



**INDIAN INSTITUTE OF TOXICOLOGY RESEARCH**  
(Council of Scientific & Industrial Research)  
Vish vigyan Bhawan, 31, M.G Marg, Lucknow-226001



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File No.-**IITR/Pur/9(04)/2023-24/67**

Date 04.11.2023

**Global Tender Document (GTE)**  
**Invitation for e-Tender**

Director, CSIR-IITR, Lucknow invites original equipment manufacturers (OEM's), their authorized distributors and Indian agents of foreign principals, if any, for submission of e-quotations in two bids system. For complete NIT documents kindly refer to <https://etenders.gov.in/eprocure/app>. Its intimation has also been given on Institute's website <http://iitrindia.org/>

| Sl. No. | Tender ID          | Description of items  | Quantity | Single/Double bid      | Bid Security (EMD) (in INR)   |
|---------|--------------------|---|----------|------------------------|---|
| 1       | 2023_CSIR_173294_1 | ("SUPPLY, INSTALLATION AND COMMISSIONING OF MULTI STAGE CASCADE IMPACTOR" (AS PER ATTACHED TECHNICAL SPECIFICATION AT PAGE NO-3-5). | One      | Single Bid (Two Cover) | NIL<br>However, Bid - Securing Declaration Form must be submitted on the letter head of the firm in Techno-commercial (Part-I) Bid. |

*Please note.*

- (i) Bid submission start date: **04.11.2023 (05:00PM)**
- (ii) Last Date & time for online bid submission: **04.12.2023/ 05:30 P.M. (IST).**
- (iii) Date & time for opening of online techno-commercial bids: **06.12.2023/ 11:00 A.M. (IST).**

*कृपया ध्यान दें/Please note-*

- (iv) CSIR-IITR, Vish vigyan Bhawan, 31, M.G Marg, Lucknow-226001, India, will be the venue of online-bid opening.
- (v) **Performance Bank Guaranty (PBG)**- 3% PBG will be applicable on the Purchase Order Value with the validity for entire duration of warranty+02 Months. The successful bidder will have to submit the PBG in the prescribed format.

2. Interested Bidders are requested to submit the bid for the quoted item only. Bidders are requested to quote for the Instrument with warranty period as specified in the Specification. The AMC Charges should also be quoted in the PDF Price Bid on annual basis. The AMC Charges shall be freezed in the Purchase Order and will be effective after the expiry of Warranty period. A Separate confirmation order shall be issued for this after the expiry of Warranty subject to the confirmation of the competent authority.

3. Interested Bidders may obtain further information from the office of the Stores & Purchase Officer, CSIR- IITR, Vish vigyan Bhawan, 31, M.G Marg, Lucknow-226001.

4. Bidders who are submitting their online bids on behalf of their principal should submit proper **Manufacturer authorization certificate indicating them to online bid** for this tender, failing to which the bid will be rejected.

5. The online bids must be submitted on or before the last date & time for submission of tender.

6. In case, if the bidder is interested in submitting his online bid for more than one item, than he should submit all the bids separately clearly indicating the file reference number & particulars of item. Bid should

be neatly typed/ computerized on the letter-head of the firm. If any cutting is there, it should be duly certified.

7. For imported items, the Price Bid should be submitted in the concerned foreign currency. In case of non-local supplier i.e., where the local content is below 20% will not be considered eligible for procurement preference & INR quotation. However, the bidder having less than 20% Local content in the NIT equipment must quote in the Foreign Currency after obtaining due permission from the OEM.

8. All bids must be accompanied by a bid securing declaration (EMD declaration) as specified above and must be submitted along with Techno-commercial bid (Part-1) on or before the date and time indicated above. EMD declaration format is attached with this NIT. Online Bids will be opened in the presence of Bidders representatives who choose to attend on the specified date and time. In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed time.

9. Bidders are required to ensure that the e-tender documents submitted by them fulfil the requisite qualifications and required information given in the prescribed formats. Additional sheets may be used, if required. The complete tender documents should be page numbered with index, signed and stamped by the authorized signatory of the bidder.

10. On demand by CSIR-IITR, the bidder will have to produce the original document/ certificate submitted with the quotation for the purpose of verification, mis-match can lead into rejection at any level of the concerned procurement process.

11. Bidders should follow CSIR Purchase rules (available at [www.csir.res.in](http://www.csir.res.in)) with complete transparency and honesty, violation can lead into rejection at any level of the procurement process.

12. MSE's, Make In India and Start-up firms are invited to participate in this e-tender. These firms are exempted from submitting of EMD, if any, and turnover criteria. But they have to comply with the specifications and technical parameters. The Govt. of India rules are applicable for the MSE, Make in India and Start-up firms. In order to seek the desired relaxation, the concerned suppliers are required to enclose all the concerned and essentials indicating their status. It may be taken care that any inconsistency/ false declaration in such documents will lead to debarment/any other deemed fit action by the Competent Authority. These bidders are also required to submit the local content certificate and Bid security Declaration, (BSD/EMD Declaration, if sought in NIT (formats attached with the NIT) with their Part-1 bids.

13. The purchase preference to MSE's will be provided only if the goods are produced and the services are rendered by them and not for any trading activities undertaken by them.

14. Class-I Local Supplier and Class-II Local Supplier, categories as defined by the Government of India are invited to participate in this NIT. They are required to attach Local Content Certificate (LCC) in their techno-commercial (Part-I) bid. The format of LCC is attached with this NIT. In procurement Preference Class-I Local Supplier will be given preference over Class-II Local Supplier as per the guidelines prescribed by Government of India. Non-Local Supplier (apart from above class-I and class-II) are requested not to submit their bid for this Open tender seeking quotation in INR. Details can be perused in this NIT at GCC 2.40.

14. The Bidders are required to submit their Rates as directed in Price Bid, Part-II (Price Bid Schedule format). The rates are required to be quoted in BOQ format as well as in PDF. Please note that in case of any discrepancy between the two, the price bid quoted in PDF will be considered for evaluation and ranking. Evaluation shall be made on the LQ-1, which has been stated in the Price Bid section of NIT.

15. The Director, CSIR-IITR, reserves the right to accept/reject any or all tenders either in part or in full or to split the order without assigning any reasons there for which will be binding and acceptable all participating bidders.

**Stores & Purchase Officer**

## Annexure-1: Technical Specification

**Indent No.:** ENV/BS/022

**Indent date:** 20-06-2023

| S. No. | Specification name                           | Specification details   |
|--------|--|---|
| 1      | Sampling item                                | Atmospheric nano-to-micro-size aerosols   |
| 2      | Impactor Stages                              | 10 stage or above, Non-Rotating   |
| 3      | Nominal Cut point Diameter ( $\mu\text{m}$ ) | 0.056, 0.10, 0.18, 0.32, 0.56, 1.0, 1.8, 3.2, 5.6, 10, 18 (in sequential impactor stages) or above range matches with relative cut point diameter (in $\mu\text{m}$ )   |
| 4      | Cut-off characteristics                      | Sharp cut-off characteristics   |
| 5      | Flow Rate (L/min)                            | 30 LPM or above   |
| 6      | Vacuum Pump                                  | Standard / ISI-certified vacuum pump should be supplied along with the instrument with Carbon Vane or better, 110–120 or 220–240 VAC or above, 50–60 Hz or above,   |
| 7      | Dimensions                                   | Portable and easy to operate in the field   |
| 8      | Pressure Drop, kPa (w/o filter)              | 41 kPa or Below   |
| 9      | Aerosol conditioning                         | Impactor should be supplied along with heating module to remove moisture from aerosol sample.   |
| 10     | Efficiency curves                            | Instrument efficiency curves shall be submitted in technical bid. Same will be demonstrated to use for evaluating the product.  |
| 11     | Supply of accessories along with instrument  | <ol style="list-style-type: none"> <li>1) Rotameters to check / verify air-flow at inlet / between / outlet of system</li> <li>2) Connection pipes (Pumps to instrument with maximum extendable distance/length).</li> <li>3) Joints</li> <li>4) Valves</li> <li>5) electrical cables and</li> <li>6) all others required accessories of instrument which enable and ready to run the instrument for sampling in the field</li> </ol> |
| 12     | Environmental operating conditions           | Temperature: 10 °C to 50 °C or above range<br>Relative Humidity: 10 % to 90% or above range   |
| 13     | Supply of documents                          | -Authorized and valid calibration certificates of the instrument, supplied along with the instrument.<br>-Instrument manuals and brochures etc.   |
| 14     | Warranty / guaranty                          | At least 1-years  |

**INSTRUCTIONS TO BIDDER FOR SUBMITTING THE ON-LINE BIDS (To be read carefully by the interested bidders)**

1. Tender documents may be downloaded from Central Public Procurement Portal <https://www.etenders.gov.in>. Aspiring bidders who have not enrolled / registered in e-procurement should enrol/ register before participating through the website <https://www.etenders.gov.in>. The portal enrolment is free of cost. Bidders are advised to go through the instructions provided at “instructions for online bid submission”.
2. Tenderers can access tender documents on the website (for searching in the NIC site <https://www.etenders.gov.in>, kindly go to Tender Search option, select tender type and select Council of Scientific and Industrial Research in organization tab and select CSIR-IITR, Lucknow in department type. Thereafter, click on “Search” button to view all CSIR-IITR, Lucknow tenders). Select appropriate tender and fill them with all relevant information and submit the completed tender document online on the website <https://www.etenders.gov.in>.
3. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://etender.gov.in/eprocure/app>.

**REGISTRATION-**

4. Bidders are required to enrol on the e-procurement module of the Central Public Procurement Portal (URL: <https://etender.gov.in/eprocure/app>) by clicking on the link “Click here to Enrol”. Enrolment on the CPP Portal is free of charges.
5. As part of the enrolment process, the bidder will be required to choose a unique username and assign a password for their accounts.
6. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
7. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/nCode /eMundra etc.), with their profile.
8. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
9. Bidder then in to the site through the secured log-in by entering their user ID/ password and the password of the DSC/ e-Token.

**SEARCHING FOR TENDER DOCUMENTS-**

10. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
11. Once the bidders have selected the tenders they are interested in, they may download the required documents/ tender schedules. These tenders can be moved to the respective ‘My Tender’ folder. This would enable the CPP Portal to intimate the bidders through SMS/ e-mail in case there is any corrigendum issued to the tender document.
12. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

**PREPARATION OF BIDS-**

13. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
14. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
15. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and generally, they can be in PDF / XLS /RAR/ DWF /JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned documents.
16. To avoid the time and effort required in uploading the same set of slandered documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificate etc.) has been provided to the bidders. Bidders cab use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part Technical Bid.

#### SUBMISSION OF ONLINE BIDS-

17. Bidder should log into the site well in advance for bid submission so that they can upload the online bid in time i.e. on or before the bid submission time. Bidders will be responsible for any delay due to other issues.
18. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
19. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidder, opening of bids etc. The bidders should follow this time during bid submission.
20. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
21. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
22. Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
23. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.
24. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS/TENDERERS/SUPPLIERS**

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

27. Tenderers are advised to follow the instructions provided in the 'Instructions to the Tenderer for the e-submission of the bids online through the central Public Procurement Portal for e Procurement Portal for e Procurement <https://www.etenders.gov.in>

## **CHAPTER 1**

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#### **A. Introduction**

##### **1.1. Eligible bidders**

1.1.1 This Invitation for Online bids is open to all suppliers to submit their online bids through <https://etenders.gov.in/eprocure/app>

1.1.2 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 Online bids.

##### **1.2. Cost of Online bidding**

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

### 1.3. Fraud and corruption:

1.3.1 The purchaser requires that the bidders/ suppliers and contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the following are defined: “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution; “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

“collusive practice” means a scheme or arrangement between two or more online bidders, with or without the knowledge of the purchaser, designed to establish online bid prices at artificial, non competitive levels; and “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

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

1.3.3 The Purchaser reserves the right to take punitive action against the firms/suppliers and their related identities, if any, at any stage if they breach the procurement process or contract agreement by taking the following steps in accordance of the CSIR guidelines-

- (i) Holiday listing: Temporary debarment or suspension from CSIR-IITR procurement for 12 months.
- (ii) Removal from the list of registered vendors: for 12 months to 24 months.
- (iii) Banning of firms(a) Country wide banning: for three years  
(b) Banning from CSIR

## B. The Online Bidding Documents

### 1.4. Cost of Online bidding Documents

1.4.1 Interested eligible bidders will download the **online bidding documents from** <https://etenders.gov.in/eprocure/app> as indicated in the Invitation for Online bids/e-tender/ e-NIT **at free of cost.**

### 1.5. Content of Online bidding Documents

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

**Chapter 1:** Instructions to bidder (ITB)

**Chapter 2:** (a) General Conditions of Contract (GCC)

(b) Special Conditions of Contract (SCC)

**Chapter-3:** Forms- (1) Contract form

(2) Acceptance Certificate form

(3) Performance Security form

(4) Integrity pact form (applicable if specifically mentioned)

**Chapter 4:** Schedule of Requirements

**Part-1 (online Technical bid)**

(1) Bidder’s information form

(2) Manufacturer’s authorization form

(3) Bid securing Declaration/ EMD Declaration form as indicated in the e-tender

(4) Performance statement form

(5) Specifications and allied technical details

(6) Deviation form (technical)

(7) Service support details form

(8) Qualification requirements

(9) Documentary evidence establishing that the bidder is eligible to online bid and is qualified to perform the contract if its online bid is accepted.

(10) Documents establishing goods eligibility and conformity to the online bidding documents.

(11) Valid certificate(s) in case the item under procurement falls under the restricted category of the current export-import policy of the Govt. of India.

**Part-II (online Financial bid)-**

to be submitted with required captions/markings on it.

- (1) Financial forwarding letter
- (2) Price schedule form-
  - (a) Goods/services from abroad
  - (b) Goods/services within India
- (3) Deviation form (financial)

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

#### **1.6. Clarification of online bidding documents**

1.6.1 A prospective bidder requiring clarification, if any, of the Online bidding Documents shall contact the Purchaser through 'seek clarification' on Tender Management of Government e-Procurement Portal <https://etenders.gov.in/e procure/app>, as well as also an e-mail to SPO should be sent within the stipulated date stated in e-tender.

#### **1.7. Corrigendum to the Online bidding Documents**

1.7.1 At any time prior to the deadline for submission of online bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the online bidding documents by corrigendum.

1.7.2 Corrigendum, if any, to the online tender will be separately indicated in the e-procurement portal <https://etenders.gov.in/e procure/app>

1.7.3 In case of corrigendum to the e-tender, the Purchaser, at its discretion, may extend the deadline for the submission of online bids.

1.7.4 Before submission of the bids the bidder is required to ensure that corrigendum if any, has to be incorporated in his online bid documents.

### **C. Preparation of Online bids**

#### **1.8. Language of Online bid**

1.8.1 The online bid prepared by the bidder, as well as all correspondence and documents relating to the online bid exchanged by the bidder and the Purchaser, shall be written in English language only especially when the details are technical.

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

#### **1.9. Documents Comprising the Online bid**

1.9.1 The online bid prepared by the bidder shall also include the following documents in the prescribed formats-

- (a) Bidder Information Form
- (b) Online bid security as specified in the Invitation to Online bids.
- (c) Service support details form;
- (d) Deviation Statement Form;
- (e) Performance Statement Form;
- (f) Manufacturer's Authorization Form.
- (g) Documentary evidence establishing that the bidder is eligible to online bid and is qualified to perform the contract if its online bid is accepted.
- (h) Online bid form.
- (i) Documents establishing goods eligibility and conformity to online bidding documents.
- (j) Applicable Price Schedule Form.
- (k) Valid certificate in case the item under procurement falls under the restricted category of the current export-import policy of the Govt. of India.

#### **1.10. Online bid form and price schedule**



1.10.1 The bidder shall complete the Online bid Form and the appropriate price schedule form furnished in the online 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 required information. Firm has to submit price bid in both BOQ (Excel Format) and PDF. In case of any discrepancy between BOQ (Excel Format) and PDF, the price bid submitted in PDF format will be considered as final for evaluation and ranking.

#### 1.11. Online bid Prices

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

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

1.11.3 Firm has to submit price bid in both BOQ (Excel Format) and PDF. In case of any discrepancy between BOQ (Excel Format) and PDF, the price bid submitted in PDF format will be considered as final for evaluation and ranking.

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

(i) The price of the goods quoted Ex -works including taxes already paid.

(ii) GST and other applicable taxes & duty etc. admissible will be payable on the goods if the contract is awarded.

(iii) **Banker's details such** as- Name of account holder, Account Number, Name of Bank, Branch code, RTGS code, NEFT code, SWIFT code, MICR Code etc.

a. 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.

b. The installation, commissioning and training charges including any incidental services, if any.

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

(i) Bidders must note that-The Price of the goods quoted in the Online Price bid should be provided with a clear breakup of various heads- Ex-Works, Packing & forwarding, insurance (ex-works to IITR Stores), shipment/airfreight, custom clearance charges & statutory levies, transportation from airport to IITR Stores, loading/unloading charges (if any), Installation, Commissioning including any incidental services, training, additional yearly warranty, AMC/CMC on annual basis, Agency commission, if payable then source should be clearly mentioned and any other applicable charges must be quoted as this is essential for proper price comparison. Competent Authority reserves the right to reject such online bid on non-compliance. However, CSIR-IITR can place the order on FCA/FOB/CIF/CIP or any other applicable INCOTERMS to the selected online bidder.

(ii) The agency commission charges, if any, should be clearly specified.

(iii) **Banker's details such** as- Name of account holder, Account Number, Name of Bank, Branch code, RTGS code, NEFT code, SWIFT code, MICR Code etc. Bank details are also required for opening of Letter of Credit.

1.11.3 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.

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

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

1.11.6 In case the bid validity is requested for extension the same will be made by the supplier without altering the price bid.

1.11.7 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 online bid.

1.11.8 The purchases made by the purchaser for scientific purpose are exempt from excise duty and Custom Duty at a concessional rate is leviable as per the prevalent Government of India's orders. If IGST is applicable then full and concessional against DSIR Registration both rates should be clearly specified.

1.11.9 Concessional Taxes/duties as permitted by Government of India, are applicable for purchase of any equipment for R&D purpose service charges are not concessional and the GST Charges is as per the applicable HSN code. However, the supplier has to bifurcate the comprehensive annual maintenance (CAMC) in percentages of the spare parts/goods and the services clearly for arriving at the tax applicability. If CAMC charges are not bifurcated the full tax rate of services will be applicable of the CAMC charges for evaluation.

1.11.10 Bidders will be sole responsible for the tax/GST rates and HSN Codes submitted by them, therefore, they are advised to check the prevalent tax/GST rates before submitting their tenders.

## **1.12. Bid Currencies**

1.12.1 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. For this purpose the price bid should be submitted in BOQ (Excel format) as well as PDF, in case of any discrepancy between the two, the price bid in PDF will be considered for evaluation and ranking.

## **1.13. Documents Establishing bidder's Eligibility and qualifications**

1.13.1 The participating bidder has to ensure that the eligibility criteria and other qualifications stipulated in the tender are fulfilled by them before participating in the NIT.

1.13.2 The bidder shall furnish, as part of his online bid, documents establishing the bidders' eligibility and qualification to perform the contract if the online bid is accepted. The documentary evidence of the bidders qualification to perform the contract if the online bid is accepted shall establish to the purchasers satisfaction that;

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

1.13.3 Conditional Online bids shall not be accepted.

## **1.14. Documents Establishing Goods' Eligibility and Conformity to Online bidding Documents**

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

1.14.2 To establish the conformity of the goods and services to the specifications and schedule of requirements of the online bidding document, the documentary evidence of conformity of the goods and services to the online 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, pre requisites/ utility materials 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 online 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.

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

## **1.15. Bid Security (BS)/ Bid Securing Declaration (BSD) - whichever is applicable**

1.15.1 If Bid Security is required then- The bid security should be valid for minimum 45 days beyond the validity of the online bid. Bid Security/ EMD valid for a shorter period shall be rejected by the Purchaser as non-responsive or if supplier fails to extend it further on intimation given by the Purchaser. In case BSD is required in the NIT then- Bid Securing Declaration/ EMD Declaration shall be in the form given should be attached with the techno-commercial bid documents (online) by the all participating bidders of different categories in the tender.

1.15.2 In case of non-submission of the appropriate Bid Securing Declaration with the techno-commercial bid, the bid will summarily be rejected.

1.15.3 The firms registered with DGS&D, NSIC, MSME, Make in India, start-up India, Govt. Public Undertakings, Central Autonomous Bodies and with the CSIR Labs. / Institutions, if any, are exempted from payment of Bid Security Earnest Money deposit (BS/EMD) provided *such registration includes the item they are offering which are manufactured by them and not for selling products (Trading Activity) manufactured by other companies*. The bidder must submit copy of valid registration in the support of the claim in their technical bids, in the absence of same the bid will be rejected.

1.15.4. If the Supplier is selected for giving the Purchase order/ LoI and if they fail to honor the terms & conditions stipulated in it, the Institute may take deemed fit action against it.

1.15.5 While Bid security (EMD)/Bid Securing declaration should be submitted on the firm's letter head and is a **mandatory requirement**, tenders without bid security/bid securing declaration will be rejected.

1.15.6 The bid security, if any of unsuccessful bidder will be discharged/ returned as promptly as possible positively within a period of 15 days after the expiration of the period of bid validity or placement of order whichever is later, without any interest, provided that there is no legal/administrative matter involved/pending.

1.15.7 The successful Bidder's bid security will be discharged upon the Bidder furnishing the performance security, without any interest. Alternatively, the BS could also be adjusted against PS, if it is paid through DD/ BC.

1.15.8 In case a bidder intimates at the time of tender opening in writing that the bid is kept inside the financial bid, then in such cases, the technical bid of the party would be accepted provisionally till opening of the financial bids with which the party has attached the bid security (in case of offline)

1.15.9 The bid security may be forfeited.

(a) If a Bidder withdraws or amends 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 15 days of the order or fails to sign the contract and/or fails to furnish Performance Security within 21 days from the date of contract/ order.

#### **1.16. Period of Validity of Online bids.**

1.16.1 Online bids shall remain valid for **minimum of 180 days** after the date of online bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive or if supplier fails to extend it further on intimation given by the Purchaser.

1.16.2 In exceptional circumstances, the Purchaser may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable, telex, fax or e-mail). The bid security provided shall also be suitably extended. The non acceptance of same will lead to the rejection of the bid. A bidder granting the request will not be required nor permitted to modify its online bid.

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

1.16.4 The online bids may be submitted as specified in the Invitation for Online bids.

1.16.5 In case the online bids are invited **on two- bid system**, the bidder shall submit the bids in two separate parts. Part –I i.e. **Techno-commercial bid** shall comprise all documents listed under clause relating to Documents Comprising the commercial terms, except price schedule. Part-II i.e., **Price bid** shall contain the comprising of duly filled bid form and price schedules.

1.16.6 The online bid shall be digitally signed by the bidder or a person or persons duly authorized, all pages of the online bid, printed literature/catalogue/ Brochure / leaflet, shall be signed by the person or persons signing the online bid.

1.16.7 Any interlineations, erasures or overwriting shall be valid only if they are signed by the persons or persons signing the online bid.

### **D. Submission of Online bids as per e-tender instruction**

#### **1.17. Format and signing of Online bid**

**1.17.1 All bidders are requested to go through the “Instructions to bidder for submitting the on-line bids (to be read carefully by the interested bidders)” given in the beginning of this NIT document.**

**1.17.2 Deadline for Submission of Online bids**

1.17.3 The online bids must be uploaded well before the last date & time for submission of online e tender. Institute will not be responsible for any cause of non-submission of the online bids due to technical fault/website congestion /Late/Delay.

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

**E. Opening and Evaluation of Online bids**

**1.18. Opening of Online bids by the Purchaser.**

1.18.1 The Purchaser will open all technical online bid or Part-1 online bid in case of two online bidding system as per the schedule given in invitation for online bids. In the event of the specified date of Online bid opening being declared a holiday for the Purchaser, the Online bids shall be opened at the appointed time on the next working day. In two bid system, the financial online bid shall be opened only after technical evaluation.

**1.19. Confidentiality.**

**1.19.1 Information relating to the examination, evaluation, comparison, and post qualification of online 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.**

1.19.2 Any effort by a bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the online bids or contract award decisions may result in the rejection of its Online bid and deemed fit action can be initiated by the competent authority.

**1.20. Clarification of Online bids.**

**1.20.1 To assist in the examination, evaluation, comparison and post qualification of the online 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 online bid shall be sought, offered or permitted. However, no negotiation shall be held except with the lowest online 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.

1.20.2 For clarification purpose supplier is required to provide the historical documents i.e. those documents which exist before publication/floating of this NIT.

**1.21. Preliminary Examination.**

1.21.1. The Purchaser shall examine the online bids to that all documents and technical documentation requested in ITB Clause 1.9 have been provided, and to determine the completeness of each document submitted and if certain clarification is required the same shall be furnished by the bidder without altering the NIT parameters.

1.21.2 The Purchaser shall check that the following documents and information have been provided in the On-line bid. If any of these documents or information is missing, the offer shall be rejected.

(a) Online bid Form and Price Schedule, in accordance with ITB Sub-Clause 1.10;

All the bids received will first be scrutinized to see whether the bid meet the basic requirements as incorporated in the bid enquiry document. The bid, which does not meet the basic requirements, will be treated as unresponsive and ignored.

**The following are some of the basic important requirements, for which the bid may be declared as unresponsive and liable to be ignored/rejected at initial stage or any point of time of processing:**

**(i) The Online bid is unsigned.**

- (ii) **The bidder is not eligible.**
- (iii) **The Online bid validity is shorter than the required period/ non receipt of proper extension.**
- (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 submitted the required Bid security/Bid Security Declaration (EMD/BSD), performance security (PBG) as per the requirement of the NIT.**
- (vi) **The goods quoted are sub-standard, not meeting the required specification etc.**
- (vii) **Against the schedule of Requirement (incorporated in the e-tender enquiry), the bidder has not quoted for the entire requirement as specified in that schedule.**
- (viii) **The Bidder has not agreed to essential condition(s) incorporated in their Bid.**
- (ix) **The Bidder fails to timely respond to query/clarification sought by the Purchaser during the bid evaluation.**
- (x) **Online bid submitted by the Indian agent of the foreign Principal, who are not authorized by their OEM will be rejected.**

#### **1.22. Responsiveness of Online bids.**

1.22.1 Prior to the detailed evaluation, the purchaser will determine the substantial responsiveness of each online bid to the online bidding documents. For purposes of this clause, **a substantive responsive online bid is one, which confirms to all terms and condition of the online 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 Online 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 online bids.

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

**1.22.3 If an online 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.**

#### **1.23. Non-Conformity, Error and Omission.**

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

**1.23.2 Provided that an online 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 online bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the online bid. Failure of the bidder to comply with the request may result in the rejection of its Online bid.**

1.23.3 Provided that the online 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.

1.23.4 Provided that a online 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 online bid submitted shall be ignored and its bid Security may be forfeited.

#### **1.24. Examination of Terms & Conditions, Technical Evaluation.**

1.24.1 The Purchaser shall examine the Online 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.

1.24.2 The Purchaser can seek clarification from the supplier on his online bid submitted, for arriving at a clear position; this will be without altering the NIT specifications. To evaluate an Online bid, the Purchaser may constitute a Technical Sub Committee which will use all the factors, methodologies and criteria defined in NIT. In order to arrive at a more clear position, it can also ask for physical or live demonstration of the quoted model from the online bidder. For the demonstration CSIR-IITR will not bear any monetary/ documentary liability. The venue and date of demonstration will be intimated by the Purchaser.

1.24.3 The Purchaser shall evaluate the technical aspects of the online bid submitted in accordance with ITB Clause 14, to confirm that all requirements specified in Schedule of Requirements of the Online bidding Documents have been met without any material deviation or reservation.

1.24.4 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Online bid is not substantially responsive in accordance with ITB Clause 26, it shall reject the Online bid.

### **1.25. Conversion to Single Currency.**

1.25.1 To facilitate price bids evaluation and comparison, the Purchaser will convert all bid prices expressed in various currencies in to INR at the selling exchange rate established by Reserve Bank of India/on xe website. The currency conversion date will be the **date of opening Bid** in the case of single bid / the **date of opening of the of Techno-commercial bid in** the case of two-bid system. 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.

### **1.26. Evaluation and comparison of online bids.**

1.26.1 The Purchaser shall evaluate price bid of each responsive technically qualified price bid for the strictly as per NIT requirements/ specifications.

1.26.2 In case of optional items/ requirements: - Only those the optional items / requirements will be considered, which will not change the position of Lowest Technically qualified bidders. if any, essential requirements /specifications are quoted by bidders to mislead the evaluation in form of optional items, that will be incorporated for evaluation before arriving at Lowest qualified bidders to bring all at par/ equivalent for fair competition. All expenditure incurring up to handing over the consignment will be taken in to account for evaluation and comparison. The essential requirement will be decided by the Institute strictly on the basis of NIT.

1.26.3 If the bidder has quoted certain optional items, these items will not be taken into consideration for the evaluation of the bid unless the specifications of the optional item quoted by the vendor are a part of NIT specifications.

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

#### **[A] For goods manufactured in India.**

- (i) The price of the goods quoted ex-works including all taxes already paid.
- (ii) GST and other taxes like excise duty etc. which will be payable on the goods if the contract is awarded.
- (iii) Charges for inland transportation, insurance, loading, unloading and other local services required for delivering the goods at the desired destination.
- (iv) The installation, commissioning, training and additional warranty (if any) charges including incidental services, if any.
- (v) Concessional Taxes/duties as permitted by Government of India , are applicable for purchase of any equipment for R&D purpose service charges are not concessional and the GST Charges is as per the applicable HSN code. However, the supplier has to bifurcate the comprehensive annual maintenance (CAMC) in percentages of the spare parts/goods and the services clearly for arriving at the tax applicability. If CAMC charges is not bifurcated the full tax rate of services will be applicable of the CAMC charges for evaluation.

#### **[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 online bidding document.
- (ii) IGST and other taxes like custom duty etc. which will be payable on the goods if the contract is awarded.
- (iii) Charges for inland transportation, insurance, loading, unloading and other local services required for delivering the goods at the desired destination.
- (iv) The installation, commissioning, training and additional warranty (if any) charges including incidental services, if any.
- (v) Successful Supplier may also submit his rates for bringing the consignment to final destination i.e. CSIR-IITR Stores apart from giving the rates for other inco-terms- FoB/FCA/CIP etc.

### **1.27. Comparison of Online Bids.**

1.27.1 (i) The comparison between the indigenous and the foreign offers shall be made on FOR destination basis and Ex-works/FoB/FCA basis respectively. However, the Ex-works/FoB/FCA prices quoted by any foreign bidder shall be loaded further as under:-

Towards custom clearance, insurance, freight movements, exchange rate fluctuations etc.-statutory levies on services essentially required for smooth delivery of the consignment from Airport to CSIR-IITR- 20% of the Ex-works/FOB/FCA value excluding applicable rates of IGST, if any. The Bidder must quote the applicable IGST rate for the quoted items.

(ii)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 online bidder shall be loaded further as under:

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

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

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

1.27.3 Orders for imported stores need not necessarily be on FOB/FCA basis rather it can be on the basis of any of the incoterm specified in ICC Incoterms 2010 as may be amended from time to time by the ICC or any other designated authority and favorable to CSIR Labs/Institutes or Headquarters.

1.27.4 Wherever the price quoted on FOB/FCA and CIF/CIP basis are the same, the Contract can be made on CIF / CIP basis.

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

1.27.5 The Purchaser shall compare all substantially responsive online bids to determine the lowest evaluated online bid, in accordance with ITB Clause 1.30.

## **1.28. Contacting the Purchaser**

1.28.1 Subject to ITB Clause 1.24, it must be noted no bidder shall contact the Purchaser on any matter relating to its online bid, from the time of the bid opening to the time the Contract is awarded.

1.28.2 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 online bid.

## **1.29. Post qualification**

1.29.1 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 13.

1.29.2 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 Online bidder, as well as such other information as the Purchaser deems necessary and appropriate.

1.29.3 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 online bid.

## **F- Award of Contract**

### **1.30. Negotiations**

1.30.1 There shall not be any negotiation normally. 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 online bidder. Counter offers tantamount to negotiations and shall be treated at par with negotiations in the case of one time purchases.

### **1.31. Award Criteria**

1.31.1 Subject to ITB Clause 37 the Purchaser will award the contract to the successful bidder whose online bid has been determined to be substantially responsive and has been determined to be the lowest evaluated online bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

### **1.32. Purchaser's right to vary Quantities at Time of Award**

1.32.1 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 without any change in unit price or other terms and conditions. Further, at the discretion of the purchaser, the quantities in the contract may be enhanced by 25% within the delivery period. This may be done by the Purchaser on issuing a separate purchase order with additional quantities on the unchanged price and other terms and conditions. The Supplier has to accept it unconditionally.

### **1.33. Purchaser's right to accept Any Online bid and to reject any or All Online bids**

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

### **1.34. Notification of Award**

1.34.1 Prior to the expiration of the period of online 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 online bid has been accepted and a **separate purchase order** shall follow through post. **Base upon the information provided by the bidder, the Purchase order/Award letter/Contract will include acknowledgement, delivery period, Inco-term, payment terms, Indian Agency Commission, country of origin, port of shipment, port of destination, mode of dispatch, banker's details & charges, penalty, warranty, installation, commissioning & training, freight forwarder-Indian/foreigner etc.**

1.34.2 Until a formal contract is prepared and executed, the notification of award/LOI/Purchase order should constitute a binding contract.

1.34.3 Upon the successful bidder's furnishing of the signed Contract Form on Rs. 100/- on judicial stamp paper issued from Lucknow and performance security pursuant to ITB Clause 1.41, the purchaser will promptly notify each unsuccessful bidder and will discharge its online bid security, if any, provided there is no administrative or legal matter involved/pending..

### **1.35. Signing of Contract and submission of the PBG**

1.35.1 Promptly after notification, the Purchaser shall send the successful bidder the Agreement/ Purchase Order/contract.

1.35.2 Within twenty-one (21) days of date of the Agreement/ Purchase Order/contract, the successful bidder shall sign, date, and return it to the Purchaser.

1.35.3 Within 21 days of signing of the contract the Performance security (as specified in the Purchase Order/ LoI/ Agreement) should be submitted by the supplier, which will be confirmed from the issuing bank.

1.35.4 All the Bank Guarantees/Performance Bank Guarantees/Extended BG/PBGs will be verified from the issuing bank before release of any payment.

### **1.36. Order Acceptance/Acknowledgement**

1.36.1 The successful bidder should submit Order acceptance **within 15 days** from the date of issue, **failing which it shall be presumed that the vendor is not interested and his online bid security** is liable to be **forfeited** pursuant to clause 15.9 of ITB.

1.36.2 The order confirmation must be received within 15 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 and limited e-tenders irrespective of the value shall be invited from the responding firms after forfeiting the online bid security of the defaulting firm, where applicable, provided there is no change in specifications. In such cases the defaulting firm shall not be considered again for re-tendering in the particular case.

### **1.37. Performance Security (Thesubsequent amendments in the rules of Govt. of India will be applicable):**

1.37.1 **Within 21 days of receipt of the notification** of award of the Agreement/ Purchase Order/ contract, the Supplier shall furnish performance security in the amount specified in SCC, **valid till 60 days after the warranty period.** Alternatively,



the PS may also be submitted at the time of release of final payment in cases where part payment is made against delivery & part on installation. The PS, where applicable, shall be submitted in advance for orders where full payment is to be made on Letter of Credit (LC) or on delivery. *The position for submission of Performance Security will be specified in the purchase order/ Lol/ Contract.* The BS should be kept valid till such time the PS is submitted.

1.37.2 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.

1.37.3 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.

1.37.4 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.**

1.37.5 The **Performance security** shall be in one of the following **forms**, preferably in FDR:-

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

Or,

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

Or

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

1.37.6 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.

1.37.7 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.

1.37.8 The order confirmation should be received within 15 days from the date of notification of award. However, the purchaser has the powers to extend the time frame for submission of order confirmation and submission of Performance Security (PS). Even after extension of time, if the order confirmation/ PS are not received, the contract shall be cancelled and limited e-tenders irrespective of the value would be invited from the responding firms after forfeiting the online bid security of the defaulting firm, where applicable provided there is no change in specifications. In such cases the defaulting firm would not be considered again for re-tendering in the particular case.

## CHAPTER 2

### CONDITIONS OF CONTRACT

#### A. GENERAL CONDITIONS OF CONTRACT

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## **2.1. Definitions**

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

- (a) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
- (c) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (d) "Day" means calendar day.
- (e) "Completion" means the fulfilment of the 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 online 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 and the "Purchaser" means any of the constituent Laboratory/Institute of the Council situated at any designated place in India as specified in SCC.
- (m) "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.

2.2.1 If mutually agreed by the Purchaser and the Supplier, the Contract can be amended, through not deviating from its fundamental features such as scope of supply, unit price, specifications etc..

### **2.3 Fraud and Corruption (same as contained under Para 1.3)**

### **2.4 Joint Venture, Consortium or Association etc.** (also known as collaborations)

If the supplier is a joint venture, consortium or association etc. (also known as collaborations), 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 etc.. The composition or the constitution of the joint venture, consortium or association etc. (also known as collaborations) shall not be altered without the prior consent of the Purchaser. Such collaboration should be existing before the floating of the NIT, after NIT such collaborations will not be considered.

### **2.5. Scope of Supply**

2.5.1 The Goods and Related Services to be supplied shall be as specified in the **Schedule of Requirements**.

### **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 online 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 Schedule of Requirements, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution. Equivalent Indian Standards approved by BIS may also be considered.

### **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.

2.11.4 In case of any RTI query sought from the Purchaser on the NIT, bid of the Supplier (both techno-commercial and price) or any other related documents, the same may be shared as RTI reply and the Supplier will not have any objection to such RTI replies.

## **2.12. Patent Indemnity**

2.12.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 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;
- (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 claims.

## **2.13 Performance Security: (same as contained under Paras 1.35 & 1.37)**

## **2.14. Inspections and Tests**

2.14.1 The Supplier shall at its **own expense** and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC or as discussed and agreed to during the course of finalization of contract.

2.14.2 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at **no extra cost to the Purchaser**. The Technical Specifications and SCC shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.

2.14.3 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at the point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.

2.14.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission of consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

2.14.5 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

2.14.6 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at final destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

2.14.7 The Supplier shall provide the Purchaser with a report of the results of any such test and /or inspection.

2.14.8 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.

## **2.15. Packing**

2.15.1 The Supplier shall provide such packing of the Goods (export worthy) 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.

## **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. The Supplier will ensure that he will be handing over the damage-free equipment/item with export worthy packing to the freight forwarder of the Purchaser through an inspection note or any other agreed manner.

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, if any, specified in SCC.

## **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/Comprehensive Maintenance 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.

(c) The Supplier shall provide the list of consumable or non consumable spare parts/accessories/optional items clearly indication whether or not covered under free warranty.

## **2.21. Warranty and AMC/CMC**

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/LOI/Contract, the warranty shall remain valid for **twelve (12) months** after the Goods or any portion thereof as the case may be, have been accepted at the final destination indicated in the SCC. Chapter-4 of the NIT may be noted for further clarification.

2.21.3 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.

2.21.4 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.

2.21.5 If having been notified, the Supplier fails to remedy the defect within the 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.

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

2.21.7 Bidders may note that the, additional cost of warranty, (as the case may be, if sought in the NIT) applicable after the completion of the standard warranty, should be quoted separately with annual price breakup, as it will be included in the final price evaluation. In the final award letter/ purchase order/ agreement/ LoI the Extended warranty, if any, cost will be mentioned and freeze, but will be applicable and payable only after successfully completion of warranty period on the terms and conditions stated in the LOI/Purchase Order/Contract.

2.21.8 After completion of warranty period, if Purchaser wishes, he can enter into (AMC/CMC) the Annual/comprehensive Maintenance Contract.

2.21.9 Bidders are also required to provide the AMC/CMC (as the case may be, if sought in the NIT) cost in their Price Online bid on annual basis for a period specified in the NIT. This charge will be included in the final price evaluation. In the final award letter/ purchase order/ agreement/ LoI the AMC/ CMC, if any, cost will be mentioned and freeze, but will be applicable and payable only after successfully completion of warranty period/extended warranty period and on the terms and conditions stated.

2.21.10 Concessional Taxes/duties as permitted by Government of India , are applicable for purchase of any equipment for R&D purpose service charges are not concessional and the GST Charges is as per the applicable HSN code. However, the supplier has to bifurcate the comprehensive annual maintenance (CAMC) in percentages of the spare parts/goods and the services clearly for arriving at the tax applicability. If CAMC charges is not bifurcated the full tax rate of services will be applicable of the CAMC charges for evaluation.

2.21.11 In case the NIT is for more than one unit/set in that case each unit/set will come under warranty period after the successful installation and commissioning. Any delay before installation and commissioning will not be covered in the warranty.

## **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 *fulfilling all the terms and conditions of the purchase order with requisite supporting documents*.

2.22.4 Payment shall be made in currency as indicated in the contract/ Purchase Order after completion of all the contractual obligations by the Supplier.

### **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) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) The method of shipping or packing;
- (c) The place of delivery; and/or
- (d) The Services to be provided by the Supplier.
- (e) The delivery schedule.
- (f) In case quantity is increased/decreased within 25% before the delivery period.

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

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 online bid. Such notification, in the original online bid or later, shall not relieve the Supplier from any liability or duties or obligation under the Contract.

### **2.26. Extension of time**

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

2.26.2 If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without penalty, 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 penalty pursuant to Penalty Clause of the GCC unless an extension of time is agreed upon pursuant to above clause without the application of penalty.

### **2.27. Penalty clause**

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 for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the Percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause on Termination for Default. The SCC shall also indicate the basis for ascertaining the value on which the penalty shall be applicable clause or as per the decision of the Competent Authority based upon the merit of the case.

2.27.2 Waivingoff imposition of penalty with or without penalty is at the discretion of the Institute.

## **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 as defined in GCC Clause on Fraud or Corruption in competing for or in executing the Contract.

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

- a) The Performance Security may 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, penalty and Termination for Default the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

2.29.2 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) Any difference/dispute arising out of the Agreement shall be referred to Delhi International Arbitration Centre (DIAC), Delhi high Court, New Delhi.

(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 or 2.23.3 (a), whichever is prevalent.**

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 between the Supplier and the Purchaser shall be governed by the laws of India and/or UNCITRAL. Under this contract shall be taken by the parties only in Lucknow, India to competent jurisdiction

## **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 After implementation of GSTIN, the bills submitted by the bidders should state their own as well as CSIR-IITR GST number and required HSN code in their online quotations, bills and references. While the bills are submitted there should a clear breakup of CGST, SGST and IGST. The bills will be raised in the name of "The Director, CSIR-Central Institute of Medicinal & Aromatic Plants, Lucknow".

2.36.4 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.

2.36.5 Concessional Taxes/duties as permitted by Government of India, are applicable for purchase of any equipment for R&D purpose service charges are not concessional and the GST Charges is as per the applicable HSN code. However, the supplier has to bifurcate the comprehensive annual maintenance (CAMC) in percentages of the spare parts/goods and the services clearly for arriving at the tax applicability. If CAMC charges is not bifurcated the full tax rate of services will be applicable of the CAMC charges for evaluation.

### **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**

The Purchaser will be 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 purchasers site immediately after notification of award/contract.

### **2.40 Local Content/ Make In India**

(i) Make in India procurement Preference (Ministry of Commerce and Industry, GoI, letter no. P-45021/2/2017 PP(BEII) dated 04.06.2020) \*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. The supplier has to declare the percent of local content in his product or services as per NIT requirement. ‘Class-I local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement has local content equal to or more than 50%, as defined under this order. ‘Class-II local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement has local content more than 20% but less than 50% as defined under this order. ‘Non- local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement has local content less than 20% as defined under this order. Eligibility of ‘Class-I local supplier’/ ‘Class-II local supplier’/ ‘Non-local suppliers’ for different types of procurement (a) In procurement of all goods, services or works in respect of which the Nodal Ministry/Department has communicated that there is sufficient local capacity and local competition, only Class-I local supplier, as defined under the order, shall be eligible to bid irrespective of purchase value. (b) In procurement of all goods, services or works, not covered by sub-Para In global tender enquires, ‘Non-local suppliers’ shall also be eligible to bid along with ‘Class-I local suppliers’ and ‘Class-II local suppliers’. (c) For the purpose of this order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts. \*False declarations will be in breach of the Code of Integrity under Rule 175(1) (i) (h) of the General Finance Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Finance Rules along with such other actions as may be permissible under law. \*A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below. Local Content Certificate, name of nodal ministry and copy of annexures for the quoted item may be submitted with the Bid. The purchaser intends to give purchase preference to local suppliers\* in the cost Exemption of small purchases: Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from Make in India procurement preference. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of the order. The procuring entity intends to give purchase preference to products/goods manufactured by micro, small and medium enterprises (MSME).

(ii) This tender invites the participation from the MSE (Micro Small Enterprises), Make in India Firms and Start Up firms. They will be governed under the relevant provisions of Govt. of India guidelines. However, they have to fulfill the technical parameters. They are exempted from the EMD, but are required to submit Earnest Money declaration (EMD), if any; past experience and turn over criteria.

(iii) In order to avail the relaxation in the above categories the firms are required to submit the necessary documents supporting their claim, if any under the prevalent guidelines issued by the government of India/Competent Authority.

#### **Discretion of Director, CSIR-IITR**

The Director, CSIR-IITR, reserves the right to accept/ reject any or all e-tenders either in part or in full or to split the order without assigning any reasons there for which will be binding and acceptable all participating bidders.

### **B. SPECIAL CONDITIONS OF CONTRACT**

The following Special Conditions of Contract (SCC) shall act as a general guideline and 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.

#### Table of Contents

Sl. No. GCC Clause

- (i) GCC 2.1(l)
- (ii) GCC 2.1(m)
- (iii) GCC 2.13.1
- (iv) GCC 2.14.1
- (v) GCC 2.15.2
- (vi) GCC 2.16.1
- (vii) GCC 2.16.3
- (viii) GCC 2.17.1
- (ix) GCC 2.19.1
- (x) GCC 2.21.3
- (xi) GCC 2.22.1
- (xii) GCC 2.27.1
- (xiii) GCC 2.27.2
- (xiv) GCC 2.34.1
- (xv) GCC 2.40

#### Special conditions of contract (SCC)

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

GCC 2.1(l) The Purchaser is: **THE DIRECTOR, CSIR-INDIAN INSTITUTE OF TOXICOLOGY RESEARCH, VISH VIGYAN BHAWAN, 31-MG MARG, LUCKNOW, INDIA.**

GCC 2.1 (m) The Final Destination is: ***IITR, STORES (unless otherwise mentioned in the Purchase Order/Contract)***

GCC 2.13.1 The amount of the Performance Security shall be: ***10% (ten percent) OF THE CONTRACT/ ORDER VALUE VALID BEYOND TWO MONTHS OF THE WARRANTY PERIOD.***

GCC 2.14.1 The Inspection and Tests prior to shipment of Goods and at final acceptance are as follows:

**PRE-DESPATCH INSPECTION:** After the goods are manufactured and assembled, inspection and testing of the goods shall be carried out at the supplier's plant by the supplier/ purchaser representative as specified in purchase order, prior to shipment to check whether the goods are in conformity with the technical specifications.

**Manufacturer's test certificate** with data sheet shall be issued to this effect and submit along with the delivery documents. The purchaser reserves the options to be present at the supplier's premises during such inspection and testing.

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

In the event of the ordered item failing to pass the acceptance test, **a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test**, failing which, the Purchaser reserve the right to get the equipment replaced by the Supplier at no extra cost to the Purchaser. Successful conduct and conclusion of the acceptance test for the installed goods and equipments shall also be the responsibility and at the cost of the Supplier.

**Manuals together with Drawings:** Before the goods and equipments are taken over by the Purchaser, the Supplier shall supply operation and maintenance Manuals together with Drawings of the goods and equipments built. These shall be in such details as will enable the Purchaser to operate, maintain, adjust and repair all parts of the works as stated in the specifications. The Manuals and Drawings shall be in the ruling language (English) and in such form and numbers as stated in the Contract. **Unless and otherwise agreed**, the goods and equipment shall not be considered to be completed for the purposes of taking over until such Manuals and Drawing have been supplied to the Purchaser.

On **successful completion of acceptability test**, receipt of deliverables, etc. and after the **Successful Commissioning:** Purchaser is satisfied with the working of the equipment, the acceptance certificate signed by the Supplier and the representative of the Purchaser will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the equipment.

**GCC 2.15.2 The marking and documentation within and outside the packages shall be:**

- a. Each package should have a packing list within it detailing the part No(s)., description, quantity etc.
- b. Outside each package, the contract No., the name and address of the purchaser and the final destination should be indicated on all sides and top.
- c. Each package should be marked as 1/x, 2/x, 3/x.....x/x, where “x” is the total No. of packages contained in the consignment.
- d. All the sides and top of each package should carry an appropriate indication/label/stickers indicating the precautions to be taken while handling/storage.

**GCC 2.16.1 Details of Shipping and other Documents** to be furnished by the Supplier are

**(i) 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.

- (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;
- (g) Inspection certificate issued by purchaser’s inspector, if any and
- (h) Any other document(s) as and when required in terms of the Purchase Order/ Contract.

Note: 1.The nomenclature used for the item description in the invoices(s), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s)

2. 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/ any delay/ any penalty.

**(ii) 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/ scan copies all requisite documents through e-mail under intimation over phone/ e-mail to the purchaser, Bankers, insurance provider and Purchaser's freight forwarder & clearing agent. It will governed under the clause 2.22.1(Commercial Terms).

- (i) Two copies of supplier’s Invoice giving full details of the goods including quantity, value, etc.;
- (ii) Packing list;
- (iii) Certificate of country of origin;
- (iv) Manufacturer’s guarantee and Inspection certificate;
  - a) Inspection certificate issued by the Purchaser’s Inspector, if any;
  - b) Insurance Certificate, if required under the contract/ Purchase order;
  - c) Name of the Vessel/Carrier;
  - d) Bill of Lading/Airway Bill;
- (v) Port of Loading;
  - a) Date of Shipment;
  - b) Port of Discharge & expected date of arrival of goods and
  - c) Any other document(s) as and when required in terms of the contract/Purchase Order.

Note: 1.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/ Purchase Order. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s)

2. The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses/ demurrage/ additional expenses.

GCC 2.16.3 In case of supplies from within India, the mode of transportation shall be by Air/Rail/Road. In case of supplies from abroad, the mode of transportation shall be by Air/ocean. (Confirm only *one in online bid/ online quotation which is applicable*).

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 “**Source warehouse to warehouse (final destination)**” on “all risk basis” including strikes, riots and civil commotion. Insurance cost from “**Source warehouse to IITR- Stores will be taken account at the time of evaluations.**”

GCC 2.19.1 The incidental services (transportation, insurance, installation, training and initial maintenance and other such obligations if any) to be provided are as under:

- 1.
- 2.
- 3.....

The cost shall be included in the contract

GCC 2.21.3 The period of validity of the Warranty shall be: MINIMUM STANDARD WARRANTY ONE YEAR FROM THE DATE OF INSTALLATION/COMMISSIONING/ FINAL ACCEPTANCE BY THE USER. MAXIMUM WARRANTY WILL BE APPLICABLE (IF MENTIONED CATEGORICALLY IN THE e-TENDER DOCUMENTS)

2.22.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

### **Commercial terms**

#### **Payment for Goods supplied from abroad:LETTER OF CREDIT OR OTHERWISE STATED IN THE PURCHASE ORDER**

Payment of foreign currency portion shall be made in *currency stated in the Contract/Purchase Order* in the following manner:

(a)On Shipment and confirmation of the receipt of consignment in good condition: EIGHTY PERCENT (80%) of the Contract Price of the Goods shipped shall be paid through irrevocable usance letter of credit opened in favour of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 2.16and receipt of the consignments in good condition at CSIR-IITR stores.

(b)On Acceptance: TWENTY PERCENT (20%) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods and successful installation & commissioning and upon submission of claim supported by the acceptance certificate and fulfilling the terms and conditions of the purchase order/agreement/LoI with supporting documents issued by the Purchaser after the verification of Performance security of 10% Contract/Purchase order value (if mentioned in contract/Purchase order).

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. Any discrepancy charges by the banker will be payable by the beneficiary. 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:**

Payment for Goods and Services supplied from within India shall be made in Indian Rupees, as follows:

100 % against installation ,commissioning, final acceptance of user and fulfilling the terms and conditions of the purchase order with supporting documents issued by the Purchaser subject to submission of performance security of 10% Contract/Purchase order value (if mentioned in contract/Purchase order).

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.

GCC 2.27.2 The maximum amount of liquidated damages shall be: 10% of the order value for late delivery and delay in installation and commissioning.

The liquidated damages shall be levied on the delivered price of the delayed Goods or unperformed Services of the contract/Purchase Order value.

GCC 2.34.1 The place of jurisdiction/arbitration is LUCKNOW.

GCC 2.35.1 For notices, the **Purchaser's address is-**

Kind Attention: **STORES AND PURCHASE OFFICER**

Address for correspondence: **The DIRECTOR, CSIR-INDIAN INSTITUTE OF TOXICOLOGY RESEARCH, VISH VIGYAN BHAWAN, 31-MG MARG, LUCKNOW, INDIA**

Telephone: 0522-2613357 Extn.: 612 & 758

Email address: SPO@IITR.RES.IN, RIJWAN.KHAN@IITR.RES.IN

### CHAPTER-3

#### Contract form

(Applicable only to the successful bidder)

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

THIS CONTRACT AGREEMENT is made

the [ insert: number ] day of [ insert: month ], [ insert: year ].

BETWEEN

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

represented by \_\_\_\_\_ [ insert complete name and address of Purchaser (hereinafter called "the Purchaser")], and

(2) [ insert name of Supplier ], a corporation incorporated under the laws

of [ insert: country of Supplier ] and having its principal place of

business at [ insert: address of Supplier ] (hereinafter called "the Supplier").

WHEREAS the Purchaser invited online bids for certain Goods and ancillary services, viz., [ insert brief description of Goods and Services ] and has accepted a Online 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:

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

2. 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

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(b) Special Conditions of Contract

(c) General Conditions of Contract

(d) Technical Requirements (including Schedule of Requirements and Technical Specifications)

(e) The Supplier's Online bid and original Price Schedules

(f) The Purchaser's Notification of Award

(g) [Add here any other document(s)]

3. 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.

4. 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.

5. 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]

**II- Acceptance certificate form  
(Applicable only to the successful bidder)**

(To be filled: when the equipment is installed at Purchaser's site in the presence of supplier's representatives)

No. \_\_\_\_\_ Dated: \_\_\_\_\_

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

Sub: Certificate of commissioning of equipment (Computer/Server, etc.)

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

The same has been installed and commissioned.

- (a) Contract No. \_\_\_\_\_ Date \_\_\_\_\_
- (b) Description of the equipment \_\_\_\_\_
- (c) Name of the consignee \_\_\_\_\_
- (d) Scheduled date of delivery of the consignment to the Lab./Instts. \_\_\_\_\_
- (e) Actual date of receipt of consignment by the Lab./Instts. \_\_\_\_\_
- (f) Scheduled date for completion of installation/commissioning \_\_\_\_\_
- (g) Actual date of completion of installation/commissioning \_\_\_\_\_
- (h) Penalty for late delivery (at Lab./Instts. level)Rs. \_\_\_\_\_
- (i) Penalty for late installation (at Lab./Instts. level Rs. \_\_\_\_\_

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

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

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

or

The supplier has failed to fulfill 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  
Signature..... For Purchaser  
Name..... Signature  
Designation..... Designation  
Name of the firm..... Name of the Lab/ Instt  
Date..... Date

**III- PERFORMANCE SECURITY FORM  
(Applicable only to the successful bidder)**

To: \_\_\_\_\_ (Name \_\_\_\_\_ of \_\_\_\_\_ Purchaser)  
WHEREAS \_\_\_\_\_ (Name of Supplier) hereinafter called "the Supplier" has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ 2007 to supply \_\_\_\_\_ (Description of Goods and Services) hereinafter called "the Order" AND WHEREAS it has been stipulated by you in the said order that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the order.

AND WHEREAS we have agreed to give the Supplier a Guarantee:  
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 sum or sums within the limit of \_\_\_\_\_ (Amount Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_

**Signature and Seal of Guarantors**

Date

Address

All correspondence with reference to this guarantee shall be made at the following address:

\_\_\_\_\_

\_\_\_\_\_

(Name & address of the lab)

**Chapter-4 (Part-1: online techno-commercial bid&Part-II: Price online bid)**

**(PART-I)**

Company Seal

(Online Techno-commercial bid letter- be given on the bidder/firm's letter head)

The Director  
INDIAN INSTITUTE OF TOXICOLOGY RESEARCH  
VISH VIGYAN BHAWAN, 31- MG MARG, LUCKNOW  
PIN - 226001, UP, INDIA

**File reference No:** \_\_\_\_\_

**Subject: Submission of Techno-commercial Online bid for** \_\_\_\_\_.

Sir,

Having examined the online bidding documents and agreeing to the terms and conditions including GCC & SCC mentioned in it, we, the undersigned, hereby submit the **Techno-commercial Online bid** for supply of goods and services as per the schedule of requirements and in conformity with the said online bidding documents.

We hereby offer to supply the **technical details** related to the Goods/Services as sought by the purchaser in this NIT .We do hereby undertake that, in the event of acceptance of our online bid, the supply of Goods/Services shall be made as stipulated in the schedule to the Online bid document and that we shall perform all the incidental services.

In case of any **technical clarification or/ and demonstration** sought by the purchaser to arrive at the clear position, we will provide the same without altering our price online bid and without any monetary/ documentary liability on CSIR-IITR. For clarification purpose, we shall be submitting the historical documents i.e., those documents which exists before the floating of this tender. On demand by CSIR-IITR, we shall furnish the original document/ certificate submitted with this online quotation for the purpose of verification we understand that its mis-match can lead into rejection of our online bid at any level of the concerned



procurement process. We shall be submitting the quote of imported item(s), if any, in foreign currency in our Price bid.

We enclose herewith the signed complete Techno-commercial Online bid along with the Techno-commercial Online Bid Letter in the prescribed e-tender format as per your requirement. This includes:

- (1) Bidder's information form
- (2) Manufacturer's authorization form
- (3) Online bid securing declaration/ EMD declaration form
- (4) Performance statement form
- (5) Specifications and allied technical details
- (6) Deviation form (technical)
- (7) Service support details form
- (8) Qualification requirements
- (9) Statement for deviations from technical terms and conditions.
- (10) Techno-commercial Capability.
- (11) Experience and Technical Capacity.
- (12) Local Content Certificate (as per attached format).
- (13) Integrity Pact (as per Annexure-I).
- (14) Land Border Declaration Undertaking (as per attached format).

We agree that our online bid validity is for a period of ***One Hundred Eighty (180) days*** from the date fixed for opening of the online bid documents and that we shall remain bound by a communication of acceptance within that time. If desired by CSIR-IITR we will be extending the same without any change in the Price-bid.

We have carefully read and understood the terms and condition of the online bid document and we do hereby undertake to supply as per these terms and conditions. The Technical Deviation are only those mentioned in the statement of deviation from technical terms and conditions. We have enclosed the check-list.

We do hereby undertake, that until a formal work order is prepared and executed, this online bid, together with your written acceptance thereof and placement of letter of intent awarding the work order, shall constitute a binding contract between us.

|   |
|---|
| 1. bidder's Legal Name <i>[insert bidder's legal name]</i>  |
| 2. In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>                              |
| 3. bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>      |
| 4. bidder's Year of Registration: <i>[insert bidder's year of registration]</i>   |
| 5. bidder's Legal Address in Country of Registration: <i>[insert bidder's legal address in country of registration]</i> |

All corrections/ deletions should invariably be duly attested by the person authorized to sign the online bid document).

Dated this day of \_\_\_\_\_ Signature of bidder

Details of enclosures

Full Address:  
Telephone No.  
Telegraphic Address:  
E-mail:

COMPANY SEAL

### **Check List- (Techno-commercial Online bid) Part-I**

Information furnished in requisite formats is correct and updated-

| S.N. | Document  | Enclosed with the online bid (Yes/ No) | If yes, Page No. in the bid document is- |
|------|---|--|--|
| 1.   | Bidder's information form   |  |  |
| 2.   | Manufacturer's authorization form   |  |  |
| 3.   | Online bid securing declaration/ EMD Declaration form   |  |  |
| 4.   | Performance statement form  |  |  |
| 5.   | Specifications and allied technical details   |  |  |
| 6.   | Deviation form (technical)  |  |  |
| 7.   | Service support details form  |  |  |
| 8.   | <u>Qualification Requirements-</u>  |  |  |
| (a)  | Documentary evidence establishing that the bidder is eligible to online bid and is qualified to perform the contract if its online bid is accepted.                                   |  |  |
| (b)  | Documents establishing goods eligibility and conformity to the online bidding documents   |  |  |
| (c)  | Valid registration certificate in case the item(s) under procurement fall(s) under the restricted category of the current export-import policy of government of India (if applicable) |  |  |
| 9.   | Statement for deviations from technical terms and conditions.   |  |  |
| 10.  | <u>Techno-commercial Capability:</u>  |  |  |
| (a)  | Copy of the Last Audited Balance Sheet of the company   |  |  |
| (b)  | Income Tax Registration Certificate/ PAN No. and latest Income Tax Clearance Certificate  |  |  |
| (c)  | Proof of Manufacturer's authorization<br>Photocopy of Warranty Service Provider Agreement between the manufacturer and the Service Provider.  |  |  |

|     |  |  |  |
|-----|--|--|--|
| (d) | Details of Local service centers (Nearest place to the Purchaser)  |  |  |
| (e) | Photocopy duly attested of valid Certificate of Authorization issued to Indian Agents by the foreign principals, if quoting on their behalf.   |  |  |
| 11. | <u>Experience and Technical Capacity:</u>  |  |  |
| (a) | Performance statement in enclosed format: Past experience towards supply of <b>similar</b> Scientific equipment in other CSIR Labs/ Institutions/ Govt. org./ Govt. research Laboratory/ Govt. University/ Autonomous body/ PSU/ Govt. Academics with contact detail & address . |  |  |
| (b) | Client list with contact detail, responsive phone No., e-mail & address  |  |  |
| (c) | Product range of <b>similar</b> Scientific Equipment/ Plant for research and development process.  |  |  |
| (d) | Copies of relevant work orders   |  |  |
| (e) | Details of supplies of identical or similar equipment made to other CSIR labs/ Institutions for the preceding three years together with price eventually or finally paid.  |  |  |
| 12. | Local Content Certificate (as per attached format)   |  |  |
| 13. | Firms under MSE, Make in India etc. willing for the relaxations in the NIT are required to submit their complete and updated documents. Any false declaration will lead into breach of procurement process/contract and deemed fit action will be taken by the Institute.        |  |  |
| 14. | Apart from above, any other relevant document/ information   |  |  |
| 15. | Apart from above, any other relevant document/ information   |  |  |

Date & Signature of authorised person

Company seal

### **Technical Online bid Forms**

*(To be carefully filled by the interested bidders and to be enclosed with the techno-commercial online bid)*

List of standard forms-

Table of Contents

Sl. No. Name

1. Bidder Information Form
2. Manufacturers' Authorization Form
3. Online bid Security Form
4. Performance Statement Form
5. Specifications and allied technical details Form
6. Deviation Statement Form
7. Service Support Detail Form
8. Qualification Requirements (Pre-qualification criteria)

### 1. Bidder Information Form

*(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 and signed by the authorized person)***

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

E-tender No.: *[insert number from Invitation for online bids]*

|  |
|--|
| 1. bidder's Legal Name <i>[insert bidder's legal name]</i>   |
| 2. In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>   |
| 3. bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>   |
| 4. bidder's Year of Registration: <i>[insert bidder's year of registration]</i>  |
| 5. bidder's Legal Address in Country of Registration: <i>[insert bidder's legal address in country of registration]</i>  |
| 6. bidder's Authorized Representative Information-<br>Name: <i>[insert Authorized Representative's name]</i><br>Address: <i>[insert Authorized Representative's Address]</i><br>Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i><br>Email Address: <i>[insert Authorized Representative's email address]</i> |
| 7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i><br>Articles of Incorporation or Registration of firm named in 1, above in accordance with ITB sub clause 4.1 and 4.2.   |

Signature of bidder \_\_\_\_\_

Name \_\_\_\_\_

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

### 2. MANUFACTURERS' AUTHORIZATION FORM

*[The bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should*

*be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.*

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

E-tender No.: *[insert number from Invitation for Online 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 online 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 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]*

### **3. ONLINE BID SECURING DECLARATION/ ERNEST MONEY DEPOSIT (EMD) DECLARATION FORM**

#### **Bid-Securing Declaration Form(on firm's letter head)**

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

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

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

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

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

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

Corporate Seal (where appropriate)

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

**4. PERFORMANCE STATEMENT FORM (past performances)  
(For a period of last 3 years)**

Name of the Firm.....

| Order placed by (Address of the Purchaser) | Order No. and date | Description And quantity of the ordered equipment | Value of the order | Date of completion of the delivery as per contract | Date of actual completion of delivery | Remarks of late delivery if any | Has the equipment been installed satisfactorily? (Documentary evidence) | Details of the Contact person (phone fax, email etc) |
|--|--------------------|---|--------------------|--|---------------------------------------|---------------------------------|---|--|
|  |                    |   |                    |  |                                       |                                 |   |  |

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

Place:

Date:

**Payment Terms:**

Please refer to the payment terms (Commercial terms) for the items of abroad and indigenous will be governed by their payment terms mentioned in point 2.22.1 of SCC. For taxation and duties please refer to para 2.36.5 to GCC.

Each set will come under warranty period after its successful installation and commissioning. However, the validity of standard warranty of each set will be extended up to one year from the date of successful installation, commissioning and final acceptance by the user at the fourth site.

Vendor should fill up in the price bid about the main equipment with accessories including standard warranty, year wise AMC/CMC charges and the same should be communicated in the technical bid in un-priced format. Non-compliance of this may lead to summarily rejection of the Bid.

**Delivery Schedule (IO/PL to fill it carefully)**

| Schedule   | Period                  |                             | Reference  |
|--|-------------------------|-----------------------------|--|
|  | Purchaser's requirement | Supplier's response         |  |
| Expected delivery period                                   | <b>6-8 WEEKS</b>        | -----<br>-weeks/ months     | From the date of signing of the agreement/LC opening                               |
| Expected installation & commissioning period               | <b>WITHIN 01 WEEK</b>   | -----<br>----days/ weeks    | From the date of delivery in the respective sites of CSIR-IITR                     |
| Expected Period of Demonstration, observation and training | <b>04 DAYS</b>          | -----<br>-----days/<br>week | From the date of Installation & commissioning in the respective sites of CSIR-IITR |

## B. Allied Technical Details-

| S.N. | Allied technical details   | bidder's response  |
|------|--|--|
| 1.   | Product catalogues/ user manual/ other informative material/ sketches/ drawings etc. | Enclosed (Yes/ No) (Ensure that it should be up to date and page numbered) |
| 2.   | Country of origin  |  |
| 3.   | Port of shipment   |  |
| 4.   | Banker's details   |  |
| 5.   | Free Warranty/Guarantee for a period of  |  |
| 6.   | Extended Warranty/Guarantee for a period of  |  |
| 7.   | Installation , commissioning & training,   |  |
| 8.   | Details of service provider for after sales/complaints etc.                          |  |
| 9.   | AMC including Visits & breakdown visits  |  |
| 10.  | Comprehensive AMC including Visits & breakdown visits and spares                     |  |
| 11.  | Details of accessories (if any)  |  |
| 12.  | List of non-consumables (if any)   |  |
| 13.  | List of consumables (if any)   |  |
| 14.  | Any other relevant detail  |  |

## 5. DEVIATION STATEMENT FORM

1) The following are the particulars of deviations from the requirements of the e-tender specifications:

| e-tender Clause/specifications | Deviation | Remarks (including justification) |
|--------------------------------|-----------|-----------------------------------|
|                                |           |                                   |

Place:

Date:

**Signature and seal of the  
Manufacturer/ bidder**



**NOTE:**

Where there is no deviation, the statement should be returned duly signed with an endorsement indicating “No Deviations”.

**6. SERVICE SUPPORT DETAIL FORM**

| Sl. No. | Nature of training imparted | List of similar type equipments serviced in past three years | Details if the Contact person fax, phone, email etc. |
|---------|-----------------------------|--|--|
|         |                             |  |  |

\*Documentary evidence should be enclosed.

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

Place :

Date :

**7. Qualification requirements**

**(Pre-Qualification/Eligibility Criteria)**

(a) Techno-commercial Capability: The bidder shall attach **documentary evidences** that it meets the following financial requirement(s):

- i. Copy of the Last Audited Balance Sheet of the company
- ii. Income Tax Registration Certificate/PAN No. and latest Income Tax Clearance Certificate
- iii. Proof of Manufacturer's authorization
- iv. Photocopy of Warranty Service Provider Agreement between the manufacturer and the Service Provider.
- v. Details of Local service centers (Nearest place to the Purchaser)
- vi. Photocopy duly attested of Certificate of compulsory enlistment of Indian Agents of foreign principals with DGS&D if quoting on their behalf. Date of enlistment must be before the date of opening of e-tenders?

(b) Experience and Technical Capacity: The bidder shall attach the documentary **evidences** to demonstrate that it meets the following experience requirement(s):

- i. Performance statement in enclosed format: Past experience towards supply of **similar** Scientific equipment in other CSIR Labs/ Institutions/ Govt. org./ Govt. research Laboratory/ Govt. University/ Autonomous body/ PSU / Govt. Academics with contact detail & address.
- ii. Client list with contact detail, responsive phone No., e-mail & address
- iii. Product range of **similar** Scientific Equipment/ Plant for research and development process.
- iv. Copies of relevant work orders
- v. **Details of supplies of identical or similar equipment made to other CSIR labs/ Institutions for the preceding three years together with price eventually or finally paid.**

(c) **Usage Requirement:** (By the Purchaser)- The bidder shall attach documentary evidence to demonstrate that the GOODS it offers meet the usage requirement.

(d) The bidder should be a manufacturer/authorized representative of a manufacturer who must have designed, manufactured, tested and supplied the equipment(s) similar to the type specified in the "Technical Specification". The MAF must be enclosed with the technical online bid. Such equipments must be of the most recent series/models incorporating the latest improvements in design. The models should be in successful operation for at least one year as on date of Online bid Opening.

(e) The Indian Agents of foreign manufacturers/ suppliers quoting directly on behalf of their principals for items appearing in the restricted list of the current EXIM policy of the Govt. of India are registered with DGS&D.

(f) To maintain sanctity of e-tendering system one Indian agent cannot represent two different foreign principals in one e-tender.

**8. Local Content Certificate**

-----Letter Head of Bidder-----

No:

Date:

Sub:- Local Content Certificate

Ref:- (i) Order. P-45021/2/2017 PP (BE-II) dated 04.06.2020 of DPIIT, Ministry of Commerce and Industry, Govt. of India.

(ii) CSIR-IITR NIT Ref No..... Date.....

(iii) Bid Ref No. (E-tender ID)..... Date.....

Sir,

This is to certify that the bidder M/s.....as supplier is declaring here by the percent of local content in our quoted item as per CSIR-IITR NIT requirement as under:-

‘Local content’ means the amount of value added in India which shall be as, It has been prescribed by the Nodal Ministry/ has not been prescribed by the Nodal Ministry’\* for our quoted item, be the total value of the items has to be procured as per this NIT (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.

I/ we M/s.....as ‘Class-I local supplier/ Class-II local supplier/ Non- local supplier’ \*\* hereby declare that our offered quoted items i.e., ..... (Name of item(s)) as per referred CSIR-IITR NIT No..... date..... having local content ‘equal to or more than 50% (or percent as prescribed by respective nodal ministry for Class-I local supplier)/ more than 20% but less than 50% (or percent as prescribed by respective nodal ministry for Class-II local supplier)/ less than 20% (or percent as prescribed by respective nodal ministry for Non- local supplier)’ \*\*\* of the total value of the items to be procured as per aforesaid NIT & prescribed in Order. P-45021/2/2017 PP (BE-II) dated 04.06.2020 of DPIIT, Ministry of Commerce and Industry, Govt. of India.

Following are the details of the location(s) at which the local value addition is made-

1.....

2.....

I hereby undertake that the content of the certificate is true in all respect.

(Signature)

Name & Designation.....

For M/s.....

(Seal)

‘\*’, ‘\*\*’ & ‘\*\*\*’ strike off which is not applicable.

**9. Land Border Declaration Undertaking**

**LAND BORDER DECLARATION UNDERTAKING**

(To be given on the letter Head of the Bidder to be attached with techno-commercial bid)

No.

Dated:

Sub:- Land Border certificate

Ref: (i) Ministry of Finance, department of Expenditure, Public Procurement Division OM  
F.No.6/18/2019-PPD dated 23rde July 2020

(ii) CSIR-IITR NIT Ref. No.....Date.....

Procurement of .....

Certificate for the Land Border Declaration

“I have read the clause regarding restrictions on procurement from the bidder of a country which shares a land border with India.

\*I certify that this Bidder is not from Land border country as stipulated in the aforesaid OM of Ministry of Finance a country, department of Expenditure, Public Procurement Division OM F.No.6/18/2019-PPD dated 23rde July 2020.

OR

\*\*I hereby certify that this bidder is from land border country stipulated in the aforesaid OM of Ministry of Finance a country, department of Expenditure, Public Procurement Division OM F.No.6/18/2019-PPD dated 23rde July 2020 and fulfils all requirements in this regard and is eligible to be considered for this procurement The valid registration certificate issued by the Competent Authority is attached.

I hereby undertake that the content of the certificate is true in all respect.

(Signature)

Name & Designation.....

For M/s.....

(Seal)

\*/\*\*strike off which is not applicable.

## **PART-II**

### **Financial Online bid Forms**

(On the Letter Head of the firm submitting the Online bid Document) (to be submitted in a separate envelope mentioning the details on it)

List of standard forms-

- (1) Financial Online bid Letter
- (2) Price Schedule-
  - (i) For abroad items
  - (ii) For indigenous items
- (2) Statement for deviations from financial terms and conditions.

#### **1. Financial Online bid Letter**

The Director  
INDIAN INSTITUTE OF TOXICOLOGY RESEARCH  
VISHVIGYAN BHAWAN, 31-MG MARG, LUCKNOW  
PIN - 226001, Uttar Pradesh, INDIA

**e-tender Reference No:**

**File reference No:**

**Subject: Price Online bid for \_\_\_\_\_.**

Sir,

Having examined the online bidding documents and having submitted the technical online bid for the same, we, the undersigned, hereby submit the Financial Online bid for supply of goods and services as per the schedule of requirements and in conformity with the said online bidding documents.

We hereby offer to supply the Goods/Services at the prices and rates mentioned in the Financial Online bid. We shall be submitting the quote of imported item(s), if any, in foreign currency in our Price bid

We do hereby undertake that, in the event of acceptance of our online bid, the supply of Goods/Services shall be made as stipulated in the schedule to the Online bid document and that we shall perform all the incidental services.

The prices quoted are inclusive of all charges including installation and commissioning charges in the Central Institute of Medicinal and Aromatic Plants Lucknow or its units.

We enclose herewith the complete Financial Online bid in the prescribed e-tender format as per your requirement in accordance with provisions contained under Para 1.11. This includes:

- (1) Price Schedule- (Enclose whichever is applicable)
  - (i) Price Schedule for Goods being offered from ABROAD

- (ii) Price Schedule for Goods being offered within INDIA
- (2) Statement for deviations from financial terms and conditions.

We agree to a online bid by our offer for a period of **One Hundred Eighty (180)** days from the date fixed for opening of the online bid documents and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and condition of the online bid document and we do hereby undertake to supply as per these terms and conditions. The Financial Deviation are only those mentioned in the statement of deviation from financial terms and conditions.

We do hereby undertake, that until a formal work order is prepared and executed, this online bid, together with your written acceptance thereof and placement of letter of intent awarding the work order, shall constitute a binding contract between us.

|   |
|---|
| 1. bidder's Legal Name <i>[insert bidder's legal name]</i>  |
| 2. In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>                              |
| 3. bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>      |
| 4. bidder's Year of Registration: <i>[insert bidder's year of registration]</i>   |
| 5. bidder's Legal Address in Country of Registration: <i>[insert bidder's legal address in country of registration]</i> |

All corrections/deletions should invariably be duly attested by the person authorized to sign the online bid document).

Dated this day of \_\_\_\_\_ Signature of bidder

Details of enclosures

Full Address:  
Telephone No.  
Telegraphic Address:  
E-mail:

COMPANY SEAL

## 2. Price Schedule Form

(i) **PRICE SCHEDULE FOR GOODS BEING OFFERED FROM ABROAD**

Name of the bidder \_\_\_\_\_

NIT Reference No. \_\_\_\_\_

File Reference No. \_\_\_\_\_

| Sl. No.   | Description/ Part No./ Make Model | Quantity | Unit Price (in foreign currency) | Total Amount (in foreign currency) |
|---|-----------------------------------|----------|----------------------------------|------------------------------------|
| 1.  |                                   |          |                                  |                                    |
| 2.  |                                   |          |                                  |                                    |
| 3.....  |                                   |          |                                  |                                    |
| <b>Ex-Works Price-</b>  |                                   |          |                                  |                                    |
| <b>Packing, loading and inland freight</b>                                  |                                   |          |                                  |                                    |
| <b>*FCA (at port)</b>   |                                   |          |                                  |                                    |
| <b>Terminal charges, loading on vassal</b>                                  |                                   |          |                                  |                                    |
| <b>**FOB (name of port)</b>   |                                   |          |                                  |                                    |
| <b>Air freight &amp; insurance up to destination port</b>                   |                                   |          |                                  |                                    |
| <b>CIF</b>  |                                   |          |                                  |                                    |
| <b>Carrier charges &amp; insurance up to final destination</b>              |                                   |          |                                  |                                    |
| <b>CIP</b>  |                                   |          |                                  |                                    |
| <b>Concessional Custom Duty (Against DSIR Certificate)</b>                  |                                   |          |                                  |                                    |
| <b>IGST rate</b>  |                                   |          |                                  |                                    |
| <b>Duties/taxes/ clearance charges</b>                                      |                                   |          |                                  |                                    |
| <b>Transportation charges up to IITR Stores</b>                             |                                   |          |                                  |                                    |
| <b>Chargeable weight/Gross weight of consignment</b>                        |                                   |          |                                  |                                    |
| <b>Indian agency Commission (%)</b>   |                                   |          |                                  |                                    |
| <b>Installation &amp; Commissioning charges</b>                             |                                   |          |                                  |                                    |
| <b>Training charges</b>   |                                   |          |                                  |                                    |
| <b>Additional Warranty Charges</b>  |                                   |          |                                  |                                    |
| <b>Comprehensive Annual Maintenance Charges (provide year-wise breakup)</b> |                                   |          |                                  |                                    |

\* & \*\* Mandatory requirement

Total Online bid price \_\_\_\_\_

In words \_\_\_\_\_

**Note:**

Total Online bid price in foreign currency \_\_\_\_\_

(a) Indian agents name & address \_\_\_\_\_ in words.

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

(c) Cost of Spares \_\_\_\_\_

(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 22.1 of GCC.

(e) Banker's details such as- Name of account holder, Account Number, Name of Bank, Branch code, RTGS code, NEFT code, SWIFT code, MICR Code etc.

(f) The Price schedule of optional items shall be indicated in a separate sheet in the same Performa.

Signature of bidder \_\_\_\_\_

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

**3. PRICE SCHEDULE FOR GOODS BEING OFFERED WITHIN INDIA**

Name of the bidder \_\_\_\_\_  
NIT Reference No. \_\_\_\_\_  
File Reference No. \_\_\_\_\_

| Sl. No.   | Description/ Part No./ Make Mode* | Quantity | Unit Price (in INR) | Total Amount (in INR) |
|---|-----------------------------------|----------|---------------------|-----------------------|
| 1.  |                                   |          |                     |                       |
| 2.  |                                   |          |                     |                       |
| 3.....  |                                   |          |                     |                       |
| <b>Ex-Works Price-</b>  |                                   |          |                     |                       |
| <b>Packing &amp; forwarding</b>                                       |                                   |          |                     |                       |
| <b>FOR ( IITR Stores)</b>   |                                   |          |                     |                       |
| <b>GST/IGST (their rate(s) as the case may be, clearly specified)</b> |                                   |          |                     |                       |
| <b>Transportation</b>   |                                   |          |                     |                       |
| <b>Insurance up to Destination /handover (in case of fabrication)</b> |                                   |          |                     |                       |
| <b>Installation &amp; Commissioning charges</b>                       |                                   |          |                     |                       |
| <b>Training charges</b>   |                                   |          |                     |                       |
| <b>Additional Warranty Charges</b>                                    |                                   |          |                     |                       |
| <b>Annual Maintenance Charges</b>                                     |                                   |          |                     |                       |

\*(On the basis of the technical specifications submitted)

Total Online bid price \_\_\_\_\_  
In words \_\_\_\_\_  
Note:  
Cost spare parts may be indicated separately

Signature of bidder  
Name \_\_\_\_\_  
Business  
Address \_\_\_\_\_



**(iii) STATEMENT OF FINANCIAL DEVIATIONS**

Following are the financial deviations and variation(s) from the exceptions to the specifications and documents for the online bid document. These deviation(s) and variation(s) are exhaustive.

Except these deviation(s) and variation(s), the entire work shall be performed as per your specifications and documents.

| <b>SI No.</b> | <b>Section No.</b> | <b>Clause No.</b> | <b>Statement of Deviations / Variations</b> |
|---------------|--------------------|-------------------|---|
|               |                    |                   |   |
|               |                    |                   |   |
|               |                    |                   |   |
|               |                    |                   |   |
|               |                    |                   |   |

S. No. Section No. Clause No. Statement of deviation(s) and variation(s)

Signature of the bidder

Name:

Place:

Date:

Address:

Company Seal