIRLOSKAR/CROMPTON GREAVES/ARMSTRONG/ GRAND FOSS
Supply & Exhaust	AHU CITIZEN/VTS/FLAKTWOODS/SYSTEM AIR/ZECO/ CARRY AIR
Hot Water Generator	RAPIDKOOL/KHOKAR/EMERALD
Supply & Exhaust AHU blower	NICOTRA/KRUGER/COMFRI
Motors (for AHU)	ABB/SIEMENS/BHARAT BIJILI/CG
VFD	SIEMENS/ABB/SCHNEIDER/DANFOSS
Chilled Water Piping	TATA/ JINDAL/SAIL/ HSL/RAVINDRA
Butterfly valve	ADVANCE/ INTERVALVE/ AUDCO/C&R/CASTLE/ARROW
Balancing Valve	ADVANCE/ INTERVALVE/ AUDCO /C&R/CASTLE/ARROW
Gate Valve	LEADER/SANT/DIVINE/ADVANCE/CASTLE
NR Valve	ADVANCE/ INTERVALVE/ AUDCO/C&R/CASTLE/ARROW
Flow Switch	JOHNSON/HONEYWELL/STAEFA
Y strainer	SANT / EMERALD/RAPIDKOOL
Temperature/ Pressure Gauge	WAREE/H GURU/FIEBIG/JAPSIN/FORBESMARSHALL
Air Vents	I TAP / ANERGY/SANT/H GURU/CASTLE
Pipe Insulation	AEROFLEX/ ARMACELL/SUPREME/PARAMOUNT/K FLEX
Duct Insulation	AEROFLEX/ ARMACELL/SUPREME/PARAMOUNT/K FLEX
Ducting GI Sheets with certificates	TATA/ JSW/ SAIL/JINDAL
Volume Control Dampers/ Fire	CARYAIRE / AIRMASTER / AJANTHA/ SYSTEMAIR/
Bag In Bag Out HEPA Filters with Module	AAF / CAMFIL/THERMADYNE/USHA/DYNA
HEPA Filter with Filter Module	AAF / CAMFIL/THERMADYNE/USHA/DYNA
Wall Panel/ Ceiling Panel/Doors	FABTECH/I-CLEAN/GMP/SYNERGY/ NICOMAC /AIRTECH
Grills/Diffusers/Dampers A	IR MASTER/ AJANTHA/ SACHIN IMPEX / CARYAIRE/

Heaters	HEATCON/DASPASS/ESCORTS/UTKAL
I BMS System/ Modulating 3 Way valves/ Thermostats/Humidistat/Sensors:	HONEYWELL / SIEMENS/DELTA
Magnehelic Gauge	DWYER/EQUIVALENT
Air Circuit Breaker & Bus Couplers	L & T/SIEMENS /ABB
MCCB	L & T/SIEMENS/SCHNEIDER/ABB/CG
MCB's	L & T/SIEMENS/SCHNEIDER/ABB/CG/HAGER/LEGRAND
ELCB's	L & T/SIEMENS/SCHNEIDER/ABB/CG/LEGRAND
Power/Control Contacts, Over load Relays, Timers, etc.	L & T/SIEMENS/SCHNEIDER/ABB
Fuses	CG/L & T/SIEMENS
Energy Meters	L & T/CONZERVE
Power Cables/Control Cables/Wires etc.	FINOLEX/POLYCAB/HAVELLS
CAT 5/6 Cables	AT&T/KABEL/DIGILINK/LAPP/LUCENT
Electrical Conduits	BHARAT/GUPTA/POLYCAB/PRECISION
PASS BOX	THERMADYNE/ENERTIA/GMP/FABTECH
PVC Conduit	POLYCAB/PRECISION/SUPREME
Switches & Sockets	CROMPTON/LEGRAND/WIPRO/PHILLIPS/MK/HAGER/LEGRAND
LT Panel	CPRI APPROVED MANUFACTURER
Distribution Board	LEGRAND/ L&T/ABB/HAVELLS/SCHNEIDER
Light Fixtures	CROMPTON/NORTHWEST/LEGRAND/WIPRO/PHILLIPS/MK/ HAGER
Biosafety Cabinet	TELESTAR/ NUAIRE/ THERMO/ BIOSAFE/LABCONCO/ESCO
IVC Cages	CITIZEN/ORCHID
Pre-insulated Valves, strainers	CR VALVES/ AUDCO/ LEADER/SANT/CASTLE/KIRLOSKAR
Epoxy Coating	APURVA/DR. BECK/FOSROK/CLEANCOATS
Autoclave	NAT-STEEL/ MACHINFABRIC/PSM/INDO-ASIAN
CCTV Camera	HICKVISION/CPPLUS/BOSCH/PALCO/SONY
Fire Alarm System	HONEYWELL/BOSCH/ SIEMENS/SYSTEM SENSOR/GST
Door Interlocking & Access control system	REALTIME/HID/LG/ESSL
DG SET	KIRLOSKAR/CUMMINS/JOHNSONS

-----EOF-----

ANY CLARIFICATION REGARDING SPECIFICATIONS MUST BE CLEARED BEFORE SUBMISSION OF BIDS. PARTIES WILL SUBMIT SEPERATE TECHNICAL AND FINANCIAL BIDS.

Reference Design: attached with this specification wherein all dimensions are in MM. This design is based on 6 plus 3 container assimilation. Rooms are marked with the provisions and placement of equipments are also indicated.

4.3 Warranty: 2 years. Warranty period shall be counted after successful installation, commissioning, Testing and third party validation of the prefabricated facility.

4.4 Comprehensive Maintenance Contract: 4 years after warranty period. Successful Bidder shall

be responsible for continuous running and maintenance (24 x 7) of the BSL-3 and ABSL-3 Labs for four years after warranty period.

4.5 Completion of Work: Maximum 9 months from the date of order.

4.6 Bidder will submit an unpriced checklist of complete item as per scope of work in Technical bid.

Commercial evaluation of bid

The bidder will quote as per the scope of work and criteria mentioned in Chapter-4. Any deviation will lead to rejection and punitive action as per the clause given in the Tender Document.

CHAPTER 5
Eligibility & Qualification Requirements

5.1 Eligibility Criteria

a) Legal Valid Entity:

The Bidder shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the Indian Companies Act, 1956 or Country of Origin.

Bidder may be Joint Venture, Consortium or Association so long as they are formed and registered prior to the bid submission date.

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

- b) An undertaking (self-certificates)** is to be submitted to demonstrate that the bidder satisfies the bidders' **eligibility criteria**, as mentioned in **ITB Clause 1.1.2 & 1.1.3** in the form of declaration by the Bidder in **Eligibility Declaration Annexure-L**
- c) Only Class-I and Class-II local suppliers** are eligible to participate in Domestic tender enquiry. Refer Clause- 1.30.9 and submit Annexure-M with your bid/offer.

5.2 Technical Qualification Criteria

- a) The Bidder should have experience of successful supply/installation of at least 3(three) BSL-3/ABSL-3 facility in Central/State Govt. organisation/Central Autonomous body/Central Public Sector (CPSU). Out of 3 BSL-3/ABSL-3 facilities, at least one BSL-3/ABSL-3 facility should be Pre-fabricated container based. Details to be submitted along with copies of work orders and successful completion certificates from the client. (Annexure- E)**
- b) Equipment / System offered must be of the most recent series/models incorporating the latest improvements in design. All the technical parameter and requirement mentioned in Clause 4.1 to 4.4 of chapter-4 must be complied. Any deviation shall lead to the rejection of bid.**
- c) The Bidder should have the experience and setup for providing Operation and Maintenance Services for at least one BSL-3. Details shall be submitted along with copies of work order and satisfactory execution of Operation and Maintenance Services from the client for at least one year after warranty period. (Annexure- G)**
- d) The Bidder should have certifications like ISO 9000, ISO 14001, 13465 or similar Indian equivalent standards for production and quality services. (submit documentary evidence)**

5.3 Financial Qualification Criteria

- a) The company should have annual Financial Turnover of Rs. \geq 10 crores during the last 3 years I.e. 2019-20, 2020-21 and 2021-22. (Annexure- Q)**
- b) The net worth of the Bidder firm (manufacturer or principal of authorised representative) should not be negative on 31st March 2021 and also it should have not eroded by more than 30% (thirty percent) in the last two years, ending on 31st March 2022. Audited Balance Sheet duly authenticated by Chartered Accountant/Cost Accountant in India or a certificate from Chartered Accountant in this respect should be submitted in support. (Annexure-0)**
- c) The Company should have minimum solvency of Rs. 5.00 (five) crore. Submit valid solvency certificate from Bank. (Annexure- P)**

5.4 Applicability in Special Cases:

a) Applicability to 'Make in India'

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

- i. their foreign 'Make-in-India' associates meet all the criteria above without exemption, and
- ii. the Bidder submits appropriate documentary proof for a valid/approved ongoing 'Make in India' agreement/program.
- iii. the bidder (manufacturer or principal of authorised representative) furnishes along with the bid a legally enforceable undertaking jointly executed by himself and such foreign Manufacturer for satisfactory manufacture, Supply (and erection, commissioning if applicable) and performance of 'The Product' offered including all warranty obligations as per the general and special conditions of contract.

b) Authorized Representatives

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

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

c) Joint Ventures and Holding Companies

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

Note for Bidders:

a) Doctrine of Substantial Compliance

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

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

**[ONLY CLASS-I OR CLASS-II LOCAL SUPPLIERS UNDER MAKE IN INDIA
ARE ELIGIBLE TO PARTICIPATE IN THIS TENDER.]**

CHAPTER 6

FORMAT OF UNPRICED BID/QUOTATION FOR GOODS

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

To be submitted as part of Technical bid

Note-

There should not be any mention of cost/price/taxes/duties in the **unpriced bid**. The prices mentioned in BOQ shall be considered for evaluation and comparison of bids.

Name of Bidder: _____

Tender No: _____

Tender Date: _____

Quotation No. _____

Date: _____

Quotation Valid upto date: _____

Country/Countries of goods: _____

	Description of Work	Acceptance
.	Design, Engineering, Fabrication, Supply, Installation, Testing, Commissioning and Validation of Bio-Safety Laboratory Level-3 containing (1) BSL-3 lab (2) Animal Biosafety lab (ABSL-3) (3) Aerosol challenge room, Animal Holding lab (ABSL-3) for mice and guinea pig, Microscopy and instrumentation room as per below specifications and reference design layout in a Pre-fabricated Container Based System on a Turnkey basis at New Campus of CSIR-CDRI, Lucknow. As per the Scope of Work mentioned in Chapter-4	Accepted

TENDER CLAUSE NO.	TERM	CONDITION
CHAPTER 3	Delivery Schedule	Use Chapter-3 of Tender document
	Period of delivery shall count from	
	Time Frame required for conducting Installation & commissioning of the equipment, Acceptance Test, Training, Validation etc.	
	Final Destination	CSIR-CDRI, Lucknow
	Installation & Commissioning	
	Training Details	
	Third Party Validation	
4.3 of Chapter-4	Warranty Period	
4.4 of Chapter-4	Annual Maintenance Contract	Comprehensive
		Non-Comprehensive
GCC/SCC 2.21.1	Payment Term	

SIGNATURE OF AUTHORISED PERSON

CHAPTER 7

OTHER STANDARD FORMS

Sr. No.	Name of the Form	Annexure
1	Bidder Information Form	A
2	Manufacturers' Authorization Form	B
3	Bid Security Form / Earnest Money Deposit	C
4	Bid Securing Declaration Form	D
5	Performance Statement Form	E
6	Deviation Statement Form	F
7	Service Support Detail Form, Operation and Maintenance Services	G
8	Bid Form	H
9	RTGS Transfer details for EMD	I
10	Format of Integrity Pact	J
11	Performance Security Form	K
12	Eligibility Declaration	L
13	Self Certification for Make in India	M
14	Self Certification regarding Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)	N
15	Turnover Criteria	Q
16	Net worth Criteria	O
17	Solvency Criteria	P

Bidder Information Form

(Ref Clause 2.3)

(To be submitted as part of Bid document)

(On Company Letter-head)

(Along with supporting documents, if any)

Bidder's Reference No. _____ Date.....

Note: Bidder shall fill in this Form following the instructions indicated below. No alterations to its format shall be permitted, and no substitutions shall be accepted. Bidder shall enclose certified copies of the documentary proof/ evidence to substantiate the corresponding statement wherever necessary and applicable. Bidder's wrong or misleading information shall be treated as a violation of the Code of Integrity. Such bid shall be liable to be rejected as nonresponsive, in addition to other punitive actions provided for such misdemeanours in the bid Document.

(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)

1) Bidder/ Contractor particulars:

Name of the Company:	
Corporate Identity No. (CIN):	
Registration, if any, with The Procuring Entity:	
Date of incorporation/ start of business:	
Place of Registration/ Principal place of business":	
Number of Years in Business:	
Company Website URL:	
Complete Postal Address:	
Pin code/ ZIP code:	
Telephone nos. (with country/ area codes):	
Mobile Nos.: (with country/ area codes):	
Contact persons/ Designation:	
Email IDs:	
PAN Number:	
GSTIN No:	

(In case of JV/C, repeat these details for all members)

Submit documents to demonstrate eligibility as per Tender Document - A self-certified copy of registration certificate – in case of a partnership firm – Deed of Partnership; in case of Company – certified copy of its Registration; In case of JV, letter of intent to form JV or JV agreement.

2) Authorization of Person(s) signing the EOI on behalf of the Bidder

a) Full Name: _____

b) Designation: _____

c) Signing as:

- A sole proprietorship firm. The person signing the BID is the sole proprietor/ constituted attorney of the sole proprietor,
- A partnership firm. The person signing the BID is duly authorised being a partner to do so, under the partnership agreement or the general power of attorney,
- A company. The person signing the BID is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the authority conferred by the Memorandum of Association.
- A Joint Venture/ Consortium. The person signing the bid is the designated lead member, as named in the JV/C agreement/ MOU or similar document in connection with the formation of the JV/C or are all future proposed members, in case (JV/C) has not been legally constituted at the time of bidding.

Documents to be submitted: Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution

3) Bidder's Authorized Representative Information

- a) Name:
- b) Address:
- c) Telephone/ Mobile numbers:
- d) Email Address:

(Signature with date)

.....

(Name and designation)

Duly authorized to sign BID for and on behalf of

[name & address of Bidder and seal of Company

MANUFACTURERS' AUTHORIZATION FORM *

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

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

Tender No. : *[Insert number from Invitation For Bids]*

To : *The Director, CSIR-CDRI, Lucknow.*

WHEREAS

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

We hereby extend our full guarantee and warranty in accordance with Clause 2.20 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

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

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

Title: *[insert title]*

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

Dated on _____ day of _____, _____ *[insert date of signing]*

***(Not required in case the bidder itself is the manufacturer)**

BID SECURITY FORM

Whereas _____
(hereinafter called the tenderer)

has submitted their offer dated _____
for the supply of _____
(hereinafter called the tender)

Against the Purchaser's Tender No. _____
KNOW ALL MEN by these presents that WE _____ (Bank Name)
of _____ having our registered office at
_____ are bound unto _____ (hereinafter called the "Purchaser")

In the sum of _____

For which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS OF THIS OBLIGATION ARE:

(1)	If the tenderer withdraws or amends or modifies or impairs or derogates from the Tender in any respect within the period of validity of this tender.
(2)	If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity
(a)	Fails to furnish the Performance Security for the due Performance of the contract.
(b)	Fails or refuses to accept/execute the contract.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorized officer of the Bank)

Name and designation of the officer
Seal, name & address of the Bank and address of the

Branch

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

**Bid Securing Declaration Form
(only for valid MSME firm)**

Date: _____

Tender No. _____

To : **The Director, CSIR-CDRI, Lucknow.**

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 refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

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

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

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

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

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

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

Performance Capability Statement

Statement of successful supply/installation BSL-3 facilities* (During last 5 years as specified in Schedule II: Qualification Criteria)

(Ref Tender Document's Clause 5.2 (a) Chapter-5)

The list below is indicative only. You may attach more documents as required to highlight your past performance. Add additional details not covered elsewhere in your Bid in this regard. Statements and Documents may be mentioned/ attached here. Out of 3 BSL-3 facilities, at least one BSL-3 facility should be pre-fabricated container based.

Order Placed by (full address of Purchaser)	Order No. and date	Description and quantity of ordered item	Value of order	Date of completion of delivery as per order	Date of actual installation & commissioning	Attach a certificate from the purchaser / Consignee for Satisfactory performance	Name of Contact person along with Telephone No., FAX No. and e-mail address

*** Out of 3 BSL-3 facilities, at least one BSL-3 facility should be Pre-fabricated container based.**

Signature and Seal of the manufacturer/Bidder

Place :

Date :

DEVIATION STATEMENT FORM

PART –I

The following are the particulars of deviations from the requirements of the tender specifications:

Sl. No.	Specifications / Parts / Accessories as per Tender	Specifications of Model / Part /Accessory	Compliance Whether Yes or No	Deviation, if any to be indicated in unambiguous terms.	Technical justification for the deviation, if any. should be clearly brought out in the justification

Note for the bidders:

- a) The technical and commercial deviations should be indicated separately.
- b) If the bidder fails to enclose the compliance statement, his bid is likely to be rejected.
- c) Where there is no deviation, the statement should be returned duly signed with an endorsement indicating “No Deviations”.

Date:

Signature and seal of the Manufacturer/Bidder

ANNEXURE-G

OPERATION AND MAINTENANCE SUPPORT DETAIL FORM

The Bidder should have the experience and setup for providing Operation and Maintenance Services for at least one BSL-3. Details will be submitted along with copies of work order and satisfactory execution of Operation and Maintenance Services for at least one year after warranty period from the client. (Tender Clause 5.2(c)).

Sr. No.	List of BSL-3 facility for which bidder is operating and maintaining	Contract Period for such service	Nature of operation and maintenance service provided	Address, Telephone Nos., Fax No. and e-mail address of the buyer

Date:

Signature and seal of the Manufacturer/Bidder

ANNEXURE - H**PART - II**
(Refer Clause 1.25 of Tender Document)

	TENDER REQUIREMENT	COMPLIANCE	Document Submitted
1	Bid Validity (120 days after the date of Bid opening)	Yes / No Bid valid up to	Yes / NA
2	Warranty: 2 years from Installation, Commissioning and date of acceptance and validation as mentioned in Chapter-4.	Yes / No	Yes / NA
3	Agree to submit Performance Security 3% of PO Value as per Clause 2.12.1& as specified in SCC	Yes / No	Yes / NA
4	Agree to Clause no. 1.1.4 whereby it shall be mandatory for sellers providing Goods & Services (if the total amount of the bid is more than Rs. 25 Lacs, including all taxes etc.), to Central Government organisations to be registered on GeM and obtain a unique GeM seller ID at the time of placement of order/acceptance of contract	Yes / No	NA
5	Original Equipment Manufacturer/Authorised Indian Agent agree to submit Contract Agreement in the form as per Chapter-8 (For procurements above Rs.25 Lacs)	Yes / No	Yes / NA

The following documents as applicable are submitted as part of bid (**Refer Clause- 1.9**):

Sr. No.	Document	Submission
1	Bid Security / EMD for Amount specified in NIT OR Bid Securing Declaration form if EMD amount is exempted	Yes / NO
2	Bid form- Tender Acceptance form	Yes / NO
3	Integrity Pact	Yes / NO
4	Bidder Information Form	Yes / NO
5	Certificate of Incorporation	Yes / NO
6	Manufacturers Authorisation Form	Yes / NO
7	Unpriced bid with Technical Specifications & Scope of Supply	Yes / NO
9	Deviation Statement	Yes / NO
10	Performance Statement Form	Yes / NO
11	Service Support Details	Yes / NO
12	Certificate towards Net worth duly authenticated by CA or audited balance sheet of the last three financial years, duly authenticated by a Chartered Accountant/Cost Accountant.	Yes / NO
13	Self Certification - regarding Class I or Class II Local Supplier	Yes / NO
14	Documents to substantiate MSME Bidder status	Yes / NO
15	Self Certification regarding Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)	Yes / NO
16	The Bidder should have certifications like ISO 9000, ISO 14001, 13465 or similar Indian equivalent standards for production and quality services.	Yes/No
17		

Date:

Signature and seal of the Bidder

ANNEXURE-I

EMD/ Bid Security RTGS Transfer Details

Name of Account Holder		
Amount		
Bank Name		
UTR No.		
Other details		

Date:

Signature and seal of the Bidder

**Format of Integrity Pact
(Refer para 5.1.2 (ix) (k) of the CSIR Manual)**

INTEGRITY PACT Between

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

Preamble

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

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

Section 1 – Commitments of the Principal

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

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

- 1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other Person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to

prices, specifications, Certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

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

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

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

Section 4 – Compensation for Damages

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

Section 5 – Previous transgression

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

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

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

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

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

Section 8 - Independent External Monitors

- 1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.**
- 2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the JS (A), CSIR.**
- 3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Subcontractor(s) with confidentiality.**
- 4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.**
- 5) As soon as the Monitor notice, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.**
- 6) The Monitor will submit a written report to the JS(A), CSIR within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.**
- 7) Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on the CSIR.**
- 8) If the Monitor has reported to the JS(A),CSIR, a substantiated suspicion of an offence under relevant IPC/PC Act, and the JS(A), CSIR has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.**

9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by JS(A), CSIR.

Section 10 – Other provisions

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

(For & On behalf of the Principal)
(Office Seal)

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

Place.....

Place.....

Date.....

Date.....

Signature of Witness 1:
(Name & Address):

Signature of Witness 2:
(Name & Address):

PERFORMANCE SECURITY FORM

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To,
THE DIRECTOR
CSIR-CENTRAL DRUG RESEARCH INSTITUTE
Sector 10, Jankipuram Vistar
LUCKNOW-411 008 (MAHARASHTRA) - INDIA

WHEREAS
(name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no. datedto 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 Bank and address of the Branch

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.

(Along with supporting documents, if any)

Bid Document No.
container based BSL-3/ABSL-3 facility

Tender Title: Procurement of Pre-fabricated

[Note: The list below is indicative only. You may attach more documents as required to confirm your eligibility criteria.]

Eligibility Declarations

(Please tick appropriate boxes or cross out any declaration not applicable to the Bidder)

We hereby confirm that we comply with all the stipulations of Tender Document and declare as under and shall provide evidence of our continued eligibility to the Procuring Entity as and when it may be requested:

Legal Entity of Bidder (in reference to Tender Document : _____
relevant documents enclosed)

Eligibility: We solemnly declare that we (including our affiliates or subsidiaries, or constituents):

- (a) are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;
- (b) (including our affiliates or subsidiaries, or constituents for any part of the assignment):
 - i) Do not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organisation or its Ministry/ Department from participation in its procurement processes; and/ or
 - ii) Are not convicted (within three years preceding the last date of Bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of the Government of India from participation in procurement processes of all its entities for offences mentioned in Bid Document in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications.
- (c) Do not have any association (as Bidder/ partner/ Director/ employee in any capacity) with such retired public official or near relations of such officials of Procuring Entity, as counter-indicated, in the Bid Document.
- (d) We certify that we fulfill any other additional eligibility condition if prescribed in Bid Document.
- (e) We have no conflict of interest, which substantially affects fair competition. The quoted prices are competitive without adopting unfair/ unethical/ anti-

competitive means. No attempt has been made or shall be made by us to induce any other Bidder to submit or not to submit a bid to restrict competition.

- (f) We certify that we are not an entity from a country identified to restrict Bidders from India from participation in their Government Procurements as per Tender Document.

Restrictions on procurement from Bidders from a country or countries or a class of countries under Rule 144 (xi) of the General Financial Rules 2017:

"We have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:

we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and;

we shall not subcontract any assignment to a contractor from such countries unless such contractor is registered with the Competent Authority.

Penalties for false or misleading declarations:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that any wrong or misleading self-declaration would violate the Code of Integrity and attract penalties.

.....

(Signature with date)

.....

(Name and designation)

Self Certification for Make in India

Having read and understood the Public Procurement (Preference to Make in India PPP - MII) Order, 2017 (as amended and revised till date) and related notifications from the relevant Nodal Ministry/ Department, and solemnly declare the following:

We hereby certify that as per the above referred Order, based on the _____percentage (supplier is required to indicate the percentage) of local content in the equipment as per BOQ Sr.No.1.01 (excluding profit, warehousing, marketing, logistics, freight, installation & Commissioning etc.) offered by us against tender No. _____, we are

- Class-I Local Supplier
- Class-II Local Supplier
- Non-Local Supplier

(Tick the appropriate category above)

The details of the item(s) and location(s) at which the local value addition is made is as below:

Sr. No.	Name of the item(local content)	Full Address of the Location where local content added
1.		
2.		

We also certify that if the details are found to be false then it shall be a 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 Finance Rules along with such other actions as may be permissible under law.

Place:

Date:

Authorised Signatory.

Name:

Company Seal.

Self Certification regarding Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)

Reference: Ministry of Finance Order No.: F. No. 6/18/2019-PPD Dated 23rd July, 2020 on “Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)” & OM no. F. No. 18/37/2020-PPD Dated 08th February, 2021.

“I have read the clause no. 1.1.3 & 1.30.11 of your tender 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 fulfills all requirements in this regard and is eligible to be considered. *[Where applicable, evidence of valid registration by the Competent Authority shall be attached]*”

Place:

Date:

Authorised Signatory.

Name:

Company Seal.

(On Company Letter-head)

Tender No. :
3/ABSL-3 facility

Tender Title: Procurement of Prefabricated container based BSL-

Bidder's Reference No. _____ Date.....

Note to Bidders: Fill out this Form for the Bidder and each member of a joint venture or other association that is a party to the Bidder to highlight conformance to Criteria 2: Financial Capability.

Financial Statements and Ratios (Net Worth) [Tender Clause 5.3(a)]

Note: Each Bidder or member of a Joint Venture/Consortium making up a Bidder must fill in this Form.

Financial Data for Previous Two (2) Years		
Year	Year 1:2020-21	Year 2:2021-22
Information from Balance Sheet		
Total Assets		
Total Liabilities		
Net Worth		
Current Assets		
Current Liabilities		
Working Capital		
Information from Income Statement		
Total Revenues		
Profits Before Taxes		
Profits After Taxes		

- Attached are copies of financial statements (either audited financial statements supported by audit letters or certified financial statements by chartered accountant supported by tax returns), complying with the following conditions.
- All such documents reflect the financial situation of the Bidder or a member of a Joint Venture or other Association and not a sister or parent company.
- A Chartered accountant must audit historical financial statements.
- Historical financial statements must be complete, including all notes to the financial statements.
- Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

.....

(Signature with date)

[name & address of Bidder and seal of Company]

Solvency Certificate issued by Bank

(Ref TENDER Document's Clause 5.39 (C))

Tender Document No. _____ ; Tender Title: Procurement of Prefabricated container based BSL-3/ABSL-3 facility

Note: Each Bidder or member of a Joint Venture/Consortium making up a Bidder must fill in these forms.

Solvency Certificate \geq 5 crore		
Date of Issue	Amount in Rupees	

Signature and Seal of the manufacturer/Bidder

Place :

Date :

Average Annual Turnover

[Ref Tender Clause 5.3 (b)]

Tender Document No _____ ; Tender Title: Procurement of Prefabricated container based BSL-3/ABSL-3 facility

Bidder's Reference No. _____ Date.....

Note: Each Bidder or member of a Joint Venture/Consortium making up a Bidder must fill in these forms.

Annual Turnover Data (Rs ≥ 10Crores) for the Last Three (3) Years		
Year	Total Turnover Amount	
2019-20		
2020-21		
2021-22		

Signature and Seal of the manufacturer/Bidder

Place :

Date :

CHAPTER 8

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 Central Drug Research Institute, Lucknow(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)	General Conditions of Contract
(c)	Special 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)	[<i>Add here any other document(s)</i>]

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

For and For and on behalf of the Supplier

Signed : [*insert signature*]
in the capacity of [*Controller of Stores & Purchase*]
In the presence of [*insert identification of official witness*]

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

Signed : [*insert signature*]
in the capacity of [*Sr. CoFA/CoFA/FAO*]
in the presence of [*insert identification of official witness*]

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



Mandate Form

Electronic Clearing Service (Credit Clearing) / Real Time Gross

Settlement (RTGS) Facility for Receiving payments A. Details of Account Holder:

Name of Account Holder	Central Drug Research Institute
Complete Contact Address	Sector-10, Janakipuram Extension, Sitapur Road , Lucknow-226031
Telephone Number/FAX/Email	Tel: 0522-2771940, 0522-2772450 Fax: 0522-2771941 Email: director@cdri.res.in
PAN Number	AAATC2716R
TIN Number	LKNC01053D
TAN Number	LKNC01053D
GST No.	09AAATC2716R8Z6
Unique Agency Code (PFMS)	CORI

B. Bank Accounts Details

Bank Name	State Bank of India
Branch Name with Complete Address: Telephone Number and Email	CORI Branch, Sector 10, Janakipuram Extension, Sitapur Road, Lucknow226031, Phone No.0522-2771511, Fax no. 0522-2200309, Email : sbi. 10174@sbi.co.in
Whether the Branch is computerized ?	Yes
Whether the branch is RTGS enabled? If Yes, Then what is the Branch's IFSC code	Yes SBIN0010174
Swift Code	SBININBB157
Is the Branch Also NEFT enabled	Yes
Type of Bank account (SB/Current/CASH Credit)	Savings Bank A/C
Complete Bank account Number	30269374557
MICR code or Bank	226002050

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not affected at all for reasons of incomplete or incorrect information, I would not hold the user institute responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a particular under the scheme.

Date: 12/5/2023

Controller

(Signature)
Controller of Finance & Accounts
केन्द्रीय औषधि अनुसंधान संस्थान
Central Drug Research Institute
लखनऊ (उ०प्र०)/Lucknow (U.P.)

Certified that the particulars furnished above are correct as per our records.

12/05/2023

Bank Official with seal.

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