



No: 2019-20/IND62020/RCD

Date: 29.01.2020

Sub : Request for Pro-forma Invoice through e-Tender

Dear Sir

This Research Institute is interested in purchasing of the items mentioned below. You are therefore requested to forward a pro-forma invoice along with your terms & conditions of supply & payment. Please provide a copy of the technical literature and the specifications of these items.

Please read carefully the terms and conditions mentioned below and submit your pro-forma invoice/quotation accordingly.

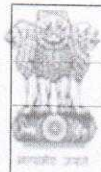
SNo.	Name of Item	Qty
1	UPLC System	1

NOTE:

- 1- **PERFORMANCE BANK GUARRANTY- 10% of the purchase Order value valid from the date of Installation till warranty period + 2 months.**
- 2- **EMD Rupees=100000.00 (One lakhs Rupees Only)**
- 3- **Price Bid must be submitted through BOQ as well as in a separate Excel Sheet.**
- 4- **(Bids received by FAX/E-mail/POST shall not be considered for evaluation.)**
- 5 **A pre bid conference shall be held on 10.02.2020 at 11:00 AM where all prospective venders may participate to hold discussion with purchaser on technical specifications/features as per details mentioned in the bid documents. Therefore, the bidders are advise to submit respective bit after the outcome the pre-bid conference published on e-portal/CDRI website.**

TERMS & CONDITIONS.

1. The quotation must be in the form furnished by the Purchaser and should be free from corrections/erasures. In case there is any unavoidable correction it should be properly attested. If not the quotation will not be considered. Handwritten Quotations will not be considered.
2. It may kindly be noted that your bid should
  - i. be in Single Part.
  - ii. On the event of award of Contract in your favour, you need to submit a Performance Bank Guarantee valid for a period of 2 Months beyond the Warranty period.
3. The acceptance of the quotation will rest with the competent authority of CDRI who does not bind himself to accept the lowest quotation and reserves the right to himself to reject, or partially accept any or all the quotations received without assigning any reason.
4. Price quoted should be net and valid for a minimum period of **90 days** from the date of opening of the quotation.
5. The bidder must submit the applicable Price Schedule Form as Annexed to the tender document available on the website.
6. Complete specification with manufacturer's name and address should be given while quoting. Literature/Pamphlets should also be enclosed wherever applicable. **No FREE ITEMS TO BE GIVEN** outside the scope of Tender Specs.
7. Price bids must be on
  - i. FOR, CDRI Stores, Lucknow for all Indigeneous Items including all Taxes and Duties.
  - ii. FOB/CIF/FCA/ CIP, International Gateway Airport ( Incoterms 2010) for Imports
  - iii. Warranty period i.e. **At least ONE YEAR STANDARD WARRANTY** Installation must be complied unless mentioned otherwise.
  - iv. The rate should include packing and forwarding charges in the case of F.O.R. LUCKNOW quotation, Insurance should also be covered. The goods should be insured in your favour and for all risks on warehouse to warehouse basis. Tenders not adhering to these conditions are liable for rejection.
8. Performa Invoice received after due date will not be considered under any circumstances.
9. Prices are required to be quoted in units indicated in the enquiry. When quotations are given in terms of other units, relationship between two sets of units should be furnished. Quantity discounts, if any should also be indicated.
10. In cases of agents quoting on behalf of their foreign manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
  1. The foreign manufacturer directly or through one Indian agent on his behalf; or
  2. Indian/foreign agent on behalf of only one principal.



Government  
eProcurement  
System

Government eProcurement System

Tender Details

Date : 29-Jan-2020 06:01 PM

Print

**Basic Details**

<b>Organisation Chain</b>	Council of Scientific and Industrial Research  CDRI-Lucknow - CSIR  Purchase-CDRI - CSIR		
<b>Tender Reference Number</b>	2019-20/IND62060/RCD		
<b>Tender ID</b>	2020_CSIR_41597_1		
<b>Tender Type</b>	Open Tender	<b>Form of contract</b>	Supply
<b>Tender Category</b>	Goods	<b>No. of Covers</b>	2
<b>General Technical Evaluation Allowed</b>	No	<b>ItemWise Technical Evaluation Allowed</b>	No
<b>Payment Mode</b>	Offline	<b>Is Multi Currency Allowed For BOQ</b>	Yes
<b>Is Multi Currency Allowed For Fee</b>	No	<b>Allow Two Stage Bidding</b>	No

**Payment Instruments**

Offline	S.No	Instrument Type
	1	Bankers Cheque
	2	Direct Credit
	3	Bank Guarantee
	4	Demand Draft
	5	R-T-G-S
	6	FDR
	7	NEFT

**Cover Details, No. Of Covers - 2**

Cover No	Cover	Document Type	Description
1	Fee/PreQual /Technical	.pdf	credential documents
		.pdf	technical documents
2	Finance	.xls	financial bid

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

<b>Tender Fee in ₹</b>	0.00		
<b>Fee Payable To</b>	Nil	<b>Fee Payable At</b>	Nil
<b>Tender Fee Exemption Allowed</b>	No		

**EMD Fee Details**

<b>EMD Amount in ₹</b>	1,00,000	<b>EMD through BG/ST or EMD Exemption Allowed</b>	Yes
<b>EMD Fee Type</b>	fixed	<b>EMD Percentage</b>	NA
<b>EMD Payable To</b>	The Director CDRI	<b>EMD Payable At</b>	Lucknow

**Foreign Currency BOQ Details**

S.No	Currency	Conversion rate in ₹
1	US Dollar	NA
2	European Euro	NA
3	British Pound	NA
4	Swiss Franc	NA
5	Japanese yen	NA
6	Singapore Dollar	NA

**Work / Item(s)**

<b>Title</b>	supply of UPLC system
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<b>Work Description</b>	supply of UPLC system in CSIR CDRI Lucknow				
<b>Pre Qualification Details</b>	Please refer Tender documents.				
<b>Independent External Monitor/Remarks</b>	NA				
<b>Show Tender Value in Public Domain</b>	No				
<b>Tender Value in ₹</b>	0.00	<b>Product Category</b>	Miscellaneous Goods	<b>Sub category</b>	NA
<b>Contract Type</b>	Tender	<b>Bid Validity(Days)</b>	90	<b>Period Of Work(Days)</b>	120
<b>Location</b>	CSIR-Central Drug Research Institute	<b>Pincode</b>	226031	<b>Pre Bid Meeting Place</b>	Purchase Section CSIR CDRI lucknow
<b>Pre Bid Meeting Address</b>	CSIR Central Drug Research Institute Sector 1 Jankipuram Extension Sitapur Road Lucknow 226031 Uttar Pradesh INDIA	<b>Pre Bid Meeting Date</b>	10-Feb-2020 11:00 AM	<b>Bid Opening Place</b>	Purchase Section
<b>Should Allow NDA Tender</b>	No	<b>Allow Preferential Bidder</b>	No		

**Critical Dates**

<b>Publish Date</b>	29-Jan-2020 06:30 PM	<b>Bid Opening Date</b>	28-Feb-2020 11:00 AM
<b>Document Download / Sale Start Date</b>	29-Jan-2020 06:35 PM	<b>Document Download / Sale End Date</b>	26-Feb-2020 05:00 PM
<b>Clarification Start Date</b>	NA	<b>Clarification End Date</b>	NA
<b>Bid Submission Start Date</b>	14-Feb-2020 06:00 PM	<b>Bid Submission End Date</b>	26-Feb-2020 05:00 PM

**Tender Documents**

NIT Document	S.No	Document Name	Description	Document Size (in KB)
	1	Tendernotice_1.pdf	supply of uPLC system in CSIR CDRI Lucknow	1613.26

Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	BOQ	BOQ_44680.xls	BOQ for financial bid	223.00

**Bid Openers List**

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	amitkumar.eproc@csir.res.in	Amit Kumar	AMIT KUMAR
2.	anil245.eproc@csir.res.in	Anil Kumar	ANIL KUMAR
3.	maheshk.eproc@csir.res.in	Mahesh Kumar	MAHESH KUMAR
4.	rijwan.eproc@csir.res.in	Mohammad Rijwan	MOHAMMAD RIJWAN

**Tender Inviting Authority**

<b>Name</b>	Stores and Purchase Officer
<b>Address</b>	CSIR Central Drug Research Institute Sector 1 Jankipuram Extension Sitapur Road Lucknow 226031 Uttar Pradesh INDIA

**Tender Creator Details**

<b>Created By</b>	Rakesh Chandra Dwivedi
<b>Designation</b>	Asst. SO
<b>Created Date</b>	29-Jan-2020 05:52 PM

11. Please indicate the name and address of the agents in India if any, the details of service to be rendered by them & the percentage of commission payable to them. Agency commission payable to the Indian Agent should be clearly indicated. The Agency commission would be payable only in Indian Rupees after acceptance.
  12. This lab/Instt Is registered with Dept. of Scientific & Industrial Research, Govt. of India and concessional customs duty and GST & IGST are leviable vide notification no. 54/2002-Customs on all imports covered under notification No.51/96-Customs dated 23.07.1996, Notification No.47/2017-Integrated Tax (Rate) and Notification No. 45/2017 - Central Tax (Rate) both dated 14th November, 2017.
  13. The mode of dispatch/transportation of the items must be by *Air/Sea/Rail/Road only. (Retain one only)*.
  14. In case the items in the enquiry are covered by any rate contract or running contract finalised by any other state or central Government, it should be specified in your quotation and accepted contract rates should also be mentioned.
  15. Delivery period required for supplying the material should be invariably specified in the quotation. The offered delivery period shall have to be strictly adhered to in case an order is placed.
  16. Liquidated Damages Clause for delays: The applicable rate is 0.5% per week and maximum deduction is 10% of the contract price.
  17. If the deliveries are not maintained and due to that account the purchaser is forced to buy the material at your risk and cost from elsewhere, the loss or damage that may be sustained there by will be recovered from the defaulting supplier.
  18. All supplies are subject to inspection and approval before acceptance. Manufacturer warranty certificates and manufacturer/Government approved lab test certificate shall be furnished along with the supply, wherever applicable.
  19. As per Govt. of India procurement policies
    - i. The purchaser intends to give purchase preference to local suppliers\* in case the cost of procurement is in the range of more than Rs 5.00 lakhs and up to Rs. 50.00 lakhs.
    - ii. The eligibility of the supplier is restricted to Indian Suppliers or there is no restriction on the eligibility of the suppliers.
    - iii. The procuring entity intends to give purchase preference to products/goods manufactured by micro, small and medium enterprises.
- \*"Local supplier" means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed in DIPP Order No.P-45021/2/2017-PP (BE-II) dated 28th May, 2018 or by the competent Ministries/Departments in pursuance of this order.  
 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
20. TDS would be recovered as per rules in case of Fabrication/ Servicing/ Maintenance jobs/Installation charges etc.
  21. Kindly furnish your PAN & GST Number etc. in your quotation for our records.
  22. Our normal payment terms are 100% (hundred percent) within 30 (thirty) days on receipt and acceptance of material at our site in good condition. Please inform your Bank details for RTGS payment.
  23. All disputes shall be settled in the courts of Lucknow Jurisdiction only.
  24. Tender conditions if any, or otherwise sent along with the tender shall not be binding on us.
  25. All the above instructions and our standard terms and conditions must be complied failing which your offer may be liable for rejection.
  26. Pre-Installation Requirements like Civil, Piping, Electrical, Air-conditioning, Gas etc. must be clearly mentioned in your Quotation.
  27. Instructions to Bidders, General Conditions of Contract applicable to limited tenders originating from S&P Division along with different formats can be viewed on our website [www.cdri.res.in](http://www.cdri.res.in) under the heading tenders.
  28. **Evaluation & Comparison of Bids.**

**Bids meeting technical parameters and evaluated as responsive will be compared as follows:**

**1. INDIGENOUS OFFER**

**FINAL LANDED COST (F.O.R. CDRI Stores) less discount including Freight, Insurance, Taxes, Packing and Forwarding shall be the basis of Evaluation.**

**2. IMPORTED OFFER**

(Loading) to cover Customs Duty, Freight, Insurance, Bank Charges(in India), Clearing & Forwarding charges at New Delhi, and cost rate variation thus giving the total landed cost at CDRI, Stores, Lucknow will be the basis of evaluation and price comparison. **As per actual calculated on the basis of CDRI's agreement with freight forwarder and other charges which shall be uniformly applicable to all the bidders .Cost Rate conversion to INR will be at the Exchange rate (RBI as on Bid opening date).**

NOTE: This notice is being published for information only and is not an open invitation to quote in this limited cum open tender. Participation in this tender is by invitation only and is limited to the selected registered suppliers. Unsolicited offers are liable to be ignored. However, suppliers who desire to participate in such tenders in future may apply for registration as per procedure".

Customer Name and Address

Item detail

Total Purchase Order Value

Contact Person

Phone:0522-2772450

Email:spo@cdri.res.in/so.purchase@cdri.res.in

Yours faithfully,

(Store & Purchase Officer)



OPEN TENDER DOCUMENT

INVITATION TO BID

File No. **2019-20/IND62060/RCD**

Date-**29.01.2020**

To

M/s.

Dear Sirs,

Sub:Quotation for supply of **UPLC System**

Ref: Our Enquiry No. **2019-20/IND62060/RCD** Dated: **29.01.2020**

Director, **CSIR-CDRI, Sector-10 Jankipuram Extension, Sec-10, Sitapur Road, Lucknow-226031** herein after called as the 'Purchaser' is interested in the purchase of below mentioned material (s). Kindly send your quotation through E. tender before due date **by 17:30 hrs. (IST)**.

SL. No.	Description of the material ( <b><u>UPLC System</u></b> ) (As per attached technical specification (Page No:51-52))	Qty.
1.	<ol style="list-style-type: none"> <li>1. End Use : Research</li> <li>2. Detailed specifications : (<b><u>As per attached technical specification (Page No:51-52)</u></b>)</li> <li>3. Scope of supply and incidental services : As per Specification</li> <li>4. Inspection and tests required : As per Specification</li> <li>5. Acceptance test : As per Specification</li> <li>6. Training : As per Specification</li> <li>7. Warranty : <b>ONE YEAR STANDARD WARRANTY</b></li> <li>8. Qualification criteria (if any) : As per Tender Document.</li> <li>9. Pre-Bid Conference (if any) : <b>Yes (10.02.2020 at 11:00 AM in Purchase Conference Room, CDRI, Lucknow)</b></li> </ol> <p>(All prospective bidders are requested to kindly go through the NEW terms and conditions before formulating and submitting your bids)</p>	1(one)

**Last Date for submission : 26.02.2020 . up to 17:30 hrs. (IST)**

**Date of Opening: 28.02.2020. at 10:00 hrs. (IST)**

## TERMS & CONDITIONS

1. The quotation must be in the form furnished by the Purchaser and should be free from corrections/erasures. In case there is any unavoidable correction it should be properly attested. If not the quotation will not be considered. **Hand written Quotations will not be considered.**
2. It may kindly be noted that your bid should
  - A) be in **Two part bidding**.
  - B) accompany Bid Security(EMD) of **Rs 100000.00 (One lakhs Only)**
  - C) on the event of award of Contract in your favour, you need to submit a Performance Bank Guarantee (10%) valid for a period of 02 Months beyond the Warranty period.
3. ~~Each quotation sent by post is to be enclosed in double cover addressed to The Store Purchase officer, CSIR-CDRI Sector-10 Extension Sitapur Road Lucknow. Quotations delivered personally should be put in the tender box kept in the office of~~
4. The acceptance of the quotation will rest with the competent authority of **CSIR-CDRI Sector-10 Jankipuram Extension Sec-10, Sitapur Road Lucknow**, who does not bind himself to accept the lowest quotation and reserves the right to himself to reject, or partially accept any or all the quotations received without assigning any reason.
5. Price quoted should be net and valid for a minimum period of **90** days from the date of opening of the quotation.
6. Participation in this tender is by invitation and is not limited to the selected Purchaser's registered suppliers. Unsolicited offers are liable to be ignored. However, suppliers who desire to participate in such tenders in future may bring it to the notice of the purchaser and apply for registration as per procedure. It may be noted that Conditional/Unsigned tenders shall not be considered.
7. The bidder must submit the applicable Price Schedule Form as Annexed to the tender document available on the website.
8. **Complete specification with manufacturer's name and address should be given while quoting. Literature/Pamphlets should also be enclosed wherever applicable.**
10. In cases of agents quoting on behalf of their foreign manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
  1. The foreign manufacturer directly or through one Indian agent on his behalf; or
  2. Indian/foreign agent on behalf of only one principal.
11. Please indicate the name and address of the agents in India if any, the details of service to be rendered by them & the percentage of commission payable to them. **Agency commission payable to the Indian Agent should be clearly indicated.** The Agency commission would be payable only in Indian Rupees after acceptance.
12. This lab/Instt Is registered with Dept. of Scientific & Industrial Research, Govt. of India and concessional customs duty and GST & IGST are leviable vide notification no. 54/2002-Customs on all imports covered under notification No.51/96-Customs dated 23.07.1996, Notification No.47/2017-Integrated Tax (Rate) and Notification No.45/2017-Central Tax (Rate) both dated 14th November, 2017.
13. The mode of dispatch/transportation of the items must be by Air/Sea/Rail/Road only. (Retain one only).
14. In case the items in the enquiry are covered by any rate contract or running contract finalized by any other state or central Government, it should be specified in your quotation and accepted contract rates should also be mentioned.
15. Delivery period required for supplying the material should be invariably specified in the quotation. The offered delivery period shall have to be strictly adhered to in case an order is placed.
16. Liquidated Damages Clause for delays: The applicable rate is 0.5% per week and maximum deduction is 10% of the contract price.
17. If the deliveries are not maintained and due to that account the purchaser is forced to buy the material at your risk and cost from elsewhere, the loss or damage that may be sustained there by will be recovered from the defaulting supplier.
18. All supplies are subject to inspection and approval before acceptance. Manufacturer warranty certificates and manufacturer/Government approved lab test certificate shall be furnished along with the supply, wherever applicable.
19. TDS would be recovered as per rules in case of Fabrication/ Servicing/ Maintenance jobs/Installation charges etc.
20. Kindly furnish your PAN & GST Number etc. in your quotation for our records.

21. Our normal payment terms are 100% (hundred percent) within 30 (thirty) days on receipt and acceptance of material at our site in good condition. Please inform your Bank details for RTGS payment.
22. All disputes shall be settled in the courts of **Lucknow** (*from where the Purchase Order is issued*) Jurisdiction only.
23. Tender conditions (printed on the reverse), if any, or otherwise sent along with the tender shall not be binding on us.
24. All the above instructions and our standard terms and conditions must be complied failing which your offer may be liable for rejection.
25. As per Govt. of India procurement policies,
- a. The purchaser intends to give purchase preference to local suppliers\* in case the cost of procurement is in the range of more than Rs 5.00 lakhs and up to Rs. 50.00 lakhs.
  - b. There is no restriction on the eligibility of the suppliers.
  - c. The procuring entity intends to give purchase preference to products/goods manufactured by micro, small and medium enterprises.
- \*"Local supplier" means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed in DIPP Order No.P-45021/2/2017-PP (BE-II) dated 28<sup>th</sup> May, 2018 or by the competent Ministries/Departments in pursuance of this order.
- 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
26. Instructions to Bidders, General Conditions of Contract applicable to limited tenders originating from S&P Division along with different formats can be viewed on our website [www.cdri.res.in](http://www.cdri.res.in) under the heading tenders.

Yours faithfully,

(M.P. Singh)  
Stores and Purchase Officer

**NOTE:** This notice is being published for information only and is not an open invitation to quote in this limited tender. Participation in this tender is by invitation only and is limited to the selected registered suppliers. Unsolicited offers are liable to be ignored. However, suppliers who desire to participate in such tenders in future may apply for registration as per procedure".



**Open Tender document (Refer para 5.1.2 of the CSIR Manual-2019)**

TENDER NO :2019-20/IND62060/RCD

Date 29.01.2020

TENDER DOCUMENT

FOR

THE PURCHASE OF **UPLC System**

CSIR- Central Drug Research Institute,  
Sector-10, Jankipuram extension Sitapur Road,  
Lucknow- 226031

Tel: 0522-2771940/1960

## INVITATION FOR BIDS / NIT

01. Director, CSIR- CSIR- Central Drug Research Institute, Sector-10, Jankipuram extension Sitapur Road, Lucknow- 226031, invites sealed bids from manufacturers, their authorised distributors and Indian Agent of Foreign principals, if any, for purchase of items listed below:

Sl. No.	Tender No.	Description of items	Quantity	Single/Double bid	Bid Security (EMD) (in INR)
1	2019-20/IND62060/RCD	<u>UPLC System</u>	1	Double BID	Rs. 1,00,000.00

02. Interested Bidders may obtain further information from the office of the Stores & Purchase officer, CDRI Lucknow.

03. –A Pre-bid Conference will be held on 10.02.2020 (Date) at 11:00AM hours (IST) in Purchase Section conference Room, CDRI, Lucknow. All prospective bidders are requested to kindly submit their queries, if any to the address indicated above so as to reach the \_\_\_\_\_ (Designated Officer) latest by \_\_\_\_\_ (Date). (retain if applicable)

04 Each complete set of bidding document may be purchased by any interested bidder on submission of a written application to the above office and upon payment of a non-refundable and non-transferable fee of ₹500/- in the form of a Demand Draft in favour of The Director, \_\_\_\_\_ (Name of the Lab/Instt.) payable at \_\_\_\_\_ (place) during office hours on all working days up to \_\_\_\_\_ (Date) either in person or by post. Alternatively, the bidding documents can be downloaded directly from our website \_\_\_\_\_ free of cost. The bids must reach this office on or before \_\_\_\_\_ (Date) up to \_\_\_\_\_ hours (IST) and shall be opened on \_\_\_\_\_ (Date) at \_\_\_\_\_ hours. (IST)

05. All bids must be accompanied with a bid security as specified above and must be delivered to the above office at the date and time indicated above. Bids will be opened **electronically through CPP portal**. In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed time.

06. As per Govt. of India procurement policies,

- The purchaser intends to give purchase preference to local suppliers\* in case the cost of procurement is up to Rs. 50.00 lakhs.
- There is no restriction on the eligibility of the suppliers.
- The procuring entity intends to give purchase preference to products/goods manufactured by micro, small and medium enterprises.

\*"Local supplier" means a supplier or service provider whose product or service offered for procurement meets the minimum local content of 50% as prescribed in DIPP Order No.P45021/2/2017-PP (BE-II) dated 28th May, 2018 or by the competent Ministries/Departments in pursuance of this order.

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

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

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**CRITICAL DATE SHEET**

Sl. No	Stage	Date & Time
1	Publish Date & Time	29.01.2020 (18:30 HRS)
2	Sale/document Download Start Date & Time	29.01.2020 (18:35 HRS)
3	Last Date & time for receipt of queries	NA
4	Pre-bid Conference	10.02.2020 (11:00AM)
5	Bid Submission Start Date & time	14.02.2020 (19:00 HRS)
6	Bid Submission End Date & Time	26.02.2020 (17:00 HRS)
7	Bid Opening Date & Time	28.02.2020 (10:00 HRS)

**CHAPTER - 1**  
**INSTRUCTIONS TO BIDDERS**

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## Introduction

### 1.1. Eligible Bidders

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

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

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

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

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

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

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

1.1.7 The bidders who have been 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.

### 1.2 Cost of Bidding

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

### 1.3 Code of Integrity

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

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

i) "corrupt practice": making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;

ii) "Fraudulent practice": any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;

iii) "anti-competitive practice": any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

iv) "coercive practice": harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

v) "conflict of interest": participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of purchaser who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the purchaser with an intent to gain unfair advantage in the procurement process or for personal gain; and

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

#### 1.3.3 Obligations for Proactive disclosures

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

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

code of integrity;

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

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

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

ii) If a contract has already been awarded a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the purchaser; b) Forfeiture or encashment of any other security or bond relating to the procurement; c) Recovery of payments including advance payments, if any, made by the purchaser along with interest thereon at the prevailing rate.

iii) Provisions in addition to above: a) Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year; b) In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India; c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

## **B. The Bidding Documents**

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

1.4.1 Interested eligible bidders may purchase the bidding documents on payment of the cost of bidding documents as indicated in the invitation for bids/NIT or alternatively, the bidding documents can be downloaded from our Website as indicated in the Invitation for Bids/NIT free of cost.

### **1.5 Content of Tender Documents**

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

Chapter 1: Instructions to Bidder (ITB)

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

Chapter 3: Schedule of Requirements

Chapter 4: Specifications and Allied Technical Details

Chapter 5: Price Schedule Forms

Chapter 6: Qualification requirements

Chapter 7: Contract Form

Chapter 8: Other Standard Forms comprising:

- (1) Bidder Information Form
- (2) Manufacturer's Authorization Form (MAF);
- (3) Bid Security Form
- (4) Bid Securing declaration
- (5) Performance Statement form
- (6) Deviation Statement Form;
- (7) Service Support details;
- (8) Bid form
- (9) Performance Security Form;
- (10) Acceptance Certificate Form
- (11) Integrity pact
- (12) Format of letter of authority for participating in bid opening
- (13) Format for declaration by the bidder for code of integrity and Conflict of interest.

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

### **1.6 Clarification of tender documents**

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

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

### **1.7 Amendment of Tender Documents**

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

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

## **C. PREPARATION OF BIDS**

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

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

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

### **1.9 Purchase Preference Policies**

1.9.1 The purchaser intends to give product reservation/purchase preference/price preference in line with current Govt. of India procurement

policies to help inclusive national economic growth by providing long term support to Small and Medium enterprises (SMEs) and disadvantaged sections of the society and to address environmental concerns along with preferential market access in govt. procurements.

1.9.2 For the above purpose, local supplier means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed in DIPP Order No.P-45021/2/2017-PP (BE-II) dated 28th May, 2018 or by the competent Ministries/Departments in pursuance of this order and local content means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

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

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

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

- (a) Bidder Information Form;
- (b) Declaration abiding by the Code of Integrity and no conflict of interest for public procurement;
- (c) Bid security as specified in the Invitation to Bids;
- (d) Service support details form; (e) Deviation Statement Form;
- (f) Performance Statement Form;
- (g) Manufacturer's Authorization Form along with a certified copy of the Agency Agreement between the bidders and the Indian Agent;
- (h) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
- (i) Integrity Pact, if required;
- (j) Documents establishing goods eligibility and conformity to bidding documents; indicating the Indian Customs Tariff Number (ICT & HSN No.) .
- (k) Schedule of requirements.
- (l) Self certification that the item offered meets the minimum local content of 50% giving details of the location(s) at which the local value addition is made in case the bidder wishes to avail the benefits under the make in India policy, if applicable.
- (m) In cases of procurement for a value in excess of ₹ 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content to avail the benefits under the make in India policy, if applicable.
- (n) Documentary evidence about the status of the bidder i.e. whether MSE or not, owned by SC/ST or not and whether the MSE is owned by a women entrepreneur or not.

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

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

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

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

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

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

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

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

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

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

- (i) The price of the goods, quoted on FCA (named place of delivery abroad) or FOB (named port of shipment), as specified in the price schedule form.
- (ii) The charges for insurance and transportation of the goods to the port / place of destination both by Air/Sea.
- (iii) The agency commission charges, if any.
- (iv) Wherever applicable, the cost towards the installation, commissioning, spares, extended warranty, AMC/CMC, site preparation and training including any incidental services, if any.

1.12.3 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, Paris.

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

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

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



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

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

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

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

### **1.13. Bid Currencies**

1.13.1 Prices shall be quoted in Indian Rupees for offers received for supply within India and in freely convertible foreign currency in case of offers received for supply from foreign countries 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).

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

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

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

**(a) The bidder meets the qualification criteria listed in bidding documents if any.**

(b) Bidder who doesn't manufacture the goods it offers to supply shall submit Manufacturers' Authorization Form (MAF) using the form specified in the bidding document to demonstrate that it has been duly authorized by the manufacturer of the goods to quote and/or supply the goods.

(c) In case a bidder not doing business within India, it shall furnish the certificate to the effect that the bidder is or will be represented by an agent in India equipped and able to carry out the supply, maintenance, repair obligations etc. during the warranty and post warranty period or ensure a mechanism at place for carrying out the supply, maintenance, repair obligations etc. during the warranty and post-warranty period.

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

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

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

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

(a) A detailed description of the essential technical and performance characteristics of the goods;

(b) A list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods during the warranty period following commencement of the use of the goods by the Purchaser in the Priced-bid; and

(c) An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

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

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

### **1.16. Bid Security**

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

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

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

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

(b) Fixed Deposit receipt pledged in favour of the Lab. /Institute.

(c) A Banker's cheque or demand draft in favour of the purchaser issued by any Scheduled commercial bank in India.

(d) Bid Securing Declaration

1.16.4 The bid security shall be payable promptly upon written demand by the purchaser in case the conditions listed in the ITB clause 1.16.9 are invoked.

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

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

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

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

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

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

1.16.10 The bid security may be forfeited:

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

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

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

### **1.17. Period of Validity of Bids**

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

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

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

### **1.18. Format and Signing of Bid**

1.18.1 The bids may be submitted in single envelop or in two parts as specified in the Invitation for Bids.

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

1.18.3 In case the bids are invited on two-bid system, the Bidder shall submit the bids in two separate parts. One part shall contain Technical bid comprising all documents listed under clause relating to Documents Comprising the Bid excepting bid form and price schedules. The other part shall contain the priced-bid comprising bid form and price schedules. The Bidder shall prepare two copies of the bid, clearly marking each "Original Bid" and "Copy Bid", as appropriate.

1.18.4 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons

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

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

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

### **1.19. Submission, Sealing and Marking of Bids**

~~1.19.1 (Bids received by FAX/E-mail/POST would not be considered for evaluation.)~~

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

1.20.1 Bids must be received by the Purchaser at the **TIME** specified at Clause 1.19.4 (a) not later than the time and date specified in invitation for bids. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day.

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

### **1.21. Late Bids**

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

1.21.2 Such tenders shall be marked as late and not considered for further evaluation. They shall not be opened at all and be returned to the bidders in their original envelope without opening.

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

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

(a) Submitted in accordance with ITB Clauses 1.18 and 1.19 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION"; and

(b) Received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 1.20.

1.22.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 1.22.1 shall be returned unopened to the Bidders. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form or any extension thereof.

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

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

~~1.23.1 The Purchaser will open all bids one at a time in the presence of bidders' authorized representatives who choose to attend, as per the schedule given in invitation for bids. The Bidders' representatives who are present shall sign the quotation opening sheet evidencing their attendance. In the event of the specified date of Bid opening — being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time and location on the next working day. In two-part bidding, the financial bid shall be opened only after technical evaluation. (NOT APPLICABLE AS THE BIDS ARE ACCEPTABLE ONLY THROUGH CPP PORTAL.~~

1.23.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

1.23.3 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bid(s). The contents of the bid forms and price schedules would however be announced only at the time of opening of Priced-bids in the case of two-bid system.

1.23.4 Bids that are received late shall not be considered further for evaluation, irrespective of the circumstances.

**1.23.5 Bidders interested in participating in the bid opening process, should depute their representatives along with an authority letter to be submitted to the purchaser at the time of bid opening as per form Annexed at Chapter-9.**

#### **1.24. Confidentiality**

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

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

#### **1.25. Clarification of Bids**

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

#### **1.26. Preliminary Examination**

1.26.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 1.10 have been provided, and to determine the completeness of each document submitted. 1.26.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.

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

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

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

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

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

i) Only a bidder who has participated in the concerned procurement process i.e. pre- qualification, bidder registration or bidding, as the case may be, can make such representation;

ii) In case pre-qualification bid has been evaluated before the bidding of Technical bids, an application for review in relation to the technical bid may be filed only by a bidder who has qualified in pre-qualification bid;

iii) In case technical bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be acceptable.

iv) Following decisions of the purchaser in accordance with the provision of internal guidelines shall not be subject to review:

- a) Determination of the need for procurement;
- b) Selection of the mode of procurement or bidding system;
- c) Choice of selection procedure;
- d) Provisions limiting participation of bidders in the procurement process;
- e) The decision to enter into negotiations with the L1 bidder;
- f) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
- g) Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/contractor; and
- h) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

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

#### **1.28 Responsiveness of Bids**

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

- (a) Affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
- (b) Limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under

the Contract; or  
(c) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

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

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

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

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

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

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

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

(a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

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

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

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

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

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

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

1.31.1 To facilitate evaluation and comparison, the Purchaser will convert all quoted prices expressed in various currencies to Indian Rupees at the selling exchange rate established by any bank in India as notified in the Newspapers on the date of bid opening (techno-commercial bid in the case of two-part bidding) For this purpose, exchange rate notified in [www.xe.com](http://www.xe.com) or [www.rbi.org](http://www.rbi.org) or any other website could also be used by the purchaser.

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

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

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

1.32.3 Purchase preference shall be given to all local suppliers in all procurements undertaken by the purchaser in the following manner:

(a) Where the purchaser has restricted the eligibility of suppliers to Indian suppliers only, as per para 06 of the invitation to bid/NIT. This is applicable only for those items for which the Nodal Ministry has communicated that there is sufficient local capacity and local competition for the cost of procurement up to Rs. 50.00 lakhs.

(b) If the tendered items are not listed by the Nodal Ministry indicating the local capacity and local competition, the following procedure of evaluation shall be followed, irrespective of value:

(i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.

(ii) If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local

suppliers, will be invited to match the L1 price for the remaining 50% quantity, subject to the local supplier's quoted price which should fall within the margin of purchase preference of 20%. The contract for that quantity shall be awarded to such local supplier, who matches the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for the remaining quantity and so on. The contract shall be awarded accordingly. In case some quantity is still left uncovered on the part of local suppliers, the balance quantity may also be ordered to the L1 bidder.

(c) If the tendered item is not divisible, the following procedure of evaluation shall be followed:

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.

ii. If L1 is not from a local supplier, the lowest bidder among the local suppliers will be invited to match the L1 price, subject to local supplier's quoted price falling within the margin of purchase preference of 20%. Accordingly, the contract shall be awarded to the local supplier matching the L1 price.

iii. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price. This may be repeated until all the local suppliers are given an opportunity to match the L1 price. The contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference match the L1 price, the contract may be awarded to the L1 bidder.

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

1.32.5 Within this 25% (Twenty five Percent) quantity, a purchase preference of 25 (twenty five) per cent out of 25 (twenty five) per cent is reserved for MSEs owned by Scheduled Caste (SC)/Scheduled Tribe (ST) entrepreneurs (if they participate in the tender process and match the L1 price). Further, out of the total annual procurement from the MSEs, (3%) three percent from within the 25% target shall be earmarked for procurement from MSEs owned by women. Provided that, in the event of failure of such SC/ST MSE to participate in tender process or meet tender requirements and L1 price, four per cent sub-target shall be met from other MSE.

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

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

**For goods manufactured in India**

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

**For goods manufactured abroad**

- (i) The price of the goods, quoted on FCA (named place of delivery abroad) or FOB (named port of shipment), as specified in the bidding document.
- (ii) The charges for insurance and transportation of the goods to the port/place of destination.
- (iii) The agency commission etc., if any.
- (iv) Wherever applicable, the cost towards the installation, commissioning, spares, extended warranty, AMC/CMC, site preparation and training including any incidental services, if any. 1.32.8 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.**

The bidder should give a clear cut breakup of EXW, FOB/FCA, CIF/CIP prices to facilitate proper comparison with the purchaser reserving the right to order on either basis, failing which the bid would be summarily ignored.

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

1.32.9 Orders for imported stores need not necessarily be on FOB/FCA basis rather it can be on the basis of any of the incoterms specified in ICC Incoterms 2010 as may be amended from time to time by the ICC or any other designated authority and favourable to the purchaser.

1.32.10 Wherever the price quoted on FOB/FCA and CIF/CIP basis are the same, the Contract would be made on CIF / CIP basis only.

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

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

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

### **1.33 Contacting the Purchaser**

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

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

### **1.34 Post qualification**

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

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

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

## **F. AWARD OF CONTRACT**

### **1.35 Negotiations**

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

### **1.36 Award Criteria**

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

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

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

### **1.38 Option Clause**

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

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

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

### **1.40 Notification of Award**

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

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

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

#### **1.41 Signing of Contract**

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

1.41.2 Within twenty-one (21) days of date of the Purchase Order, the successful Bidder shall sign, date, and return it to the Purchaser.

#### **1.42 Order Acceptance**

1.42.1 The successful bidder should submit Order acceptance within 14 days from the date of issue of order/signing of contract, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited pursuant to clause 1.16.9 of ITB. 1.42.2 The order confirmation must be received within 14 days. However, the Purchaser has the powers to extend the time frame for submission of order confirmation beyond the original date. Even after extension of time, if the order confirmation is not received, the contract is liable to be cancelled provided that the purchaser, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained, may, for cogent reasons, offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.

#### **1.43 Performance Security**

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

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

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

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

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

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

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

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

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

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

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

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

#### **~~1.44. Pre-bid Conference (PBC) (NOT APPLICABLE)~~**

#### **~~1.45 Integrity Pact (NOT APPLICABLE)~~**



## GENERAL CONDITIONS OF CONTRACT (GCC)

### 2.1 Definitions

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

- (a) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
- (c) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (d) "Day" means calendar day.
- (e) "Completion" means the fulfilment of the Goods and related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) "GCC" means the General Conditions of Contract.
- (g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (h) "Related Services" means the services incidental to the supply of the goods, such as transportation, insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract. (i) "SCC" means the Special Conditions of Contract.
- (j) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (k) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (l) The "Council" means the Council of Scientific & Industrial Research (CSIR), registered under the Societies Registration Act, 1860 of the Govt. of India having its registered office at 2, Rafi Marg, New Delhi-110001, India.
- (m) The "Purchaser" means any of the constituent Laboratory/Institute of the Council situated at any designated place in India as specified in SCC.
- (n) "The final destination," where applicable, means the place named in the SCC.

### 2.2 Contract Documents

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

### 2.3 Code of Integrity

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

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

### 2.4 Joint Venture, Consortium or Association

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

### 2.5 Scope of Supply

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

## **2.6 Suppliers' Responsibilities**

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

## **2.7 Contract price**

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

## **2.8 Copy Right**

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

## **2.9 Application**

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

## **2.10 Standards**

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

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

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

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

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

## **2.12 Patent Indemnity**

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

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

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

## **2.13 Performance Security**

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

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

2.13.3 The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India and denominated in the currency of the contract in the case of offers received for supply from foreign countries or in equivalent Indian Rupees in case the Performance Security is submitted by the Indian Agent. 2.13.4 In the case of imports, the PS may be submitted either by the principal or by the Indian agent and, in the case of purchases from indigenous sources, the PS may be submitted by either the manufacturer or their authorized dealer/bidder.

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

- (a) A Bank guarantee or stand-by Letter of Credit issued by a Nationalized/Scheduled bank located in India or a bank located abroad in the form provided in the bidding documents. Or
- (b) A Banker's cheque or Account Payee demand draft in favour of the purchaser. Or
- (c) A Fixed Deposit Receipt pledged in favour of the Purchaser.

2.13.6 The performance security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of

completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in SCC, without levy of any interest.

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

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

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

## **2.14 Inspections and Tests**

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

## **2.15 Packing**

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

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

## **2.16 Delivery and Documents**

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

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

2.16.3 The mode of transportation shall be as specified in SCC. In case the purchaser elects to have the transportation done through Air, then air lifting needs to be done through Air India only. In case Air India does not operate in the Airport of despatch, then the bidder is free to engage the services of any other Airlines.

## **2.17 Insurance**

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

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

2.17.3 Where delivery is on FOB or FCA basis, insurance would be the responsibility of the purchaser.

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

## **2.18 Transportation**

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

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

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

#### **2.19 Incidental Services**

2.19.1 The supplier may be required to provide any or all of the services, including training, if any, specified in chapter 4.

#### **2.20 Spare Parts**

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

(a) Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and

(b) In the event of termination of production of the spare parts: (i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and

(ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

#### **2.21 Warranty**

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

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

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

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

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

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

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

#### **2.22 Terms of Payment**

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

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

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

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

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

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

(a) Increase or decrease in the quantity required, exercise of quantity opinion clause;

(b) Changes in schedule of deliveries and terms of delivery;

(c) The changes in inspection arrangements;

(d) Changes in terms of payments and statutory levies;

(e) Changes due to any other situation not anticipated;

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

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

#### **2.24 Assignment**

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

## **2.25 Subcontracts**

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

## **2.26 Extension of time.**

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

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

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

## **2.27 Liquidated Damages**

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

## **2.28 Termination for Default**

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

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

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

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

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

(a) The Performance Security is to be forfeited;

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

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

## **2.29 Force Majeure**

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

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

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

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

### **2.30 Termination for Insolvency**

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

### **2.31 Termination for Convenience**

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

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

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

### **2.32 Settlement of Disputes**

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

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

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

(a) 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 consisting of three Arbitrators, one each to be appointed by each party and the two Arbitrators shall appoint a third Arbitrator who shall be the presiding Arbitrator. 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.

(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.

2.32.4 The venue of the arbitration shall be the place from where the purchase order or contract is issued.

2.32.5 Notwithstanding, any reference to arbitration herein,

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

### **2.33 Governing Language**

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

### **2.34 Applicable Law**

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

### **2.35 Notices**

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

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

### **2.36 Taxes and Duties**

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

levies imposed outside India.

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

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

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

2.36.5 Customs Duty – If the supply is from abroad this Institute is permitted to import goods as per notification No.51/96 – Customs and pay a concessional duty up to 5% as per notification 24/2002 – Customs on all imports.

2.37 Right to use Defective Goods

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

### 2.38 Protection against Damage

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

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

### 2.39 Site preparation and installation

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

### 2.40 Import and Export Licenses

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

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

### 2.41 Risk Purchase Clause

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

### 2.42 Option Clause

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

### 2.43 Integrity Pact

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

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

### 2.44 Order Acceptance

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

## **B SPECIAL CONDITIONS OF CONTRACT**

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

Special conditions of contract (SCC)

Sl. No.	GCC Clause Ref	Condition
1.	GCC 2.1.1(l)	The Purchaser is: <b>CSIR-CDRI, LUCKNOW</b> (name and complete postal address)

2	GCC 2.1.1(m)	The Final Destination is: <b>CSIR-CDRI, LUCKNOW</b> (complete postal address)
3	GCC 2.13.1	The amount of the Performance Security shall be 10% of the contract value.
4	GCC 2.15.2	<p>The marking and documentation within and outside the packages shall be: (a) Each package should have a packing list within it detailing the part No(s), description, quantity etc.</p> <p>(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.</p> <p>(c) Each package should be marked as 1/x, 2/x, 3/x.....x/x, where “x” is the total No. of packages contained in the consignment.</p> <p>(d) All the sides and top of each package should carry an Appropriate indication/ label/ stickers indicating the precautions to be taken while handling/storage.</p>
5	GCC 2.16.1	<p>Details of Shipping and other Documents to be furnished by the Supplier are : For goods manufactured within India Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by registered post / speed post and copies thereof by FAX/Email. (a) Two copies of Supplier’s Invoice indicating, inter-alia description and specification of the goods, quantity, unit price, total value; (b) Packing list; (c) Certificate of country of origin; (d) Insurance certificate, if required under the contract; (e) Railway receipt/Consignment note; (f) Manufacturer’s guarantee certificate and in-house inspection certificate;</p> <p>(g) Inspection certificate issued by purchaser’s inspector, if any; and (h) Any other document(s) as and when required in terms of the contract.</p> <p>Note: 01. The nomenclature used for the item description in the invoices(S), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s). 02. The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p> <p>For goods manufactured 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/Email. (a) Two copies of supplier’s Invoice giving full details of the goods including quantity, value, etc.; (b) Packing list; (c) Certificate of country of origin issued by supplier; (d) Manufacturer’s guarantee and Inspection certificate; (e) Inspection certificate issued by the Purchaser’s Inspector, if any;</p> <p>(f) Insurance Certificate, if required under the contract; (g) Name of the Vessel/Carrier; (h) Bill of Lading/Airway Bill; (l) Any other document(s) as and when required in terms of the contract.</p> <p>Note: 01. The nomenclature used for the item description in the Invoices (s), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s).</p> <p>02. The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
6	GCC 2.16.3	In case of supplies from within India, the mode of transportation shall be by Air/Rail/Road. (retain one only) In case of supplies from abroad, the mode of transportation shall be by Air/Ocean. (retain one only)
7	GCC 2.17.1	The Insurance shall be for an amount equal to 110% of the CIF or CIP value of the contract from within “warehouse to warehouse (final destination)” on “all risk basis” including strikes, riots and civil commotion.
8	GCC 2.21.3	The period of validity of the Warranty shall be <b>One year warranty</b> from the date of acceptance.
9	GCC 2.22.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: Payment for Goods supplied from abroad: Payment of foreign currency portion shall be made in currency of the Contract in the following manner: (a) On Shipment: ____ percent ( ____ %) of the Contract Price of the Goods shipped shall be paid through irrevocable letter of credit opened in favour of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 2.16.</p> <p>(b) On Acceptance: ____ percent ( ____ %) of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of Goods and successful installation &amp; commissioning upon submission of claim supported by the acceptance certificate issued by the Purchaser along with the Performance security, if any.</p>
	GCC 2.22.1	<p>The L/C will be confirmed at the suppliers cost, if requested specifically by the supplier. All bank charges abroad shall be to the account of the beneficiary i.e. supplier and all bank charges in India shall be to the account of the opener i.e. purchaser. If L/C is requested to be extended/ reinstated for reasons not attributable to the purchaser, the charges thereof would be to the suppliers’ account. Payment of local currency portion shall be made in Indian Rupees within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed. The LC for 100% value of the contract shall be established after deducting the agency commission payable if any, to the Indian agent from the FOB/FCA value. Payment for Goods and Services supplied from India: The payment shall be made in Indian Rupees, as follows: (a) After shipment : ____ percent ( ____ %) of the Contract Price shall be paid on receipt of the Goods in good condition and upon submission of the documents specified in GCC Clause 16.1</p> <p>b) On Acceptance: The remaining ____ percent ( ____ %) of the Contract value shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate issued by the Purchaser subject to submission of performance security, if any. Note: All payments due under the Contract shall be paid after deduction of statutory levies at source (like ESIC, Income Tax, etc.), wherever applicable.</p>
10	GCC 2.27.1	The penalty shall be 0.5% per week or part of a week towards late delivery and towards delay in installation and commissioning
11.	GCC 2.27.1	The maximum amount of penalty shall be 10%



12	GCC 2.34.1	The place of jurisdiction is LUCKNOW (name of the place from where the contract is issued)
13	GCC 2.35.1	For notices, the Purchaser's address is The Director CSIR-CDRI, LUCKNOW
14	GCC 2.35.1	Telephone: :+91-05222772450/2772550 EPABX Tel:+91 05222772450 Facsimile number: :+91 Electronic mail address <b>spo@cdri.res.in, so.purchase@cdri.res.in</b>
15	GCC 2.43.1	The integrity pact is to be/not to be signed. <b>(NOT APPLICABLE)</b>
16	GCC 2.43.2	The name and contact details of the IEMs are as under: i)

**CHAPTER 3**

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

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

Term of delivery: FOB / FCA / CIF / CIP \_\_\_\_\_ (named port of shipment or named place of delivery) (retain only one)

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

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

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

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

Date : .....

Place : .....

Signature of the Bidder

**Notes for Bidders:**

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

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

(a) The implications of delivery terms stipulated in the Instructions to Bidders pursuant to the Incoterms rules (i.e., EXW, or CIF, CIP, FOB, FCA terms— that “delivery” takes place when goods are delivered to the carriers), and

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

## Chapter 4

### Specifications for UPLC

S. No	Specifications	
<b>I</b>	<b>Solvent delivery System</b>	
1	Pump	Integrated quaternary gradient high pressure system with solvent selection valve up to 8 solvents options.
2	Operating pressure	15000 psi or higher
3	Flow Rate	The flow rate should cover the range of 0.002 to 5 ml/min
4	Flow rate accuracy	± 1% of the set flow rate or better
5	Flow rate precision	± 0.07% RSD or better
6	Solvent Compatibility	Compatible with reverse phase (e.g. ACN, methanol, etc.) and normal phase solvent (e.g. hexane, ethyl acetate and chloroform etc.) in acidic and basic pH range from 1-12.
7	Delay volume	300 µl or less
8	Degasser	Suitable degasser compatible with normal phase and reverse phase
<b>II</b>	<b>Injector Auto sampler with cooler</b>	
1	Auto sampler	Auto sampler compartment should be temperature controlled with cooling option.
2	Vials capacity	Auto sample capable of more than 90 samples (should be able to accommodate vials with capacity 1.5 ml and 200-300 µL sample volume)
3	Sample injection range	1 to 100 µL with necessary accessories
4	Auto sampler carryover	< 0.01 % RSD or better
5	Precision/Reproducibility	0.25% RSD or better
6	Sample cooler temperature	Up to 4°C to 45 °C or better
7	Mode of injector rinsing	Capable of rinse injection needle outer and inner surface to prevent carry over, also capable of rising injector before and after sample acquisition.
<b>III</b>	<b>Detectors</b>	

<b>III A</b>	<b>Photodiode array detector/PDA</b>	
1	Wavelength Range	190-800 nm or better
2	Bandwidth	8 nm or better
3	Wavelength accuracy	±1 nm or better
4	Data acquiring	3D contour view of data acquired
5	Noise level	< ±10 X10 <sup>-6</sup> AU or better
6	Drift	1 X 10 <sup>-3</sup> AU/Hr or better
7	Flow Cell	For analytical operation with flow rate up to 2 ml/min For analytical operation with flow rate up to 0.5 ml/min
8	Flow Cell	Suitable for semi-preparative operation
9	Flow Cell	Flow Cell should be chemically inert (capable of working in the range of pH 1 to 12)
10	Flow cell pressure compatibility	Flow cell should be compatible with pump pressure
11	Detector Linearity	of 2.0 AU (ASTM method)/ 0.999 or better
<b>III B</b>	<b>Evaporative light scattering detector (ELSD)</b>	
1	Detection capability	Capability to detect non-volatile sample in ng level
2	Eluent Flow Rate	200 µL/min to 2 mL/min or better
3	Detector Data rate	60 Hz or higher
4		Should be based on low temperature evaporation of the mobile phase with customized sensitivity of thermally label and semi –volatile compounds
5		Suitable interface stroke A/D convertor to be quoted for control of ELSD parameters through chromatograph software, if needed
6	Temperature Range	Up to 100°C
7	Gas supply	Suitable gas cylinders and accessories (regulator, bracket, tubings etc.) to hold the cylinder should be provided by vendor  No. of cylinder to be provided: 02
<b>III C</b>	<b>Fluorescence detector</b>	

1	Light source	Xenon lamp
2	Wavelength range	200 to 650 nm
3	Spectral bandwidth	20 nm or better
4	Wavelength accuracy	± 3nm or better
5	Wavelength precision/Reproducibility	± 2 nm or better
<b>IV</b>	<b>Column oven</b>	
1	The temperature setting range	Should cover 4°C – 80 °C temperature range
2	Temperature control precision	± 0.1°C or better
3	Column Capacity	It should be able to hold up to 4 columns of 25 cm length columns with 3 cm guard column.  4 columns automatic switching valve with software control should be provided.
<b>V</b>	<b>Fraction collector</b>	
1	Collection tube	Test tube, glass/polypropylene, capacity 1 to 5 ml, Number of tubes to be provided: 300
2	Holding capacity of Tray	100 test tube or more
3		Fraction collector should be equipped with automatic tray recognition.
4		Fraction collection must be equipped with peak based and time based fraction collection.
5	Fraction Modes	Software Programmed fraction collection
<b>VI</b>	<b>Operating Software</b>	
1	Software	Software for single point system control.
2	Software and data processing	Software capable of drawing calibration curve with internal and external standard.  Software should be capable of system suitability parameter estimation, accuracy and precision estimation.  Software capable of GPC (Gel permeation chromatography) analysis  Software should comply with regulatory conformity with 21 CFR part 11 compliance

<b>VII</b>	<b>Computer, Printer and UPS</b>	
1	Branded computer workstation and laser printer	<p>Latest Branded (HP, Dell or Lenovo) workstation with following specifications:</p> <p>Intel® Xeon processor 1.7 GHz or higher, internal storage 1.5 TB SATA SSHD or higher, Computer Memory 16 GB or higher, Operating System Windows 10 Pro 64, graphics card, Wireless Keyboard &amp; Mouse.</p> <p>Monitor: 27 inch or higher</p> <p>4 TB External hard drive, USB 3.0 For data backup</p> <p>Printer: color laser printer with following specifications.</p> <p>Function: print, copy, scan</p> <p>Capable of two sides scanning in a same time.</p> <p>Printer is capable to connect, Computer and Laptop through WiFi/Wireless connectivity.</p> <p>Printing Speed not less than: 18 PPM.</p> <p>Capability to print both colour and black and white</p>
2	UPS	Suitable branded 5 KVA online UPS with 60 minutes backup e.g., APC, Luminous, Microtek, Hitachi.
<b>VIII</b>	<b>Furniture for instrument's installation</b>	
1	Dimension	<p>Anti-vibration tables having electrical plug points (minimum 10 points) along with drawers (minimum 3 in each table) for keeping accessories should be provided.</p> <p>Table 1: Dimension (height 71 cm, length 236 cm, width 63 cm).</p> <p>Table 2: Dimension (height 71 cm, length 149 cm, width 63 cm)</p>
<b>IX</b>	Installation Qualification	IQ, OQ, PQ document provided by the vendor with 21 CFR part 11 compliance.
<b>X</b>	Training	After complete installation, 3 X 3-day onsite training for application and preventive maintenance should be provided and also provide training certificate to participants.
<b>XI</b>	Installation and warranty	<p>Onsite installation and 1 year comprehensive warranty after the date of installation.</p> <p>Extended warranty for 5 more years after completion of the standard warranty</p>

<b>XII</b>	<b>Spare Parts</b>	
1	Mobile Phase Filtration Assembly	1 Unit with two reservoirs: 1 liter capacity and 2 liters capacity To be supplied with one SS solvent holder and vacuum pump and one Glass solvent holder.
2	Tubing for column connection	0.1mm diameter (6 meter)
3	Universal Ferule for column connection	50
4	SS Union for hot water Flushing	20
5	Tube cutter	2
6	Mobile Phase Reservoir bottle with suitable Tap	2 lit (10) 1 lit (10) 500 ml (10)
7	HPLC Columns	Chiral Column (150 X 4.6, 3 to 5 $\mu$ ) No. of column: 02 Reverse Column C18 column (150 X 4.6) Particle size 3 to 4 $\mu$ . No of column: 05 Reverse Column C8 column (150 X 4.6) particle size 3 to 4 $\mu$ . No. of column: 02 Silica column for normal phase chromatography (150 X 4.6) particle size 3 to 4 $\mu$ . No. of column: 02
8	HPLC Vials with septa	Numbers of vials with septa 2000, volume capacity of up to 1.5 mL or 250 to 300 $\mu$ l sample volume.
9	Flow Meter	Flow meter for HPLC flow rate calibration
10	Thermometer	thermometer suitable for UPLC calibration of column Oven and sample cooler temperature calibration.
11	UPLC waste reservoir	2 numbers: Capacity up to 8-10 liters, compatible for storage of polar and non-polar solvents. Should be supplied with 10 meters connecting tube
12	UHPLC Suction Filters	Numbers of filters 10
13	Syringe Filters	Nylon Syringe filters, 25 mm diameter, 0.22 $\mu$ m: 1000 number  Nylon Syringe filters, 25 mm diameter, 0.45 $\mu$ m: 1000 number  Make: Whatman/ Sartorius/Chromatopak
14	Membrane filters	47 mm diameter, 0.45 $\mu$ m: 500 number 47 mm Diameter, 0.22 $\mu$ m: 500 number Make: Whatman/ Sartorius
15	PDA Lamp	01
16	Detector calibration standard for calibration of PDA detector	02 pack
17	Lamp for Fluorescence detector	01

18	Detector calibration standard for calibration of Fluorescence detector	02 pack
19	Compulsory clause	<p>All the claims made by various vendors in terms of the above mentioned specifications should be validated by means of authenticated documentary evidence in tender document being submitted by them. In the absence of authenticated documentary evidence, it may be considered as disqualified/cancelled.</p> <p>All the spares including software and hardware be available for the smooth functioning of equipment at least for 10 years</p>

## **CHAPTER 5**

### Price Schedule Forms

#### Table of Contents

Sr No.	Type of Price Schedule Form
01	Price schedule for Goods being offered from abroad
02	Price schedule for Goods offered from India

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



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

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

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

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

**Note:**  
currency \_\_\_\_\_

Total Bid price in foreign

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

in words

(b) Cost of Spares, if any

Signature of Bidder

Name

Business Address

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

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

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

Sl. No.	Item Description with HSN Code	Country of origin	Unit	Quantity	Unit Quantity Unit Rate Ex-Works, Exwarehouse, Ex-show room off the shelf price (inclusive of all taxes already paid)	Total price Ex-Works, Exwarehouse, Ex-show room off the shelf price (inclusive of all taxes already paid) 5x6	GST & other taxes payable, if contract is awarded	Packing & forwarding up to station of dispatch if any	Charges for inland transportation, insurance up to Lab. / Instdt.by air/road/rail (retain one only)	Total Price Installation	Commissioning and training charges, if any

Note: Currency \_\_\_\_\_

Total Bid price in foreign currency \_\_\_\_\_

\_\_\_\_\_ in words

(a) Indian agents name & address \_\_\_\_\_

(b) Installation, commissioning & training charges, \_\_\_\_\_

if any \_\_\_\_\_

(c) Cost of Spares, if any \_\_\_\_\_

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

Name \_\_\_\_\_

Business \_\_\_\_\_

Address \_\_\_\_\_

(d) The Indian agent's commission shall be paid in Indian Rupees only based on the Exchange Rate prevailing on the date of negotiation of documents in accordance with clause 2.22 of GCC.

(e) The cost of optional items shall be indicated separately.

## CHAPTER 7

### Contract Form

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

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

BETWEEN

(1) The Council of Scientific & Industrial Research registered under the Societies Registration Act 1860 of the Government of India having its registered office at 2, Rafi Marg, New Delhi-110001, India represented by **CSIR-CDRI, LUCKNOW** and

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

02. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract: (a) This Contract Agreement (b) Special Conditions of Contract (c) General Conditions of Contract (d) Technical Requirements (including Schedule of Requirements and Technical Specifications) (e) The Supplier's Bid and original Price Schedules (f) The Purchaser's Notification of Award (g) [Add here any other document(s)]

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

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

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

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

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

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

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

in the presence of [ insert identification of official witness ] For and on behalf of the Supplier Signed: [ insert signature of authorized representative(s) of the Supplier ] in the capacity of [ insert title or other appropriate designation ]

in the presence of [ insert identification of official witness ]

## CHAPTER 8

Other Standard Forms (To be enclosed as indicated below)

### Table of Contents

- Sl. No. Name 01. Bidder Information Form (to be enclosed with the technical bid)
02. Manufacturers' Authorization Form (to be enclosed with the technical bid)
03. Bid Security Form (to be enclosed with the technical bid)
04. Bid Securing Declaration. (to be enclosed with the technical bid)
05. Performance Statement Form (to be enclosed with the technical bid)
06. Deviation Statement Form (to be enclosed with the technical bid)
07. Service Support Detail Form (to be enclosed with the technical bid)
08. Bid Form (to be enclosed with the priced bid)
09. Performance Security Form (to be enclosed with the technical bid)
10. Acceptance Certificate Form (to be enclosed with the technical bid)
11. Integrity Pact (to be enclosed with the technical bid)
12. Format of Letter of Authority for participating in bid opening
13. Format of declaration of abiding by the code of integrity and conflict of interest to be submitted by the bidder.  
Note : Please refer clause 1.10.1 of the bidding documents for other documents to be attached with the bids/offers.

**Bidder Information Form (Refer para 5.1.2 (ix)(a) of the CSIR Manual)**

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

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

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

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

1.	Bidder's Legal Name [insert Bidder's legal name]
2	In case of JV, legal name of each party: [insert legal name of each party in JV]
3	Bidder's actual or intended Country of Registration: [insert actual or intended Country of Registration]
4	Bidder's Year of Registration: [insert Bidder's year of registration]
5	Bidder's Legal Address in Country of Registration: [insert Bidder's legal address in country of registration]
6	Bidder's Authorized Representative Information Name: [insert Authorized Representative's name] Address: [insert Authorized Representative's Address] Telephone/Fax numbers: [insert Authorized Representative's telephone/fax numbers] Email Address: [insert Authorized Representative's email address]
7.	Attached are copies of original documents of: [check the box(es) of the attached original documents] Articles of Incorporation or Registration of firm named in 1, above.

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

Name \_\_\_\_\_

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

MANUFACTURERS' AUTHORIZATION FORM  
(Refer para 5.1.2 (ix)(b) of the CSIR Manual)

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

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

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

To: [insert complete name and address of Purchaser]

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

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

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

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

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

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

**BID 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 enquiry No. \_\_\_\_\_

KNOW ALL MEN by these presents that WE \_\_\_\_\_ of \_\_\_\_\_ having our registered office at \_\_\_\_\_ are bound unto \_\_\_\_\_ (hereinafter called the "Purchaser")

In the sum of \_\_\_\_\_ for which payment will 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. Or (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-

- (a) If the tenderer 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 i.e., up to \_\_\_\_\_ and any demand in respect thereof should reach the Bank not later than this date.

\_\_\_\_\_ (Signature of the authorized officer of the Bank)

Name and designation of the officer Seal, Name & Address of the Issuing Branch of the Bank

Note: Whenever the bidder chooses to submit the 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**

Date: \_\_\_\_\_  
Bid No. \_\_\_\_\_

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

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

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

(a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

(b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

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

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

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

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

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

Corporate Seal (where appropriate)

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



**PERFORMANCE STATEMENT FORM**

(For a period of last 3 years)

Name of the Firm.....

Order Placed by (full address of Purchaser)	Order No. and date	Description and quantity of ordered equipment	Value of order	Date of completion of deliver as per Contract	Date of actual completion of delivery	Remarks indicating reasons for late delivery, if any	Has the equipment been installed satisfactory ? (Attach a certificate from the purchaser/ Consignee)	Contact person along with Telephone No., FAX No. and e-mail address

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

Place :

Date :

**DEVIATION STATEMENT FORM**

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

Signature of Bidder

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

Place:

Date:

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

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

**SERVICE SUPPORT FORM**

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

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

Place :

Date :

**Bid Form**

[The Bidder shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.] Date: [insert date (as day, month and year) of Bid Submission]

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

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

To: [insert complete name of Purchaser]

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: [insert the number and issuing date of each Addenda];

(b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services [insert a brief description of the Goods and Related Services];

(c) The total price of our Bid, excluding any discounts offered in item (d) below, is: [insert the total bid price in words and figures, indicating the various amounts and the respective currencies];

(d) The discounts offered and the methodology for their application are:

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

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 1.17.1 from the date fixed for the bid opening, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 1.43 and GCC Clause 2.13 for the due performance of the Contract and also submit order acceptance within 14 days from the date of contract in accordance with ITB Clause 1.42 and GCC Clause 2.44;

(g) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: [insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity] Name of Recipient Address Reason Amount

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

(h) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

(i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

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

In the capacity of [insert legal capacity of person signing the Bid Submission Form] Name: [insert complete name of person signing the Bid Submission Form]

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

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

PERFORMANCE SECURITY FORM

**BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY**

To, .....

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

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

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

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

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

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

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

(Signature of the authorized officer of the Bank)

..... Name and designation of the officer

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

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

**ACCEPTANCE CERTIFICATE FORM**

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

Dated:

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

Sub: Certificate of commissioning of equipment  
-----

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

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

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

Sl. No.	Description	Amount to be rrecovered

02. The acceptance test has been done to our entire satisfaction. The supplier has fulfilled his contractual obligations satisfactorily or The supplier has failed to fulfil his contractual obligations with regard to the following:

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

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

For Supplier

For Purchaser

Signature .....

Signature .....

Name .....

Name .....

Designation .....

Designation .....

Name of the firm .....

Name of the Lab/Instt. ....

Date .....

Date .....

**Format of Letter of Authority for participating in bid opening**

(On the letter head of the bidder)

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

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

**Subject: Authorisation letter for participants in the bid opening process**

To

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

Sir

With reference to your invitation for bid No. \_\_\_\_\_ dated \_\_\_\_\_, we wish to inform you that we have participated in the bidding process and have submitted bid bearing Ref. No. \_\_\_\_\_ dated \_\_\_\_\_.

In line with your requirement, we hereby authorise Sh/Smt. \_\_\_\_\_ to participate in the bid opening process scheduled on \_\_\_\_\_ at \_\_\_\_\_ hrs (IST) in your premises. A copy of the identity of the representative is attached duly certified by the undersigned.

Thanking you

Yours faithfully,

(Signature of the bidder with seal)

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

(On the Letter Head of the Bidder)

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

Date

To,  
\_\_\_\_\_  
\_\_\_\_\_

Sir,

With reference to your Tender No. \_\_\_\_\_ dated \_\_\_\_\_ I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned under Para 1.3.0 of ITB of your Tender document and have no conflict of interest.

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

- a-
- b-
- c-

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

Thanking you,

Yours sincerely,

Signature  
(Name of the Authorized Signatory)  
Company Seal



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

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

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

1	2	3	4	5	6	7	8	9	10	11	12
Sl. No	Item Description	Country of origin	Unit	Qty.	Unit price Indicating currency  FOB (named port of shipment or FCA (named place of delivery) <b>(retain only one)</b> )	Total price (5x6)  FOB (named port of shipment) or FCA (named place of delivery) <b>(retain only one)</b>	Charges for Insurance & transportation to port//place of destination	Total price <b>CIF/CIP (retain one only)</b> (7+8)	Indian Agents Commission as a percent of FOB /FCA price included in the Quoted price	Approx. Shipment weight and volume	Indian Customs Tariff No and HSN No.  (ICT & HSN No.)

Note:

Currency \_\_\_\_\_

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

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

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

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

Name \_\_\_\_\_

(c) Cost of Spares, if any \_\_\_\_\_

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

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

(e) The cost of optional items shall be indicated separately.

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

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

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

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

Note:

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

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

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

Name \_\_\_\_\_

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

banker AD code 000125-2000008

**MANDATE FORM**  
**ELECTRONIC CLEARING SERVICE (CREDIT CLEARING) / REAL TIME GROSS SETTLEMENT (RTGS) FACILITY FOR RECEIVING PAYMENTS**

**A. DETAIL OF ACCOUNT HOLDER:-**

NAME OF ACCOUNT HOLDER	DIRECTOR CDRI, LUCKNOW
COMPLETE CONTACT ADDRESS	Sector 10, Jankipuram Extension, Sitapur Road, Lucknow - 226 031
TELEPHONE NUMBER/FAX/ E.MAIL	0522- 2771940 (Telephone) 0522-2771941 (Fax), E.mail- director@cdri.res.in
PAN NUMBER	AAATC 2716R
TIN NUMBER	LKNCO1053D
TAN NUMBER	LKNCO1053D
UNIQUE AGENCY CODE	CDRILKO

**B. BANK ACCOUNT DETAILS:-**

BANK NAME	STATE BANK OF INDIA
BRANCH NAME WITH COMPLETE ADDRESS, TELEPHONE NUMBER AND E.MAIL	STATE BANK OF INDIA, CDRI Branch., Sector 10, Jankipuram Extension, Sitapur Road, Lucknow - 226 031 Phone 0522-6460426, FAX- 0522-2200309 E.MAIL Sbi.10174@sbi.co.in
WHETHER THE BRANCH IS COMPUTERISED?	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)	SAVING BANK A/C
COMPLETE BANK ACCOUNT NUMBER (LATEST)	<b>30269374557</b>
MICR CODE OF BANK	226002050

DATE OF EFFECT:-

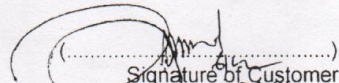
I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information I would not hold the user Institution responsible. I have read the option invitation letter and agree to discharge responsibility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

Date:

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



(Bank's Stamp)

  
Signature of Customer  
(संजय कुमार द्विवेदी)  
SUN KUMAR DWIVEDI  
विशेष सहायक निबंधक  
Controller of Finance & Accounts  
आयुर्वेद शोध आयोग संस्थान  
Central Drug Research Institute  
इचनरस (डॉ०)/Lucknow (U.P.)

		The Software should be genuine & original
<b>E</b>	<b>Warranty</b>	3 Year warranty for quoted HPLC configuration along with PC printer and UPS system should be offered.
<b>F</b>	<b>Other Accessories</b>	
	<b>UPS :</b>	Online UPS 3 KVA capacity with 30 minutes backup or more back up time.
	<b>PC and Printer</b>	Appropriate PC and Printer having Intel core i7 processors, 8 GB or above ram, 1TB or More HDD, light weight, 17 inch full HD display, Latest but compatible Windows OS..
	<b>Column</b>	Two chiral analytical columns: Daicel CHIRALPAK AS-H and CHIRALPAK IE column (Dimension: 250 x 4.6mm, 5um) should be supplied along with the instrument.
<b>Important Points:</b>		
(1)	Minimum 5 installations in CSIR-Labs or reputed government institutes is mandatory.	
(2)	Every part of a HPLC must have details of part and part numbers.	
(3)	Detailed printed catalogue must be available.	