

**CSIR - Central Mechanical Engineering Research Institute**  
(A Constituent Establishment of Council of Scientific & Industrial Research, New Delhi,  
Govt. of India)  
Mahatma Gandhi Avenue, Durgapur – 701309  
West Bengal (India)  
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**PUR/198/ITG/RM/GTE/2023-24**

**17.11.2023**

**Global Tender document**



**TENDER**

**DOCUMENT**

**FOR**

**SUPPLY, INSTALLATION & COMMISSIONING, DEMONSTRATION  
AND TRAINING OF ENTERPRISE GRADE CORE SWITCHES, ENTERPRISE  
GRADE DISTRIBUTION SWITCHES, EDGE SWITCHES AND COMPLIANT  
NMS SOFTWARE**

### Invitation For Bids / Notice Inviting Tenders

1. Director, CSIR – Central Mechanical Engineering Research Institute, Mahatma Gandhi Avenue, Durgapur-713209, West Bengal (India), invites e-Bids (etenders.gov.in) from eligible manufacturers, their authorised Distributors/Indian Agents/Dealers/Suppliers of Foreign principals, if any, for purchase of items listed below. **This NIT is a Global Tender and is opened to CLASS I, CLASS II and Non – Local suppliers as defined by PPMII circular(s). Purchase preference will be offered to only to CLASS I suppliers. It is a non – divisible tender.**

Sl. No.	Tender No.	Description of items	Quantity	Single/ Double bid	Bid Security (EMD) (in Indian Rupees)
1.	PUR/198/ITG/RM /GTE/2023-24	<p><b>SUPPLY, INSTALLATION &amp; COMMISSIONING, DEMONSTRATION AND TRAINING OF ENTERPRISE GRADE CORE SWITCHES, ENTERPRISE GRADE DISTRIBUTION SWITCHES, EDGE SWITCHES AND COMPLIANT NMS SOFTWARE</b></p> <p>As per the details indicated under Chapter 4</p>	As per quantity given in Chapter 4.	Single Stage Two Envelope System (TWO BID SYSTEM)	INR 6.00 Lakhs (Rupees Six Lakhs only)

2. e-Bids are invited through the electronic tendering process and the Bidding Documents can be downloaded from the e-Tender portal of Government of India, <https://etenders.gov.in/eprocure/app/>. Please note that the submission of e-Bids will be only through the e-Tender portal <https://etenders.gov.in/eprocure/app/>. Bids will not be accepted in any other form. Further it may be noted that Bids which are duly submitted on e-Tender portal shall only be considered and Bids just saved without submission will not be available to the Evaluation Committee of CSIR-CMERI.
3. Any Bidder willing to take part in the process of e-tendering will have to get registered in the Central Public Procurement [CPP] portal, NIC, Government of India, by logging on to the portal <https://etenders.gov.in/eprocure/app/>. Bidders are requested to go through —Bidder Manual Kit, —System Settings & —FAQ links available on the login page of the e-Tender portal for guidelines, procedures & system requirements. In case of any technical difficulty, Bidders may contact the help desk numbers & email ids mentioned at the e-tender portal. Every Bidder will be required to obtain a Class-III Digital Signature [DSC] for submission of Bids.
4. Bid Security / EMD as applicable, will be required to be paid offline by Demand Draft drawn in favour of Director, CSIR-CMERI payable at Durgapur. Alternatively, Bid Security/EMD can also be furnished in the shape of a Bank Guarantee issued by any Nationalised/Scheduled Bank of India. In case the EMD Bank Guarantee is issued by a foreign bank, the said Bank Guarantee shall have to be confirmed/counter-guaranteed by any Nationalised/Scheduled bank of India.
5. Original EMD [ if applicable] / Bid Securing Declaration is required to be sent to Director [Kind Attention: Stores & Purchase Officer], CSIR – Central Mechanical Engineering Research Institute, Mahatma Gandhi Avenue, Durgapur-713209, West Bengal (India) before the deadline for submission of bids. The original EMD / Bid Securing Declaration is to be sent in a sealed envelope duly superscribed with the Tender Reference Number. e-Bids of those Bidders whose original EMD / Bid Securing Declaration is not received within the aforesaid deadline shall be liable to be rejected. Any postal delay in this respect will not be entertained.

6. 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—**This provision is for manual tender only. Online Bids will be opened on NIC CPP Portal as per set procedure.**
7. Interested Bidders may obtain further information from the office of the Stores & Purchase Officer, CSIR – Central Mechanical Engineering Research Institute, Mahatma Gandhi Avenue, Durgapur-713209, West Bengal (India)
8. The Director, CSIR – Central Mechanical Engineering Research Institute, Mahatma Gandhi Avenue, Durgapur-713209, West Bengal (India) reserves the right to accept or reject any or all tenders / offers either in part or in full or to annul the tender process at any stage or to split the order without assigning any reasons there for.

## **STORES AND PURCHASE**

## NOTES FOR BIDDER

1. **BIDDERS MUST ENSURE THAT ALL DOCUMENTS PERTAINING TO FULFILLMENT OF QUALIFICATION REQUIREMENT / MINIMUM ELIGIBILITY CRITERIA ARE INVARIABLY FURNISHED WITH THEIR BID. BIDDERS WHO DO NOT SUBMIT NECESSARY DOCUMENTS [DEMONSTRATING THAT THEY FULFILL THE QUALIFICATION REQUIREMENT / MINIMUM ELIGIBILITY CRITERIA] SHALL BE REJECTED.**
2. The bidder who intends to participate as —Start-up company should enclose the Certificate of Recognition issued by Department of Industrial Policy and Promotion(DIPP), Ministry of Commerce & Industry, Govt. of India during submission of Technical bid.
3. The Start-up companies, recognized by DIPP are exempted from payment of EMDs.
4. For supplies made from within India, Customs Duty Exemption Certificate [CDEC] will not be issued by Purchaser. This Institute is registered with Dept. of Scientific & Industrial Research, Govt. of India and concessional customs duty and GST & IGST are leviable vide notification No. 54/2002-Customs on all imports covered under Notification No.51/96-Customs dated 23.07.1996.
5. Reference to any model/make/brand in the Tender Document is only indicative. Bidder is free to quote any other model/make/brand etc. provided they are of equivalent specifications and meet the desired functional / quality parameters.
6. For the purpose of evaluation of prices, the methodology elaborated in ITB Clause 1.32 shall be followed.
7. **In case, Bidder is a non-OEM, a tender specific authorisation issued by the OEM in the Manufacturer's Authorisation Form [MAF] as provided with the Tender Document must be mandatorily furnished by the Bidder.**
8. The following conditions shall apply to the tendering process:

**Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) as per Ministry of Finance Order No.: F. No. 6/18/2019-PPD Dated 23rd July, 2020.**

I. Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

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

III. Bidder from a country which shares a land border with India for the purpose of this Order means –

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose *beneficial owner* is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (III) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.  
Explanation:

a. Controlling ownership interest means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company.

b. Control shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders' agreements or voting agreements.

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1), (2), or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership

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

9. Onsite Warranty: **5 years Comprehensive Advanced Replacement India Next Business Day OEM Warranty.** Warranty date will start from the date of installation and commissioning of the equipment, it will be the part of the bid evaluation criteria.
10. Training: At least **five days** training to the IT support team of CSIR-CMERI for re-configuration and network monitoring and management through supplied NMS Required.
11. Expected Delivery: **Six months** from the date of placement of Purchase Order/from the date of establishment of Letter of Credit. However, this would not be the criteria for evaluation for rejection. Vendors are requested to provide the reasonable delivery period from the date of placement of PO.
12. Tendered Technical specifications of CSIR-CMERI will be the parameter of technical evaluation including required warranty of the offered goods / equipment by the vendor along with eligibility criteria and other terms and conditions mentioned in the Tender Document of CSIR-CMERI. Bidder shall offer the model which completely satisfies the technical specification of CSIR-CMERI.
13. Any clarification on technical points asked by the technical committee of CSIR-CMERI will be for the clarity of the goods / equipment for arriving at a proper decision. Any clarification from the vendor of such nature which modifies the original quote in order to suit the technical specifications of CSIR-CMERI after opening of the bids will not be accepted.
14. CSIR-CMERI reserves the right to ask the vendors / suppliers to submit the shortfall documents pertaining to their eligibility criteria, if not readable, mentioned in the tender document after opening of the bids / technical offer (under Two-Bid format) within the stipulated time failing which their technical offer may be considered as non-responsive. No document pertaining to eligibility criteria and terms & conditions mentioned in CMERI's tender enquiry will be asked for submission after opening of bids and offer will be rejected.
15. **Firms shall provide an undertaking that all the quoted product must be supported for service for at least 10 years and their availability of spare parts from the date of quote. If this undertaking is not provided then their offer may be rejected.**
16. Vendor has to arrange the demonstration of the offered equipment at their cost if desired by CSIR-CMERI failing which their offer will be considered as non-responsive and non-compliance to the terms & conditions of the tender document. Such demonstration, if arranged by the vendor on CMERI's request, must establish the technical specifications and parameters of the tendered technical specification of CSIR-CMERI for the acceptance of their offer.
17. Price quoted should be net and valid for a minimum period of **120** days from the date of opening of the quotation.
18. The bidder must submit the applicable Price Schedule Form as annexed to the BOQ in

etenders.gov.in / Tender Document. **Quote of currency must be in the currencies in the BOQ only.**

19. Complete specifications with manufacturer's Name and address should be given while quoting. Literature / brochures / pamphlets / technical data sheets / drawings must be enclosed with the quotation wherever applicable.
20. Prices are required to be quoted in units indicated in the enquiry. When quotations are given in terms of other units, relationship between two sets of units should be furnished. Quantity discounts, if any should also be indicated. The items should be quoted indicating the serial No. of our RFQ.
21. Tender conditions (printed on the reverse), if any, or otherwise sent along with the tender shall not be binding on us.
22. All the above instructions and our standard terms and conditions must have complied failing which your offer may be liable for rejection.
23. **Purchase Preference to Micro and Small Enterprises (MSEs) and Purchase Preference linked with MAKE IN INDIA Order shall be applicable subject to full compliance of other terms and conditions of the RFQ / NIT and Contract, as per Government of India procurement policies.**

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

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

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

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

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

24. Instruction to Bidders, General Conditions of Contract applicable to open tenders originating from S&P division along with different formats can be viewed on our website [cmeri.res.in](http://cmeri.res.in) under the head tenders or in tender document.

**STORES AND PURCHASE OFFICER**

## **INDEX**

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

<b>Chapter No.</b>	<b>Name of the Chapter</b>
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2A	General Conditions of Contract (GCC)
2B	Special Conditions of Contract (SCC)
3	Schedule of Requirements
4	Specifications, Allied Technical Details And Scope of Supply
5	Qualification requirements
6	Price Schedule Forms
7	Contract Form
8	Standard Forms

### **CRITICAL DATE SHEET**

Sl. No.	Stage	Date & Time
1.	Publish Date & Time	17/11/2023 4.00 P.M
2.	Document Download Start Date & Time	17/11/2023 4.00 P.M
3.	Bid Submission Start Date & time	17/11/2023 4.00 P.M
4.	Bid Submission End Date & Time	23/12/2023 3.00 P.M
5.	Bid Opening Date & Time	28/12/2023 3.30 P.M

### **TENTATIVE TIME SCHEDULE OF PROCUREMENT PLANNING**

Sl.No	Stage	Tentative Time Frame
1.	Date of Bid Opening	XX
2.	Date of Completion of Technical Bid Evaluation	XX + 50
3.	Date of communication of Rejection of Bids	XX + 65
4.	Date of Receipt of context, if any, from Bidders	XX + 70
5.	Opening of Financial Bid	XX + 90
6.	Notification of Award	XX + 120

#### **Clarification of Bids/Shortfall documents**

During evaluation and comparison of bids, the Purchaser may, at his discretion, ask the bidder for clarifications on the bid. The request for clarification shall be given in writing by fax/registered/speed post/e-mail, etc. asking the bidder to respond by a specified date, provided that if the bidder does not comply or respond by the target date, his tender will be liable to be rejected. Depending on the outcome, such tenders shall be ignored or considered further. No change in prices or substance of the bid shall be sought, offered or permitted. No post-bid clarification, at the initiative of the bidder, shall be entertained. The shortfall information/documents shall be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. (Example: if the Permanent Account Number, GST Number, MSME Certificate for EMD exemption has been asked to be submitted and the bidder has not provided them, these documents may be asked for with a target date as above). ***So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents shall be asked for and considered. For example, if the bidder has submitted a supply order without its completion/performance certificate, the certificate can be asked for and considered. However, no new supply order shall be asked for so as to qualify the bidder.***



## CHAPTER - 1

### INSTRUCTIONS TO BIDDERS

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## **A      Introduction**

### **1.1.    Eligible Bidders**

- 1.1.1 This Invitation for Bids is open to all suppliers subject to para 23 of the invitation to bids and clause 1.1.7 through 1.1.11 of ITB.
- 1.1.2 A supplier or bidder shall be considered to be from a country if
- (i) The entity is incorporated in that country, **or**
  - (ii) a majority of its shareholding or effective control of the entity is exercised from that country; **or**
  - (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.
- 1.1.3 MSEs would be treated as owned by Scheduled Caste/Schedule Tribe enterprises as under:
- (a) In case of proprietary MSE, proprietor(s) shall be SC/ST.
  - (b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% (fifty-one percent) shares in the unit.
  - (c) In case of Private Limited Companies, at least 51% (fifty-one percent) share shall be held by SC/ST promoters.
- Document in support of claim must be submitted along with the bid.
- 1.1.4 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.
- 1.1.5 Bids from Joint Ventures, Consortium or Associations so long as they are formed and registered prior to the bid submission date.
- 1.1.6 The bidders who have been temporarily suspended or removed from the list of registered suppliers by the purchaser or banned from Ministry/country wide procurement shall be ineligible for participation in the bidding process.
- 1.1.7 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (Registration Committee as constituted by Department of Promotion of Industry and Internal Trade) and submits a valid registration Certificate. (please refer to Order No. 6/18/2019-PPD dated 23 July 2020 and any amendments thereon.)
- 1.1.8 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial judicial person not falling in any of the descriptions of bidder stated hereinbefore, including any agency branch or Officer controlled by such person, participating in a procurement process.

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

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

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

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

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

1.1.12 Eligibility with respect to Make In India

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

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

**This tender is open for Class I, II and also non local suppliers as it is floated as a Global tender. Purchase Preference Policy is applicable to only class I bidder.**

## **1.2 Cost of Bidding**

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

## **1.3 Code of Integrity**

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

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

- i) **"corrupt practice"**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii) **"Fraudulent practice"**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- iii) **"anti-competitive practice"**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- iv) **"coercive practice"**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

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

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

### 1.3.3 **Obligations for Proactive disclosures**

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

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

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

### 1.3.4 **Punitive Provisions**

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

#### i) **If his bids are under consideration in any procurement:**

- a) Forfeiture or encashment of bid security;
- b) Calling off of any pre-contract negotiations; and
- c) Rejection and exclusion of the bidder from the procurement process.

#### ii) **If a contract has already been awarded**

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

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

## **B. The Bidding Documents**

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

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

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

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

- Chapter 1: Instructions to Bidder (ITB)
- Chapter 2: General Conditions of Contract (GCC) and Special Condition of Contract (SCC)
- Chapter 3: Schedule of Requirements
- Chapter 4: Specifications and Allied Technical Details
- Chapter 5: Price Schedule Forms
- Chapter 6: Qualification requirements
- Chapter 7: Contract Form
- Chapter 8: Other Standard Forms comprising:
  - (1) Bidder Information Form
  - (2) Manufacturer's Authorization Form (MAF);
  - (3) Bid Security Form
  - (4) Bid Securing declaration
  - (5) Performance Statement form
  - (6) Deviation Statement Form;
  - (7) Service Support details;
  - (8) Bid form
  - (9) Performance Security Form;
  - (10) Acceptance Certificate Form
  - (11) Integrity pact
  - (12) Format of letter of authority for participating in bid opening
  - (13) Format for declaration by the bidder for code of integrity and Conflict of interest.

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

## **1.6 Clarification of tender documents**

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

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

## **1.7 Amendment of Tender Documents**

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



## **B. PREPARATION OF BIDS**

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

- 1.8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in English language only.
- 1.8.2 The Supplier shall bear all costs of translation, if any, to the English language and bear all risks of the accuracy of such translation, for documents provided by the Supplier.

### **1.9 Purchase Preference Policies**

#### **A. ~~Purchase Preference Policy in respect of MSEs~~**

- ~~1.9.1 The purchaser intends to give product reservation/purchase preference/price preference in line with current Govt. of India procurement policies to help inclusive national economic growth by providing long term support to Micro and Small enterprises and disadvantaged sections of the society and to address environmental concerns along with preferential market access in govt. procurements.~~
- ~~1.9.2 A bidder in the category of Micro and Small Enterprises (to be supported by valid documents to be uploaded along with technical bid), qualifying for price bid and quoting price within price band of L1+15 percent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise shall be allowed to supply upto 25 percent of the total tendered value (ratio of non-MSME and MSME will be 80:20).~~
- ~~1.9.3 In case more than one such Micro and Small Enterprise, the supply shall be shared proportionately.~~
- ~~1.9.4 If the lowest is MSME then the entire order will be finalized on L1.~~

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

- (a) Subject to the provisions of Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Ministry of Commerce and Industry, Government of India and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.
- (b) In the procurements of goods or works, which are covered by para 3(b) of Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Ministry of Commerce and Industry, Government of India above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure.

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurements of goods or works, which are covered by para 3(b) Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Ministry of Commerce and Industry, Government of India and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over Class-II local supplier' as well as 'Non-local supplier', as per following procedure.

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.

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

- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

(d) "Class-II local supplier" or "Non local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

#### **4.9.5 Purchase Preference to Micro and Small Enterprises (MSEs) and Purchase**

**Preference linked with MAKE IN INDIA Order shall be applicable subject to full compliance of other terms and conditions of the RFQ / NIT and Contract. As per Government of India procurement policies.**

The purchaser intends to give purchase preference to:

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

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

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

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

**4.9.6 For price matching opportunities and distribution of quantities among bidders (bidder's option to avail any one out of two applicable purchase preference policies, i.e., MAKE IN INDIA 2020 or PPP-2012 will be considered), the precedence shall be in the following order:**

**1 Public Procurement Policy for MSE 2012**

**2 Purchase Preference MAKE IN INDIA 2020**

**1.10 Documents comprising the e-bid**

1.10.1 The E-bid shall comprise of the following documents as per the requirement of the Tender Document. The documents should be scanned and **uploaded in PDF format**. The scanned documents uploaded as part of bid shall normally be the following. However, Bidders shall also be required to furnish and upload any other document as and when required under provisions of the tender requirement:

**Documents to be submitted in the Techno-Commercial Bid**

Sl. No.	Document Required	Document type
1	Bid Security / EMD for Amount specified in NIT OR Bid Securing Declaration form if EMD amount is NIL or exempted	.pdf
2	Bid form- without disclosing prices	.pdf
3	Declaration by the Bidder for Code of Integrity & conflict of interest	.pdf
4	Bidder Information Form	.pdf
5	Certificate of Incorporation	.pdf
6	Manufacturer's Authorisation Form if applicable	.pdf
7	Agency Agreement / MOU between Foreign Principal and	.pdf

	Indian Agency	
8	Unpriced bid with Technical Specifications & Scope of Supply	.pdf
9	Deviation Statement together with all declarations and certifications to be submitted as per tender TERMS	.pdf
10	Performance Statement Form	.pdf
11	Service Support Details	.pdf
12	Self Certification- for Class-I & Class-II local supplier [if applicable]	.pdf
13	Documents to substantiate MSME Bidder status [if applicable]	.pdf
14	Self Certification regarding Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)	.pdf
15	Commercial Terms and Conditions	.pdf

#### **Documents to be submitted in the Priced Bid**

Sl. No.	Document Required	Document type
1	Scanned Bid Form, duly filled-in and signed by Bidder [ with enclosures if any] and also the relevant Price Schedule Form duly filled-in and signed.	.pdf
2	Price Bid giving a component wise price break up of the offered product (s) / solution	.pdf
3	Price Schedule Form as a MS-EXEL BOQ sheet duly filled-in and digitally signed by Bidder. In case of manual bids, prices shall be entered in the manner described at ITB Clause 1.11	.xls

#### **1.10.2 Documents comprising Single Bid**

All the above documents (**as applicable**) from Sr.No.1 to 15 listed for Techno-Commercial bid along with the documents from Sl. No. 1 to 3 listed for Priced bid should be submitted in a single envelope / single cover.

#### **1.10.3 Documents comprising Double Bid (Techno-Commercial Bid & Price Bid)**

All the above documents (**as applicable**) from Sr.No.1 to 15 listed for Techno-Commercial bid shall be submitted in a single cover and the documents from Sl. No. 1 to 3 listed for Priced bid should be submitted in a separate cover.

#### **1.11. Bill of Quantity (BOQ)- Price bid**

Bidders should necessarily submit their financial bids in the format [Price Schedule Form and the MS-Excel BOQ file] provided and no other format is acceptable. The prices mentioned in BOQ shall be considered for evaluation and comparison of bids. Bidders are required to download the BOQ file, open it and complete the unprotected cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

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

1.12.1. The bidder shall fill up the relevant Price Schedule Form and the MS-EXEL Bill of Quantity (BOQ) file very carefully as it will be used for evaluation of L1. The contract will be awarded to L1 bidder subject to fulfilment of other terms and conditions of tender and also the Purchase preference policy of Govt. of India as specified in Clauses 1.32.9 and 1.32.10 of the Tender document.

1.12.2. Prices shall be entered in BOQ in the following manner. Similarly, in case of manual bids, prices shall be provided in the following manner:

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

i.	The price of the goods quoted Ex-works
ii.	GST which will be payable on the goods if the contract is awarded.
iii.	The charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination as specified in the BOQ.
iv.	The installation, commissioning and training charges including any incidental

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

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

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

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

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

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

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

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

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

comparison with the prices of other tenderers.

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

### **1.13. Bid Currencies**

- 1.13.1 Prices shall be quoted in Indian Rupees for offers received for supply within India and in freely convertible foreign currency in case of offers received for supply from foreign countries i.e. domestic tenderers are to quote and accept their payment in Indian currency; Indian agents of foreign suppliers are to receive their agency commission in Indian currency; cost of imported goods & services rendered in India, which are directly imported against the contract, may be quoted in foreign currency (currencies). **(Currencies as available in BOQ only).**

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

- 1.14.1. The bidder shall furnish, as part of its bid, documents establishing the bidders' eligibility to bid and its qualification to perform the contract if its bid is accepted.
- 1.14.2. The documentary evidence of the bidder's qualification to perform the contract if the bid is accepted shall establish to the purchaser's satisfaction that;
- (a) The bidder meets the qualification criteria listed in bidding documents if any.
  - (b) Bidder who doesn't manufacture the goods it offers to supply shall submit Manufacturers' Authorization Form (MAF) using the form specified in the bidding document to demonstrate that it has been duly authorized by the manufacturer of the goods to quote and/or supply the goods.
  - (c) In case a bidder not doing business within India, it shall furnish the certificate to the effect that the bidder is or will be represented by an agent in India equipped and able to carry out the supply, maintenance, repair obligations etc. during the warranty and post warranty period or ensure a mechanism at place for carrying out the supply, maintenance, repair obligations etc. during the warranty and post-warranty period.
- 1.14.3. Conditional tenders shall not be accepted.

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

- 1.15.1 To establish the goods' eligibility, the documentary evidence of the goods and services eligibility shall consist of a statement on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment.
- 1.15.2 To establish the conformity of the goods and services to the specifications and schedule of requirements of the bidding document, the documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of:
- (a) A detailed description of the essential technical and performance characteristics of the goods;
  - (b) A list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods during the warranty period following commencement of the use of the goods by the Purchaser in the Priced-bid; and

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

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

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

#### **1.16. Bid Security**

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

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

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

- (a) A bank guarantee issued/confirmed by a Scheduled Commercial Bank in India in the form provided in the bidding documents and valid for 45 days beyond the validity of the bid. In case a bidder desires to submit a BG issued from a foreign bank, then the same should be confirmed by a Scheduled commercial bank in India; or
- (b) Fixed Deposit receipt pledged in favour of the Lab. /Institute.
- (c) A Banker's cheque or demand draft in favour of the purchaser issued by any Scheduled commercial bank in India.
- (d) Bid Securing Declaration

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

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

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

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



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

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

1.16.9

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

1.16.10

The bid security may be forfeited:

- (a) If a Bidder withdraws or amends or modifies or impairs or derogates its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- (b) In case of a successful Bidder, if the Bidder fails to furnish order acceptance within 14 days of the order or fails to sign the contract and/or fails to furnish Performance Security within 21 days from the date of contract/ order.

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

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

- 1.17.1 Bids shall remain valid for minimum of 90 days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 1.17.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (by post, fax or e-mail). The bid security provided shall also be suitably extended failing which the bid would be summarily ignored. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.
- 1.17.3 Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

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

- 1.18.1 ~~The bids may be submitted in single envelop or in two parts as specified in the Invitation for Bids.~~
- 1.18.2 ~~In case the bids are invited on single envelop basis, then the Bidder shall prepare two copies of the bid, clearly marking each "Original Bid" and "Copy Bid", as appropriate. In the event of any discrepancy between them, the original shall govern.~~
- 1.18.3 ~~In case the bids are invited on two bid system, the Bidder shall submit the bids in two separate parts. One part shall contain Technical bid comprising all documents listed under clause relating to Documents Comprising the Bid excepting bid form and price schedules. The other part shall contain the priced bid comprising bid form and price schedules. The Bidder shall prepare two copies of the bid, clearly marking each "Original Bid" and "Copy Bid", as appropriate.~~
- 1.18.4 ~~The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid detailing his/her name and contact details.~~
- 1.18.5 ~~Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the bid.~~
- 1.18.6. All online bids to be signed digitally with DSC of the authorized person of the bidder.

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

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

- 1.19.1 ~~ONLY ONLINE BIDS IN THIS PORTAL WILL BE ACCEPTED. The bidders may submit their duly sealed bids generally by post or by hand. (Bids received by FAX/E-mail would not be considered for evaluation.)~~
- 1.19.2 ~~In the case of bids invited on single envelop basis, the Bidders shall seal the original and each copy of the bid in separate inner envelopes, duly marking the envelopes as "original" and "copy". The envelopes shall then be sealed in an outer envelope.~~
- 1.19.3 ~~In the case of bids invited on two part basis, the Bidder shall seal the un-priced commercial and technical bid comprising the documents as listed in ITB 1.10.1 excepting for "l" & "m" and the priced bid in two separate envelopes duly marked as "Technical bid" and "priced bid". Both the envelopes shall then be sealed in one outer envelope.~~
- 1.19.4 ~~(a) The inner and outer envelopes shall be addressed to the \_\_\_\_\_ (Designation and Address of the officer concerned) and deposited in the Tender box kept in Purchase Section, if delivered by hand.~~
- ~~(b) Bear the name and address of the bidder, Tender No., due date and a warning "Do not open before \_\_\_\_\_" to be completed with the time and date as specified in the invitation for bids.~~
- 1.19.5 ~~If the outer envelope is not sealed and marked as required above, the Purchaser will assume no responsibility for the bid's misplacement or premature opening. In such cases, bids received in open condition within the due date and time will be accepted at the risk of the bidder if the same is presented to the Controller of Stores & Purchase before expiry of the due date and time of opening of the bids.~~
- 1.19.6 ~~Firms submitting bids in a single envelope against the requirement of two bid system would be considered for further evaluation at the risk & responsibility of the bidder. However, the opened priced bid, if prepared separate from the technical bid, would be sealed immediately by the Tender Opening Committee without disclosing the price.~~
- 1.19.7 **In case of submission of e-bids, the following instructions shall apply:**
- Bidder should login to the site well in advance for e-Bid submission so that he/she uploads the bid in time i.e. on or before the bid submission deadline. Bidder will be sole responsible for non-submission of bids in due time.
  - The bidder has to digitally sign and upload the required documents one by one as indicated in Purchaser's Bidding Documents.
  - Bidder has to select the payment option as offline to pay the EMD as applicable and enter details of the instrument(s). Bidder should prepare the EMD as per the instructions specified in Purchaser's Bidding Documents. The Bidder shall seal the original Demand Draft / Bank Guarantee / Bid Securing Declaration in an envelope duly superscribed with the Purchaser's

Tender Reference and a comment — CONTAINS EMD INSIDE. The Bidder shall also mark their name and tender reference number on the back of the Demand Draft before sealing the same. If the envelope is not marked as specified above, Purchaser will not assume any responsibility for its misplacement, pre-mature opening etc. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected. The aforesaid sealed envelope shall be posted/couriered so as to reach the following address latest by the date and time specified in the CRITICAL DATE SHEET:

Director [ Attention: Stores & Purchase Officer]  
CSIR-Central Mechanical Engineering Research Institute  
Mahatma Gandhi Avenue,  
Durgapur-713209  
West Bengal

- Wherever the Bidding Documents prescribe that the Price Bid be submitted in a BOQ EXEL file [.xls format], Bidders are required to download the BOQ file, open it and complete unprotected cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the Bidder, the e-Bid will be rejected.
- The server time (which is displayed on the Bidders' Dashboard) will be considered as the standard time for referencing the deadline for submission of the bids by the Bidders, opening of e-Bids etc. The Bidders should follow this time during e-bid submissions. All the documents being submitted online by the bidders would be encrypted using 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 uploaded Documents become readable only after the Bid Opening by the authorized bid openers. 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. 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.

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

- 1.20.1 Bids must be received by the Purchaser at the address specified at Clause 1.19.4 (a) not later than the time and date specified in invitation for bids. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day.
- 1.20.2 The Purchaser may, at its discretion, extend the deadline for submission of bids by amending the bid documents in accordance with Clause relating to Amendment of Bidding Documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the

deadline as extended.

### **1.21. Late Bids**

- 1.21.1 ~~Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser will be rejected.~~
- 1.21.2 ~~Such tenders shall be marked as late and not considered for further evaluation. They shall not be opened at all and be returned to the bidders in their original envelope without opening.~~

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

- 1.22.1 ~~A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 1.19 duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 1.18.4 (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:~~
- ~~(a) Submitted in accordance with ITB Clauses 1.18 and 1.19 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION"; and~~
  - ~~(b) Received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 1.20.~~
- 1.22.2 ~~Bids requested to be withdrawn in accordance with ITB Sub-Clause 1.22.1 shall be returned unopened to the Bidders. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form or any extension thereof.~~
- 1.22.3. Any withdrawal, substitution, modification etc. is subject to the policy of the CPP portal.

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

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

- 1.23.1 ~~The Purchaser will open all bids one at a time in the presence of bidders' authorized representatives who choose to attend, as per the schedule given in invitation for bids. The Bidders' representatives who are present shall sign the quotation opening sheet evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time and location on the next working day. In two-part bidding, the financial bid shall be opened only after technical evaluation.~~

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

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

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

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

1.23.6 Bid opening will be done online only.

#### 1.24. Confidentiality

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

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

#### 1.25. Clarification of Bids

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

## **1.26. Preliminary Examination**

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

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

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

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

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

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

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

- i) Only a bidder who has participated in the concerned procurement process i.e. pre-qualification, bidder registration or bidding, as the case may be, can make such representation;
- ii) In case pre-qualification bid has been evaluated before the bidding of Technical bids, an application for review in relation to the technical bid may be filed only by a bidder who has qualified in pre-qualification bid;
- iii) In case technical bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be acceptable.
- iv) Following decisions of the purchaser in accordance with the provision of internal guidelines shall not be subject to review:

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

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

## **1.28 Responsiveness of Bids**

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

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

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

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

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



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

- 1.29.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities or omissions in the Bid that do not constitute a material deviation.
- 1.29.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 1.29.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
  - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 1.29.4 Provided that a bid is substantially responsive, the purchaser may request that a bidder may confirm the correctness of arithmetic errors as done by the purchaser within a target date. In case, no reply is received then the bid submitted shall be ignored and its Bid Security may be forfeited.

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

- 1.30.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
- 1.30.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 1.15, to confirm that all requirements specified in Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
- 1.30.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 1.28, it shall reject the Bid.

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

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

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

- 1.32.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 1.32.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined below. No other criteria or methodology shall be permitted.
- 1.32.3 Purchase preference shall be given to all local suppliers in all procurements undertaken by the purchaser in the following manner:
- (a) Where the purchaser has restricted the eligibility of suppliers to Indian suppliers only, as per para 06 of the invitation to bid/NIT. This is applicable only for those items for which the Nodal Ministry has communicated that there is sufficient local capacity and local competition for the cost of procurement up to Rs. 50.00 lakhs.
  - (b) If the tendered items are not listed by the Nodal Ministry indicating the local capacity and local competition, the following procedure of evaluation shall be followed, irrespective of value:
    - (i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
    - (ii) If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity, subject to the local supplier's quoted price which should fall within the margin of purchase preference of 20%. The contract for that quantity shall be awarded to such local supplier, who matches the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for the remaining quantity and so on. The contract shall be awarded accordingly. In case some quantity is still left uncovered on the part of local suppliers, the balance quantity may also be ordered to the L1 bidder.
  - (c) If the tendered item is not divisible, the following procedure of evaluation shall be followed:
    - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.
    - ii. If L1 is not from a local supplier, the lowest bidder among the local suppliers will be invited to match the L1 price, subject to local supplier's quoted price falling within the margin of purchase preference of 20%. Accordingly, the contract shall be awarded to the local supplier matching the L1 price.

- iii. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price. This may be repeated until all the local suppliers are given an opportunity to match the L1 price. The contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference match the L1 price, the contract may be awarded to the L1 bidder.
- 1.32.4 Further, In tender, where the items are divisible, the participating Micro and Small Enterprises (MSE) quoting price within price band of L1+15 (fifteen) per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 25 (twenty five) per cent of total tendered value. The 25 (twenty five) per cent quantity is to be distributed proportionately among these bidders, in case there are more than one MSMEs within such price band.
- 1.32.5 Within this 25% (Twenty five Percent) quantity, a purchase preference of 25 (twenty five) per cent out of 25 (twenty five) per cent) is reserved for MSEs owned by Scheduled Caste (SC)/Scheduled Tribe (ST) entrepreneurs (if they participate in the tender process and match the L1 price). Further, out of the total annual procurement from the MSEs, (3%) three percent from within the 25% target shall be earmarked for procurement from MSEs owned by women. Provided that, in the event of failure of such SC/ST MSE to participate in tender process or meet tender requirements and L1 price, four per cent sub-target shall be met from other MSE.
- 1.32.6 In case the items are not divisible, then the MSE quoting price within price band L1 + 15% may be awarded for full/complete supply of total tendered quantity to MSE, considering the spirit of the policy for enhancing the Government procurement from MSEs.
- 1.32.7 The bids shall be evaluated on the basis of final landing cost which shall be arrived as under:

**For goods manufactured in India**

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

**For goods manufactured abroad**

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

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

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

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

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

1.32.9 Orders for imported stores need not necessarily be on FOB/FCA basis rather or be on the basis of any of the incoterm specified in ICC Incoterms 2020 as may be amended from time to time by the ICC or any other designated authority and favourable to the purchaser.

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

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

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

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

### **1.33 Contacting the Purchaser**

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

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

### **1.34 Post qualification**

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

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

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

## **F. AWARD OF CONTRACT**

### **1.35 Negotiations**

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

### **1.36 Award Criteria**

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

### **1.37 Option Clause**

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

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

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

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

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

### **1.40 Notification of Award**

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

- 1.40.2 Until a formal contract is prepared and executed, the notification of award should constitute a binding contract.
- 1.40.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 1.43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security.

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

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

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

#### **1.42 Order Acceptance**

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

#### **1.43 Performance Security**

- 1.43.1 Within 21 days of receipt of the notification of award/PO, the Supplier shall furnish performance security (PS) in the amount specified in SCC, valid till 60 days after the warranty period.
- 1.43.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 1.43.3 The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India and denominated in the currency of the contract in the case of offers received for supply from foreign countries or in equivalent Indian rupees in case the performance security is submitted by the Indian Agent.
- 1.43.4 In the case of imports, the PS may be submitted either by the principal or by the Indian agent and, in the case of purchases from indigenous sources, the PS may be submitted by either the manufacturer or their authorized dealer/bidder.
- 1.43.5 The Performance security shall be in one of the following forms:
- (a) A Bank guarantee or stand-by Letter of Credit issued by a Nationalized/ Scheduled bank located in India or a Foreign bank with preferably its operating

branch in India in the form provided in the bidding documents. Or

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

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

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

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

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

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

#### **1.44. Pre-bid Conference (PBC)**

1.44.1 A Pre-bid Conference shall be held as indicated in invitation to bid, if any. All prospective bidders are requested to kindly attend the Pre-bid Conference. In order to facilitate the purchaser the proper conduct of the Pre-bid Conference, all prospective bidders are requested to kindly submit their queries (with envelope bearing Tender No. and Date on top and marked "Queries for Pre-bid Conference") so as to reach the purchaser as indicated in invitation to bid. The purchaser shall answer the queries during the pre-bid conference, which would become a part of the proceedings of the Pre-bid Conference. The proceeding of the Pre Bid Conference would be hosted on the website of the purchaser. Before formulating and submitting their bids, all prospective bidders are advised to surf through the purchaser's website after the Pre-bid Conference, in order to enable them take cognizance of the revised tender conditions.

#### **1.45 Integrity Pact**

1.45.1 Integrity Pact binds both buyers and sellers to ethical conduct and transparency in all activities from pre-selection of bidders, bidding and contracting, implementation, completion and operation related to the contract.

1.45.2 The Integrity pact essentially envisages an agreement between the prospective vendors/bidders and the buyer, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract. Only those vendors/bidders, who commit themselves to such a Pact with the buyer, would be

considered competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification. The essential ingredients of the Pact include:

- i) Promise on the part of the Purchaser to treat all bidders with equity and reason and not to seek or accept any benefit, which is not legally available;
- ii) Promise on the part of bidders not to offer any benefit to the employees of the Purchaser not available legally and also not to commit any offence under Prevention of Corruption Act, 1988 or Indian Penal Code 1860;
- iii) Promise on the part of bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts; etc.
- iv) Undertaking (as part of Fall Clause) by the bidders that they have not and will not sell the same material/equipment at prices lower than the bid price;
- iv) Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates;
- v) Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary;
- vi) Bidders to disclose any past transgressions committed over the specified period with any other company in India or Abroad that may impinge on the anti-corruption principle;
- vii) Integrity Pact lays down the punitive actions for any violation.

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

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

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

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

1.45.7 The modal format of IP is at Chapter-8.



**Special Instructions to the Bidders for the e-submission of the bids online through the e-Procurement Portal etenders.gov.in**

- a) Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA/GNFC/IDRBT/MtnTrustline/SafeScript/TCS.
- b) Bidder then logs into the portal giving user id / password chosen during enrollment.
- c) The e-token that is registered should be used by the bidder and should not be misused by others.
  - d) DSC once mapped to an account cannot be remapped to any other account. It can only be Inactivated.
- e) The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
- f) After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
- g) The BOQ template must not be modified /replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
- h) If there are any clarifications, this may be obtained online through the e-Procurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
- i) Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
- j) Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
- k) The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids
- l) The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
- m) There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
- n) It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids Which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.

- o) In case of Offline payments, the details of the Earnest Money Deposit(EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected.
- p) The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
- q) The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
- r) At the time of freezing the bid, the e-Procurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
- s) After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
- t) Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
- u) The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected v) The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
- w) All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
- x) During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer(SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
- y) The bidders are requested to submit the bids through online e-Procurement system to the TIA well before the bid submission end date and time (as per Server System Clock).

**CHAPTER 2**  
**CONDITIONS OF CONTRACT**  
**A      GENERAL CONDITIONS OF CONTRACT (GCC)**  
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## **GENERAL CONDITIONS OF CONTRACT (GCC)**

### **2.1 Definitions**

#### **2.1.1**

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

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

**(o) For definitions regarding terms in Make in India please refer to Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 by Ministry of Commerce and Industry, Government of India and any amendment / revisions thereof.**

(p) For definitions regarding terms in MSE refer MSE order 2012 and amendments and revisions thereof.

(q) **For registration of bidders quoting for products from countries that share land border with India refer to Order No. P-45021/112/2020-PP(BE-II)(E-43780) dated 24.08.2020 of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade and any amendments thereon.**

## **2.2 Contract Documents**

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

## **2.3 Code of Integrity**

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

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

## **2.4 Joint Venture, Consortium or Association**

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

## **2.5 Scope of Supply**

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

## **2.6 Suppliers' Responsibilities**

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

## **2.7 Contract price**

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

## **2.8 Copy Right**

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

## **2.9 Application**

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

## **2.10 Standards**

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

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

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

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

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

## **2.12 Patent Indemnity**

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

(a) the installation of the Goods by the Supplier or the use of the Goods in India;  
and

(b) the sale in any country of the products produced by the Goods.

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

## **2.13 Performance Security**

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

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

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

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

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

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

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

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

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

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

## **2.14 Inspections and Tests**

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

## **2.15 Packing**

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



consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

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

## **2.16 Delivery and Documents**

- 2.16.1 Delivery of the Goods and completion and related services shall be made by the supplier in accordance with the terms specified by the Purchaser in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 2.16.2 The terms FOB, FCA, CIF, CIP, etc. shall be governed by the rules prescribed in the current edition of the Inco terms published by the International Chambers of Commerce, Paris.
- 2.16.3 The mode of transportation shall be as specified in SCC. In case the purchaser elects to have the transportation done through Air, then air lifting needs to be done through Air India only. In case Air India does not operate in the Airport of despatch, then the bidder is free to engage the services of any other Airlines.

## **2.17 Insurance**

- 2.17.1 Should the purchaser elect to buy on CIF/CIP basis, the Goods supplied under the Contract shall be fully insured against any loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in SCC.
- 2.17.2 Where delivery of the goods is required by the purchaser on CIF or CIP basis the supplier shall arrange and pay for Cargo Insurance, naming the purchaser as beneficiary and initiate & pursue claims till settlement, on the event of any loss or damage.
- 2.17.3 Where delivery is on FOB or FCA basis, insurance would be the responsibility of the purchaser.
- 2.17.4 With a view to ensure that claims on insurance companies, if any, are lodged in time, the bidders and /or the Indian agent shall be responsible for follow up with their principals for ascertaining the dispatch details and informing the same to the Purchaser and he shall also liaise with the Purchaser to ascertain the arrival of the consignment after clearance so that immediately thereafter in his presence the consignment could be opened and the insurance claim be lodged, if required, without any loss of time. Any delay on the part of the bidder/Indian Agent would be viewed seriously and he shall be directly responsible for any loss sustained by the purchaser on the event of the delay.

## **2.18 Transportation**

- 2.18.1 Where the Supplier is required under the Contract to deliver the Goods FOB,

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

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

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

## **2.19 Incidental Services**

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

## **2.20 Spare Parts**

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

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

## **2.21 Warranty**

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

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

- 2.21.3 Unless otherwise specified in the SCC, the warranty shall remain valid for Twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for Eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 2.21.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 2.21.5 Upon receipt of such notice, the Supplier shall, within a reasonable period of time, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 2.21.6 If having been notified, the Supplier fails to remedy the defect within a reasonable period of time; the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
- 2.21.7 Goods requiring warranty replacements must be replaced on free of cost basis to the purchaser.

## **2.22 Terms of Payment**

- 2.22.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as specified in the SCC.
- 2.22.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to Delivery and document Clause of the GCC and upon fulfilment of other obligations stipulated in the contract.
- 2.22.3 Payments shall be made promptly by the Purchaser but in no case later than thirty (30) days after submission of the invoice or claim by the Supplier. While claiming the payment, the supplier should certify in the bill/invoice that the payment being claimed strictly in terms of the contract and all obligations on the part of the supplier for claiming the payment have been fulfilled as required under the contract.
- 2.22.4 Payment shall be made in currency as indicated in the contract.

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

- 2.23.1 The Purchaser may at any time, by written order given to the Supplier pursuant to Clause on Notices of the GCC make changes within the general scope of the Contract in any one or more of the following:
- (a) Increase or decrease in the quantity required, exercise of quantity opinion clause;

- (b) Changes in schedule of deliveries and terms of delivery;
- (c) The changes in inspection arrangements;
- (d) Changes in terms of payments and statutory levies;
- (e) Changes due to any other situation not anticipated;

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

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

## **2.24 Assignment**

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

## **2.25 Subcontracts**

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

## **2.26 Extension of time.**

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

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

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

## **2.27 Liquidated Damages**

2.27.1 Subject to GCC Clause on Force Majeure, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services or contract value in case the delivered price of the delayed goods or unperformed

services cannot be ascertained from the contract, for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the Percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause on Termination for Default.

## **2.28 Termination for Default**

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

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

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

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

## **2.29 Force Majeure**

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

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

2.29.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 21 days of its occurrence.

Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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

## **2.30 Termination for Insolvency**

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

## **2.31 Termination for Convenience**

- 2.31.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 2.31.2 The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
- (a) To have any portion completed and delivered at the Contract terms and prices; and/or
  - (b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

## **2.32 Settlement of Disputes**

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

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

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

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

2.32.5 Notwithstanding, any reference to arbitration herein,

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

## **2.33 Governing Language**

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

## **2.34 Applicable Law**

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

## **2.35 Notices**

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

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

## **2.36 Taxes and Duties**

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

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

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

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

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

## **2.37 Right to use Defective Goods**

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

## **2.38 Protection against Damage**

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

- (a) Voltage 230 volts – Single phase/ 400 V 3 phase (+ / - 10%)
- (b) Frequency 50 Hz.

## **2.39 Site preparation and installation**

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

## **2.40 Import and Export Licenses**

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



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

#### **2.41 Risk Purchase Clause**

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

#### **2.42 Option Clause**

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

#### **2.43 Integrity Pact**

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

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

#### **2.44 Order Acceptance**

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

**B**      **SPECIAL CONDITIONS OF CONTRACT**

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<b>Sl. No.</b>	<b>GCC Clause</b>
01.	GCC 2.1.1 (m)
02.	GCC 2.1.1 (n)
03.	GCC 2.13.1
04.	GCC 2.15.2
05.	GCC 2.16.1
06.	GCC 2.16.3
07.	GCC 2.17.1
08.	GCC 2.21.3
09.	GCC 2.22.1
10.	GCC 2.27.1
11.	GCC 2.27.1
12.	GCC 2.34.1
13.	GCC 2.35.1
14.	GCC 2.43.1
15.	GCC 2.43.2

### Special conditions of contract (SCC)

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

S.N.	GCC Clause Ref	Condition
1	GCC 2.1.1(l)	The Purchaser is: <b>Director, CSIR –CMERI, Durgapur</b>
2	GCC 2.1.1(m)	The Final Destination is: <b>CSIR –CMERI, Durgapur-713209</b>
3	GCC 2.13.1	The amount of the <b>Performance Security</b> shall be <b>10%</b> of the Contract Value.
4	GCC 2.15.2	<p>The marking and documentation within and outside the packages shall be:</p> <p>(a) Each package should have a packing list within it detailing the part No(s), description, quantity etc.</p> <p>(b) Outside each package, the contract No., the name and address of the purchaser and the final destination should be indicated on all sides and top.</p> <p>(c) Each package should be marked as 1/x, 2/x, 3/x.....x/x, where “x” is the total No. of packages contained in the consignment.</p> <p>(d) All the sides and top of each package should carry an Appropriate indication/ label/ stickers indicating the precautions to be taken while handling/storage.</p>
5	GCC 2.16.1	<p>Details of Shipping and other Documents to be furnished by the Supplier are:</p> <p><u>For goods manufactured within India</u></p> <p>Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by registered post / speed post and copies thereof by FAX/Email.</p> <p>(a) Two copies of Supplier's Invoice indicating, <i>inter-alia</i> description and specification of the goods, quantity, unit price, total value;</p> <p>(b) Packing list;</p> <p>(c) Certificate of country of origin;</p> <p>(d) Insurance certificate, if required under the contract;</p> <p>(e) Railway receipt/Consignment note;</p> <p>(f) Manufacturer's guarantee certificate and in-house inspection certificate;</p> <p>(g) Inspection certificate issued by purchaser's inspector, if any; and</p> <p>(h) Any other document(s) as and when required in terms of the contract.</p>

		<p>Note:</p> <p>01. <b>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).</b></p> <p>02. <b>The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</b></p> <p><u>For goods manufactured abroad</u></p> <p>Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by Registered Post/courier and copies thereof by FAX/Email.</p> <p>(a) Two copies of supplier's Invoice giving full details of the goods including quantity, value, etc.;</p> <p>(b) Packing list;</p> <p>(c) Certificate of country of origin issued by supplier;</p> <p>(d) Manufacturer's guarantee and Inspection certificate;</p> <p>(e) Inspection certificate issued by the Purchaser's Inspector, if any;</p> <p>(f) Insurance Certificate, if required under the contract;</p> <p>(g) Name of the Vessel/Carrier;</p> <p>(h) Bill of Lading;</p> <p>(i) Any other document(s) as and when required in terms of the contract.</p> <p>Note:</p> <p>01. <b>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).</b></p> <p>02. <b>The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</b></p>
6	GCC 2.16.3	<p>In case of supplies from within India, the mode of transportation shall be by <b>Road. (retain one only)</b></p> <p>In case of supplies from abroad, the mode of transportation shall be by air and then road.</p>
7	GCC 2.17.1	<p>The Insurance shall be for an amount equal to 110% of the CIF value of the contract from within "warehouse to warehouse (final destination)" on "all risk basis" including strikes, riots and civil commotion.</p>
8	GCC 2.21.3	<p>The period of validity of the Warranty shall be</p>

		60 months from the date of acceptance. The warranty will start after completion of all contractual formalities like installation, demonstration, training and other obligations.
9	GCC2.22.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><b><u>Payment for Goods supplied from abroad:</u></b></p> <p><b>Foreign LC Payment of foreign currency portion shall be made in currency of the Contract in the following manner:</b></p> <p><b>(a) On Shipment: Eighty percent (80%) of the Contract Price of the Goods shipped shall be paid through irrevocable letter of credit opened in favour of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 2.16.</b></p> <p><b>(b) On Acceptance: Twenty percent (20%) of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of Goods and successful installation &amp; commissioning and training upon submission of claim supported by the acceptance certificate issued by the Purchaser along with the Performance security, if any.</b></p>
	GCC 2.22.1	<p>The L/C will be confirmed at the suppliers cost, if requested specifically by the supplier. All bank charges abroad shall be to the account of the beneficiary i.e. supplier and all bank charges in India shall be to the account of the opener i.e. purchaser. If L/C is requested to be extended/ reinstated for reasons not attributable to the purchaser, the charges thereof would be to the suppliers' account. Payment of local currency portion shall be made in Indian Rupees within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed. The LC for 100% value of the contract shall be established after deducting the agency commission payable if any, to the Indian agent from the FOB/FCA value.</p> <p><b><u>Payment for Goods and Services supplied from India:</u></b></p> <p><b>The payment shall be made in Indian Rupees, as follows:</b></p> <p><b>Indian LC</b></p> <p><b>(a) After shipment: Eighty percent (80%) of the Contract Price shall be paid on receipt of the Goods in good condition and upon submission of the documents specified in GCC Clause 16.1</b></p> <p><b>(b) On Acceptance: The remaining Twenty percent (20%) of the Contract value shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate issued by the Purchaser subject to submission of performance security, if any.</b></p> <p><b>Note:</b></p> <p><b>All payments due under the Contract shall be paid after deduction of statutory levies at source (like ESIC, Income Tax, etc.), wherever applicable.</b></p>

10	GCC 2.27.1	The penalty shall be 0.5% per week or part of a week towards late delivery and towards delay in installation and commissioning.
	GCC 2.27.1	The maximum amount of penalty shall be 10%
11	GCC 2.34.1	The place of jurisdiction is Durgapur
12	GCC 2.35.1	For notices, the Purchaser's address is The Director, <b>CSIR-CMERI, Mahatma Gandhi Avenue, Durgapur-713209</b> Attention: Stores and Purchase Officer
13	GCC 2.35.1	Telephone: Electronic mail address <a href="mailto:pur@cmeri.res.in">pur@cmeri.res.in</a> CC to: <a href="mailto:spo.pur@cmeri.res.in">spo.pur@cmeri.res.in</a>
14	GCC 2.43.1	<del>The integrity pact is to be signed by bidder and the principals if any. The signatory should be the authorized signatory.</del>
15	GCC 2.43.2	<del>The name and contact details of the IEMs are as under:</del>

### **CHAPTER 3**

#### **Schedule of Requirements** ***(Notes for internal use only)***

- 3.1 The Schedule of Requirements shall be included in the bidding documents by the Purchaser, and shall cover, at a minimum, a description of the goods and services to be supplied.**
- 3.2 The objective of the Schedule of Requirements is to provide sufficient information to enable bidders to prepare their bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Chapter 5. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITB Clause 1.37.**

### **CHAPTER 3**

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

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

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

Period of delivery shall count from: \_\_\_\_\_

(to be filled by the bidder)

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

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

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

Date: .....

Place: .....

**Signature of the Bidder**

#### **Notes for Bidders:**

- (1) The delivery schedule shall clearly indicate the time period within which the successful bidder must deliver the consignment in full from the date of establishment of LC or from the date of contract or from the date of advance payment etc. It should also indicate separately the time period desired for installation and commissioning of the equipment after arrival of the consignment at the premises of the Purchaser.
- (2) The date or period for delivery should be carefully specified, taking into account
  - (a) The implications of delivery terms stipulated in the Instructions to Bidders pursuant to the Incoterms rules (i.e., EXW, or CIF, CIP, FOB, FCA terms—that “delivery” takes place when goods are delivered to the carriers), and
  - (b) The date prescribed herein from which the delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit, date of releasing advance payment etc.).

## **Chapter 4**

### **Specifications and Allied Technical Details**

#### **4.1 End Use: SUPPLY, INSTALLATION & COMMISSIONING, DEMONSTRATION AND TRAINING OF ENTERPRISE GRADE CORE SWITCHES, ENTERPRISE GRADE DISTRIBUTION SWITCHES, EDGE SWITCHES AND COMPLIANT NMS SOFTWARE**

#### **4.2 Specifications**

<b>1. Enterprise Grade Core Switches - 2 nos.</b>				
<b>Sl. No.</b>	<b>Parameter</b>	<b>Specification/ Description</b>	<b>Compliance (Yes/No), mention deviation, if any</b>	<b>Reference from Technical Data Sheet/ Website</b>
1	Make	Mention make of the proposed switch in the compliance column		
2	Model	Mention model of the proposed switch in the compliance column		
3	<b>GENERAL FEATURES</b>			
3.1	Form Factor	19 Inch Rack Mountable Ethernet Switch (to be supplied with all accessories for mounting)		
3.2	Ports	Min 4 slot modular/ chassis/ equivalent stackable switch with 48 x SFP+ ports, 8 x QSFP+ ports, with future scalability option to at least 8 x 100G ports from Day 1		
3.3	SFP Transceivers	Switch should be loaded with 32 Nos. LR SFP+ , 5 Nos. SR SFP+ modules and 10 nos. SFP+ to SFP+ 5M twinax cable		
3.4	IPv6 Compliance	All functionalities of switch shall be IPv6 compliant, and it should work on IPv6 Platform without any additional hardware/software/license		
3.5	End of Sale	OEM End of Sale declaration shall not have been released for the quoted model at the time of the bid submission		
3.6	Latest OS Version	The Switches shall be supplied with the latest OS Version and all proposed Switches should have same OS		



3.7	Feature Availability	All the specified features/parameters/ certifications must be available on the Technical Bid opening date. Features/parameters/certifications proposed to be available in near future/on roadmap shall not be considered. Switch should support Fabric or virtualization deployment. Switch should support technology to empower a seamless transition to an agile, software defined virtualized networking solution as Fabric or Virtualization.		
3.8	Layer-3 Support	Switches must be managed layer - 3 type for better broadcast Segmentation		
3.9	Port status display	Each port must have a dedicated LED status display		
3.10	Operating temperature	Switch should comply to operating Temperature range 10 degree C to 45 degree C and can sustain upto 60% RH or more.		
3.11	Power supply	N+1 redundant power supply must be included (In case of stackable, all switches should be supplied with redundant power supply)		
4	<b>HARDWARE SPECIFICATIONS</b>			
4.1	Backplane Bandwidth	At least 2.5 Tbps Switching bandwidth		
4.2	Packet throughput	1000 Mpps or more		
4.3	MAC Addresses	82K or More		
4.4	VLANs (802.1q tagged VLAN)	Should support 4000 or more concurrent VLANs		
5	<b>STANDARDS AND PROTOCOLS</b>			
5.1	Loop Protection	802. 1s MSTP (Multiple Spanning Tree Protocol)		
		802.1w RSTP (Rapid Spanning tree protocol)		
		Should support G.8032 or equivalent for ethernet ring protection switching		
5.2	Link Aggregation	802. 3ad link aggregation		
5.3	QoS Support	At least 8 Nos. of 802.1p priority Queues per port		
5.4	IP Multicast	IGMPv1, v2, v3 Snooping, MLD Snooping v1 & v2		
5.5	Port	Port Mirroring must be available		

	Mirroring/Span port			
6	<b>ROUTING FEATURES</b>			
6.1	Routing protocols	The switch shall support minimum 10K IPv4 and IPv6 routes and should be enabled with OSPF & VXLAN from day 1		
6.2	Routing redundancy	Must support VRRP for IPv4 and IPv6 from day 1		
7	<b>SECURITY FEATURES</b>			
7.1	Port Security	MAC and 802.1X based login must be available from day 1		
		MAC Address based lockdown and limited learning		
		All the supplied switched must be able to support MACsec with AES-based encryption on all the ports for end-to-end deployment		
7.2	Access control Lists	Min 2000		
8	<b>MANAGEMENT AND MONITORING</b>			
8.1	Management	Following in-band management methods should be available:		
8.1a		Secure Web based management (On https)		
8.1b		SSH based management (SSH/SSHv2), SNMPv1,v2, and v3		
8.1c		Switch must support standards-based operations and management tools for connectivity fault management (802.1ag or equivalent)		
8.2	Out - of band management	Following out-of- band management methods should be available:		
8.2a		Serial/ equivalent console port		
8.2b		Management ethernet port		
9	Log management	Syslog should be supported with multiple syslog destinations		
10	Flow export	Shall support NetFlow/IPFIX/sFlow for flow exports		
11	Time Synchronization	Time synchronization using Network time protocol must be available		
12	Configuration backup & restore	The switch shall have feature of backing up the configuration & restoring a backed-up configuration. Multiple configuration files should be		

		supported. Should have USB interface/ other similar mechanism for taking backup locally.		
13	TFTP/FTP upload and download	Config/ image upload and download from TFTP/FTP server should be available		
14	SDN	Switch should support Openflow or equivalent technology to seamlessly integrate with centralized management platform to achieve complete LAN automation.		
15	<b>CERTIFICATIONS</b>			
15.1	EMI Certifications	Switch should have EMI CERTIFICATE of FCC/IC and CE or equivalent Indian Standard.		
15.2	Safety Certifications	Switch should have SAFETY CERTIFICATE of UL or equivalent Indian standard.		
15.3	Environmental Certifications	Switch should have ENVIRONMENTAL CERTIFICATE of RoHS or equivalent Indian standard.		

<b>2. Enterprise Grade Distribution Switches - 24 nos.</b>				
Sl. No.	Parameter	Specification/ Description	Compliance (Yes/No), mention deviation, if any	Reference from Technical Data Sheet/ Website
1.	Make	Mention make of the proposed switch in the compliance column		
2.	Model	Mention model of the proposed switch in the compliance column		
3.	<b>GENERAL FEATURES</b>			
3.1	Form Factor	19 Inch Rack Mountable Ethernet Switch (to be supplied with all accessories for mounting)		
3.2	Ports	Switch should support minimum 24x10/100/1000 Base-T ports and minimum 4x10G SFP+ available from day 1		
3.3	Upgradability	Switch should have option for scalability to minimum two 40Gbps uplink ports (without aggregation) from day 1		
3.4	SFP Transceivers	Each switch must be supplied with 2x10G LR SFP+ modules		
3.5	IPv6 Compliance	All functionalities of switch shall be IPv6 compliant, and it should		

		work on IPv6 Platform without any additional hardware/software/license		
3.6	End of Sale	OEM End of Sale declaration shall not have been released for the quoted model at the time of the bid submission		
3.7	Latest OS Version	The Switches shall be supplied with the latest OS Version and all proposed Switches should have same OS		
3.8	Routing support	Should support both static IPv4 and IPv6 routing.		
		Should support minimum 5K for IPv4 and IPv6 routes		
		It shall also support OSPFv2, OSPFv3 and VXLAN or equivalent from Day 1		
		Should support VRRP		
		Should support for minimum 100 VLANs SVI or RVI interfaces.		
		Should support Jumbo frame (9000 bytes or above)		
		Should support multicast routing PIM - DM for future Scalability in same hardware		
		Switch should support both L2 and L3 features		
3.9	Feature Availability	All the specified features/parameters/ certifications must be available on the technical bid opening date. Features/parameters/certifications proposed to be available in near future /on roadmap shall not be considered.		
3.10	Port status display	Each port must have a dedicated LED status display		
3.11	Operating temperature	Switch should comply to operating Temperature range 10 degree C to 45 degree C and can sustain upto 60% RH or more.		
3.12	Power supply	Should support and supplied with redundant AC power supply and cables		
4.	<b>HARDWARE SPECIFICATIONS</b>			
4.1	Switching performance	Should have at least 208 Gbps for 24 ports switching performance or better		
4.2	Packet throughput	Should have minimum 155 Mpps for 24 ports throughput or better		
4.3	MAC Addresses	Should support at least 32K entries in the MAC table		

4.4	VLANs (802.1Q tagged VLAN)	Should support 4000 or more concurrent VLANs, 802.1Q VLAN & Voice VLAN along with user VLAN		
4.5	Hardware Queues	Should support 8 hardware queues per port and shall support ingress policing and egress shaping		
5.	<b>STANDARDS AND PROTOCOLS</b>			
5.1	Loop Protection	Should support BPDU guard, BPDU filter or similar functionality		
		Should support ITU-T G.8032/802.1D STP/RSTP/MSTP Ethernet Ring protection or equivalent mechanisms designed for loop protection and fast convergence times in ring topologies from day 1.		
5.2	QoS Support	Priority Queue, Class of Service (CoS), Rate Limiting (Bandwidth control), Strict Priority Queue (SPQ), Weighted Round Robin (WRR) or equivalent		
5.3	Priority Queues & Priority Flow	Should support 802.1Q VLAN, 802.1p priority queues, IEEE 802.1ad or better (priority Flow Control)		
5.4	Flow Control	Should support 802.3x flow control		
5.5	DHCP Feature	Should support DHCP local server, DHCP relay and DHCP snooping		
5.6	Port Mirroring	Should support port mirroring		
6.	<b>SECURITY FEATURES</b>			
6.1	Port Security	MAC and 802.1X based login must be available from day 1		
		MAC Address based Lockdown and limited learning		
		Should support security features broadcast, multicast, and unicast storm control		
		Should support security features DoS attack prevention/SYN attack protection/Man in middle attack		
		All the supplied switches must support MACsec with AES-based encryption on all the ports for end-to-end deployment from day-1		
7.	<b>MANAGEMENT AND MONITORING</b>			
7.1	Management	Should support IGMP v1/v2/v3, IGMP snooping. MLD v1/v2,		

		SNMPv2c/v3, LLDP from day 1		
7.1a.		Should support management features like SNMP and RADIUS authentication		
7.1b.		Should support transceiver Digital Diagnostic Monitoring for optical ports		
7.1c.		Should support console port and telnet/SSH based management		
7.2	Log management	Syslog shall be supported with multiple syslog destinations		
7.3	Time Synchronization	Time synchronization using Network time protocol must be available		
7.4	Configuration backup & restore	The switch shall have feature of backing up the configuration & restoring a backed up configuration. Should have USB interface/ other similar mechanism for taking backup locally.		
7.5	TFTP/FTP upload and download	Config/ image upload and download from TFTP/FTP server should be available		
7.6	SDN	Switch should support Openflow or equivalent technology to seamlessly integrate with centralized management platform to achieve complete LAN automation.		
8.	<b>CERTIFICATIONS</b>			
8.1	EMI Certifications	Switch should have EMI CERTIFICATE of FCC/IC and CE or equivalent Indian Standard.		
8.2	Safety Certifications	Switch should have SAFETY CERTIFICATE of UL or equivalent Indian standard.		
8.3	Environmental Certifications	Switch should have ENVIRONMENTAL CERTIFICATE of RoHS or equivalent Indian standard.		

<b>3. Edge Switches - 06 nos.</b>				
Sl. No.	Parameter	Specification/ Description	Compliance (Yes/No), mention deviation, if any	Reference from Technical Data Sheet/ Website
1.	Make	Mention make of the proposed switch in the compliance column		
2.	Model	Mention model of the proposed switch in the compliance column		

3.	<b>GENERAL FEATURES</b>			
3.1	Form Factor	19 Inch Rack Mountable Ethernet Switch (to be supplied with all accessories for mounting)		
3.2	Ports	Switch should have minimum of 24 ports 10/100/1000 Base-T and minimum 2 x 10G SFP+ ports. Switch should support Bi-Directional Transceivers		
3.3	SFP Transceivers	Each switch must be supplied with 2x10G LR SFP+ modules		
3.4	Stackability	Switch should have dedicated stacking or clustering port (except above mention port) from day 1. Stack cable to be provided as per actual site requirements. Switch should support at least 4 switches in a single stack		
3.5	IPv6 Compliance	All functionalities of switch shall be IPv4 and IPv6 compliant, and it should work on IPv4 and IPv6 Platform without any additional hardware/software/license		
3.6	End of Sale	OEM End of Sale declaration shall not have been released for the quoted model at the time of the bid submission		
3.7	Latest OS Version	The Switches shall be supplied with the latest OS Version and all proposed Switches should have same OS		
3.8	Routing support	Should Support Static routing, VXLAN, RIP, IPv6 static routing, IPv6 MLD snooping, IPv6 MLD proxy from day 1		
3.9	Feature Availability	All the specified features/parameters/ certifications must be available on the technical bid opening date. Features/parameters/certifications proposed to be available in near future /on roadmap shall not be considered.		
3.10	Port status display	Each port must have a dedicated LED status display		
3.11	Operating temperature	Switch should comply to operating Temperature range 10 degree C to 45 degree C and can sustain upto 60% RH or more.		
3.12	Power supply	Should support and supplied with redundant AC power supply and cables		
4.	<b>HARDWARE SPECIFICATIONS</b>			
4.1	Switching	Should have at least 128 Gbps		

	performance	switching performance or better		
4.2	Packet throughput	Should have minimum 95 Mpps throughput or better		
4.3	MAC Addresses	Should support at least 32K entries in the MAC table		
4.4	VLAN	Should support 802.1Q VLAN, Voice VLAN along with user VLAN		
4.5	Hardware Queues	Should support 8 hardware queues per port and shall support ingress policing and egress shaping		
5.	<b>STANDARDS AND PROTOCOLS</b>			
5.1	Loop Protection	Should support BPDU guard, BPDU filter or similar functionality		
		Should support ITU-T G.8032/802.1D STP/RSTP/MSTP Ethernet Ring protection or equivalent mechanisms designed for loop protection and fast convergence times in ring topologies from day 1.		
5.2	QoS Support	Priority Queue, Class of Service (CoS), Rate Limiting (Bandwidth control), Strict Priority Queue (SPQ), Weighted Round Robin (WRR) or equivalent		
5.3	Priority Queues & Priority Flow	Should support 802.1Q VLAN, 802.1p priority queues, IEEE 802.1ad or better (priority Flow Control)		
5.4	DHCP Feature	Should support DHCP local server, DHCP option 82, DHCP relay and DHCP snooping		
5.5	Port Mirroring	Should support port mirroring		
6.	<b>SECURITY FEATURES</b>			
6.1	Port Security	Must support 802.1X and MAC address authentication with the ability to dynamically create and assign a VLAN or micro - segmentation/ automation		
		MAC and 802.1X based login must be available from day 1		
		Should support security features broadcast, multicast, and unicast storm control		
		All the supplied switches must support MACsec with AES-based encryption on all the ports for end-to-end deployment from day-1		
6.2	Other security features	Should support DHCP Snooping, TACACS+, Dynamic ARP Inspection, IP Source Guard, Duplicate Address Detection		



		(DAD) snooping and filtering, DHCPv6 Guard, First - Hop Security, neighbour Discovery Inspection, source Guard and router Advertisement Guard from day 1		
7.	<b>MANAGEMENT AND MONITORING</b>			
7.1	Management	Should support MAC filtering and Role based policies, BootP, DHCP relay/Client, IGMPv1/v2 and v3, multi Link Trunking or equivalent from day 1		
7.1a.		Should support management features like SNMP and RADIUS authentication		
7.1b.		Should support transceiver Digital Diagnostic Monitoring for optical ports		
7.1c.		Should support console port and telnet/SSH based management		
7.2	Log management	Syslog shall be supported with multiple syslog destinations		
7.3	Time Synchronization	Time synchronization using Network time protocol must be available		
7.4	SDN	Switch should support Openflow or equivalent technology to seamlessly integrate with centralized management platform to achieve complete LAN automation.		
8.	<b>CERTIFICATIONS</b>			
8.1	EMI Certifications	Switch should have EMI CERTIFICATE of FCC/IC and CE or equivalent Indian Standard.		
8.2	Safety Certifications	Switch should have SAFETY CERTIFICATE of UL or equivalent Indian standard.		
8.3	Environmental Certifications	Switch should have ENVIRONMENTAL CERTIFICATE of RoHS or equivalent Indian standard.		

#### 4. Compliant NMS Software - 1 no.

Sl. No.	Parameter	Compliance (Yes/No), mention deviation, if any	Reference from Technical Data Sheet/ Website
1.	Make of the NMS (Please mention in compliance column)		
2.	Version/ Model (Please mention in compliance column)		
3.	NMS should be virtual / hardware-based appliance and from the same OEM as of that providing switching solution		
4.	Must be able to support minimum 120 Switches from day 1 and should be scalable to support minimum 200 switches on the same physical or virtual appliance		
5.	The dashboard should show the network details and status, event information, and a topology map.		
6.	Must provide centralized management solution that should be able to manage wired switches and monitor any SNMP-enabled managed network devices		
7.	Must allow system-level operations such as device discovery, event management, logging and application maintenance to be performed centrally.		
8.	Must provide the capabilities to modify, filter, and create your own flexible views of the network. Must provide an audit trail (event log) with local storage (in case of appliance).		
9.	Must allow scheduled events or tasks that the user can perform behind the scenes or schedule an event for another time in the future.		
10.	Must provide a system wide deployment of VLAN configuration and monitoring capabilities by identifying different VLANs		
11.	Must support RADIUS/ LDAP Authentication (CSIR-CMERI is already using FortiAuthenticator for authentication purpose)		
12.	Must have SNMP MIB capability to integrate any SNMP compliant device		
13.	Must allow IT administrators to easily define a number of pre-configured network policies, and designate select personnel to activate/ deactivate these policies as appropriate		
14.	Must provide a detailed inventory of products organized by device type.		
15.	Must support the ability to present detailed configuration information including date and time of configuration saved		
16.	Must record the past history (last 1 or more) of device attributes such as configuration changes and reports any changes made to the device		
17.	Must be able to generate valuable, in-depth reports for		

	network inventory for planning purposes.		
18.	Must support the ability to download firmware to single or multiple devices simultaneously and should support automatic or manual backup of configuration		
19.	Must provide a web interface/GUI that contains reporting, dashboards, troubleshooting and monitoring tools.		
20.	Must provide flexible web-based/GUI network view, device views and event logs for the entire infrastructure.		
21.	Must enable diagnosis of network issues like link tampering, network loops, environmental alarms, and failed nodes etc. along with the network performance through near-real-time flow analysis.		
22.	Must provide port level analysis capability and report generation.		
23.	Should have the ability to get actionable business insights and speeding up troubleshooting by separating network from applications		
24.	NMS should support any topology regardless of the number of switches connected and regardless of how they are connected		
25.	The proposed solution should provide Network infrastructure hierarchy visualization for fault impact and troubleshooting		
26.	The tool should be able to identify path taken from source to destination		
27.	Ability to configure workflows to automate tasks		
28.	All features and functionalities asked in the above detailed spec shall be included from day one with all necessary licenses and required hardware/appliance		

Scope of Work and Other Terms		
Sl. No.	Specification/ Description	Compliance (Yes/No), mention deviation, if any
1	Supply: All the quoted switches, fiber modules and NMS must be from same OEM for better integration and should be compatible to work with the existing edge network infrastructure (Mainly comprising of CISCO, 3Com, HP Aruba, Zyxel and Extreme make switches L2 and basic L3 switches).	
2	All the compliances should be shared with cross reference documents mentioning the features and/or should be with signed letter head of respective OEM .	
3	The OEM should also have 24x7 TAC support with Indian Toll free number and RMA depot in India. The details of claimed support center(s) should be reflected in official website/documents.	
4	OEM End-of-sale declaration shall not have been released for the quoted model at the time of the bid submission.	

5	All the specified features/ parameters/ certifications must be available on the Technical Bid opening date. Features/ parameters/ certifications proposed to be available in near future/ on roadmap shall not be considered. Switch should support technology to empower a seamless transition to an agile, software-defined virtualized networking solution.	
6	Warranty: <b>5 years</b> comprehensive Advance replacement India Next Business Day warranty for all quoted products from date of project handover. All the quoted products must be supported for at service for at least <b>10 years</b> from date of quote.	
7	All the supplied components need to be installed, configured, commissioned and integrated with the existing LAN infrastructure with satisfactory demonstration of the required features and backbone network performance of 10Gbps	
8	Bidder must have at least <b>3 years</b> of sales & implementation experience with the same OEM.	
9	The bidder must deploy OEM certified engineers for implementation of the data network.	
10	Installation includes uninstallation of old core and distribution switches for replacement of the same with newly supplied switches by seeking minimal network downtime.	
11	Two Core switches should be configured in Active-Passive/ Active-Active mode with auto-failover configuration for high availability and should have proper loop protection in OFC network.	
12	Configuration of all switches to forward the logs to a properly configured Syslog server (hardware would be provided by CSIR-CMERI) to log all the activities with MAC address of the end-points for regulatory compliance.	
13	Migration of all old VLANs to newly installed switch networks along with installation, configuration and satisfactory commissioning with 10Gbps backbone link. This includes migration of existing VLANs of WiFi network comprising of CISCO AP (AIR-CAP-2702I), CISCO Catalyst-2960-CX switches and CISCO 2504 Controllers. Existing multi-OEM network inventories comprised of total 105 nos. of managed network devices (including those which needs to be replaced using the proposed 34 nos. of new switches).	
14	Demonstration of successful implementation of 802.1x authentication and port security features alongwith MAC-based authentication from the core to supplied edge switches. (CSIR-CMERI is already using FortiAuthenticator appliance for the authentication service)	
15	Complete documentation of the installed switches, their configuration details and at least five days training to the IT support team of CSIR-CMERI for re-configuration and network monitoring and management through supplied NMS.	

#### **4.3 Scope of Supply and incidental works:**

This tender includes supply, installation, demonstration, training and other services like warranty etc.

#### **4.4 Inspection, Demonstration & Acceptance Tests**

#### **4.4.1 General**

1. The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified here.
2. The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at the point of delivery and/or at the Goods final destination.
3. Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
4. Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
5. The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at final destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.
6. The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
7. With a view to ensure that claims on insurance companies, if any, are lodged in time, the bidders and /or the Indian agent, if any, shall be responsible for follow up with their principals for ascertaining the dispatch details and informing the same to the Purchaser and he shall also liaise with the Purchaser to ascertain the arrival of the consignment after customs clearance so that immediately thereafter in his presence the consignment could be opened and the insurance claim be lodged, if required, without any loss of time. Any delay on the part of the bidder/ Indian Agent would be viewed seriously and he shall be directly responsible for any loss sustained by the purchaser on the event of the delay.
8. Before the goods and equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance Manuals together with Drawings of the goods and equipment built. These shall be in such details as will enable the Purchase to operate, maintain, adjust and repair all parts of the works as stated in the specifications.
9. The Manuals and Drawings shall be in the ruling language (English) and in such form and numbers as stated in the Contract.
10. Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purposes of taking over until such Manuals and Drawing have been supplied to the Purchaser.
11. On successful completion of acceptability test, receipt of deliverables, etc. and after the Purchaser is satisfied with the working of the equipment, the acceptance certificate signed by the Supplier and the representative of the Purchaser will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the equipment.

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

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

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

Nil

#### **4.4.4 Third Party Inspection (delete if not applicable) or elaborate.**

#### **4.4.5 Acceptance Test**

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

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

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

#### **4.5 Training**

**The period of training should be for 5 days after Installation and commissioning by the Service Engineer. Training should cover operation of equipment, operation of facilities, preventive maintenance of equipment (process and supporting facilities) and quality control involved in the equipment. Training should be done by factory trained Service Engineers and Application specialist**

#### **4.6 Warranty**

The warranty of the equipment should be for a period of **5 Years** from the date of acceptance. During the warranty period upgrades of the software, if any should be provided free of cost.

**4.7 Documentation:** The Standard operating procedures for all unit and subunit operations, maintenance schedule, preventive maintenance procedures, operation and maintenance manuals, troubleshooting manuals, videos for training etc. should be done in English and part of the delivery of the equipment. The documentation so given, should be comprehensive, easy to understand and should satisfy the user requirements and the users.

## **CHAPTER 5**

### **Price Schedule Forms** **(Notes for internal use only)**

***This format may be drawn by the labs as per the tender documents. However, an indicative structure of the Price Schedule Forms is provided hereunder for reference.***

#### **Table of Contents**

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

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

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

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

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

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

**Note:**

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

(b) Cost of Spares, if any

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

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

Name \_\_\_\_\_

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



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

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

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

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

**Note:**

Currency \_\_\_\_\_

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

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

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

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

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

Name \_\_\_\_\_

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

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

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

## **CHAPTER 6**

### **Qualification Requirements**

1. The bidder or bidder's PRINCIPAL shall have experience of having executed at least ONE PURCHASE ORDERS / CONTRACTS – **SUPPLY, INSTALLATION & COMMISSIONING, DEMONSTRATION AND TRAINING OF ENTERPRISE GRADE CORE SWITCHES, ENTERPRISE GRADE DISTRIBUTION SWITCHES, EDGE SWITCHES AND COMPLIANT NMS SOFTWARE** WITHIN THE LAST 3 FINANCIAL YEARS (2022-23, 2021-22, 2020-21) or LATEST TO RESEARCH INSTITUTES LIKE IIT, IISER, IISC, DRDO, CSIR LABS AND OTHER RESEARCH INSTITUTIONS OF REPUTE IN INDIA OR REPUTED UNIVERSITIES/RESEARCH LABORATORIES ABROAD. To substantiate the above, documentary evidence shall be submitted along with the offer such as necessary technical details, purchase orders, specification and scope of work, INSTALLATION CERTIFICATE / PERFORMANCE CERTIFICATE etc. Offers without the above are liable for rejection.
1. Bidder should have service center or authorized service center with trained service engineers in India preferably in Eastern India. Service center address, contact person details, phone/fax numbers, email should be provided along with the offer. Proof of service center is to be attached. If there is no service center in India, the offer will be rejected. USERS AS PART OF VERIFICATION MAY VISIT SITE TO CHECK THE AVAILABILITY OF ENGINEERS, SERVICE SETUP ETC. ANY FALSE CLAIM OR USERS NOT BEING SATISFIED WITH SUCH CENTRE, BID IS LIKELY TO BE REJECTED AS UNRESPONSIVE.
2. Bidder must comply with Make in India Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Ministry of Commerce and Industry, Government of India and any amendments thereon. (DOES NOT APPLY TO NON LOCAL SUPPLIER). PRICE PREFERENCE WILL BE GIVEN AS PER THE POLICY OF MII TO CLASS I ONLY.
3. Bidder must be comply with OrderNo.P-45021/112/2020-PP(BE-II)(E-43780) dated 24.08.2020 of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade and any amendments thereon

## **CHAPTER 7**

### **Contract Form**

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

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

BETWEEN

(1) The Council of Scientific & Industrial Research registered under the Societies Registration Act 1860 of the Government of India having its registered office at 2, Rafi Marg, New Delhi-110001, India represented by \_\_\_\_\_ *[ insert complete name and address of Purchaser ]* (hereinafter called "the Purchaser"), and

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

02. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an \_\_\_\_\_ integral part of the Contract:

- (a) This Contract Agreement
- (b) Special Conditions of Contract
- (c) General Conditions of Contract
- (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
- (e) The Supplier's Bid and original Price Schedules
- (f) The Purchaser's Notification of Award
- (g) *[Add here any other document(s)]*

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

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

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

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

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

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

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

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

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

For and on behalf of the Supplier

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

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

**CHAPTER 8**  
**Other Standard Forms**  
**(To be enclosed as indicated below)**  
**Table of Contents**

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

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

**Form –1**

**Bidder Information Form**

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

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

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

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

01.	Bidder's Legal Name <i>[insert Bidder's legal name]</i>
02.	In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>
03.	Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
04.	Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
05.	Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
06	NAME AND ADDRESS OF BANK: BANK ACCOUNT NUMBER: TYPE OF ACCOUNT: IFSC CODE:
07.	Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
08	COUNTRY OF ORIGIN OF PRODUCT (S):
09	ADDRESS OF THE PLACE OF MANUFACTURE / FACTORY / PLACE WHERE LOCAL CONTENT VALUE ADDITION IS DONE BY MANUFACTURER:
10	If item is imported and is from a country sharing land border with India, then Registration certificate details like number, date and validity date:
11	Are you a MSE registered for the Item under procurement: if Yes then furnish details of the certificate, date and validity along with copy of the same.  Do you intend to opt for the purchase preference policies of Government of India as applicable to MSE in this tender?? If So, write Yes::

12	Do you intend to opt for the purchase preference policies of Government of India as applicable by Make in India circular? (if you have said yes to MSE preference above, then you cannot opt for this preference)
13	Are you Class I Vendor or Class II Vendor as defined by Make In India circular. It is mandatory to attach the certificate from the OEM for Local content percentage and place of value addition.
14.	Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> Articles of Incorporation or Registration of firm named in 1, above.

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

Name \_\_\_\_\_

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

Form –2

**MANUFACTURERS' AUTHORIZATION FORM**

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

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

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

*[insert complete name and address of Purchaser]*

WHEREAS

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

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

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

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

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

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



**Form-3**

**BID SECURITY FORM**

Whereas \_\_\_\_\_ (hereinafter called the tenderer") has submitted their offer dated \_\_\_\_\_ for the supply of \_\_\_\_\_ (hereinafter called the tender") against the purchaser's tender enquiry No. \_\_\_\_\_

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

In the sum of \_\_\_\_\_ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**THE CONDITIONS OF THIS OBLIGATION ARE:**

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

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

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

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

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

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

**Form –4**

**Bid-Securing Declaration Form**

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

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

To (insert complete name and address of the purchaser) I/We.

The undersigned, declare that:

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

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

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

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

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

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

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

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

Corporate Seal (where appropriate)

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

**Form –5**

**PERFORMANCE STATEMENT FORM**

**(For a period of last 5 years)**

**Name of the Firm.....**

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

Signature and Seal of the manufacturer/Bidder

.....

Place :

Date :

Form –6

**DEVIATION STATEMENT FORM**

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

**Signature of Bidder**

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

Place:

Date:

Signature and seal of the  
Manufacturer/Bidder

**NOTE:**

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

**Form –7**  
**SERVICE SUPPORT FORM**

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

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

Place:

Date:

**Form –8**  
**Bid Form**

*[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.]*

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

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

Invitation for Bid No.: *[insert No of IFB]* To: *[insert complete name of Purchaser]* We, the undersigned,

declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda]*;
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services *[insert a brief description of the Goods and Related Services]*;
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies]*;
- (d) The discounts offered and the methodology for their application are:  
**Discounts:** If our bid is accepted, the following discounts shall apply. *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*
- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 1.17.1 from the date fixed for the bid opening, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 1.43 and GCC Clause 2.13 for the due performance of the Contract and also submit order acceptance within 14 days from the date of contract in accordance with ITB Clause 1.42 and GCC Clause 2.44;
- (g) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____

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

Place:

Date:

**Form –9**  
**PERFORMANCE SECURITY FORM**

**MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY**

To,

.....

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

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

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

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

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

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

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

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

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

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

**Form -10**  
**ACCEPTANCE CERTIFICATE FORM**

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

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

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

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

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

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

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

Sl. No.	Description	Amount to be recovered

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

or

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

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

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



For Supplier

For Purchaser

Signature.....Signature.....

Name.....Name.....

Designation.....Designation.....

Name of the firm.....Name of the Lab/Instt.....

Date .....Date.....

**Form –11–**  
**Format of Integrity Pact**

**INTEGRITY PACT**

Between

Council of Scientific & Industrial Research (CSIR) a Society registered under the Indian Societies Act 1860 represented by STORES AND PURCHASE OFFICER, CSIR—CENTRAL MECHANICAL ENGINEERING RESEARCH INSTITUTE, DURGAPUR-713209, WEST BENGAL, INDIA

hereinafter referred to as “The Principal”.

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

**Preamble**

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

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

**Section 1—Commitments of the Principal**

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

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

- ~~(1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.~~
- ~~(a) The Bidder(s)/Contractor(s) will not, directly or through any other Person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.~~
- ~~(b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, Certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.~~
- ~~(c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.~~
- ~~(d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as Annexure.~~
- ~~(e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.~~
- ~~(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.~~

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

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

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

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

## **Section 5 – Previous transgression**

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

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

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

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

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

## **Section 8 – Independent External Monitors**

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

- (7) ~~Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on the CSIR.~~
- (8) ~~If the Monitor has reported to the JS(A), CSIR, a substantiated suspicion of an offence under relevant IPC/PC Act, and the JS(A), CSIR has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.~~
- (9) ~~The word 'Monitor' would include both singular and plural.~~

### **Section 9 — Pact Duration**

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

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

### **Section 10 — Other provisions**

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

---

(For & On behalf of the Principal)

(Office Seal)

Place: DURGAPUR

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

---

(For & On behalf of Bidder/Contractor)

(Office Seal)

Place: .....

Date: .....

Witness 1 : (Name & Address): \_\_\_\_\_

Witness 2 : (Name & Address): \_\_\_\_\_

**FORM – 12**

**Format for declaration by the Bidder for Code of Integrity & conflict of  
interest (On the Letter Head of the Bidder)**

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

**Date** \_\_\_\_\_

To,

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

(Name & address of the Purchaser)

Sir,

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

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

- a
- b
- c

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

Thanking you,

Yours sincerely,

Signature  
(Name of the Authorized Signatory)  
Company Seal

**Form –13**

**PRICE SCHEDULE FORM FOR GOODS BEING OFFERED**

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

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

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

**Note:**

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

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

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

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

Form -14

**BANK GUARANTEE FORM FOR ADVANCE PAYMENT**

To

\_\_\_\_\_  
(name of Purchaser)  
\_\_\_\_\_  
(address of Purchaser)  
\_\_\_\_\_  
(name of Contract)

Gentlemen:

In accordance with the provisions of the Purchase Order no. \_\_\_\_\_, dated \_\_\_\_\_, M/s \_\_\_\_\_, (name and address of Supplier) (hereinafter called "the supplier") shall deposit with \_\_\_\_\_ (name of Purchaser) a bank guarantee to guarantee his proper and faithful performance under the said Clause .... of the Contract in an amount of (amount of guarantee) \* \_\_\_\_\_ (in words).  
\_\_\_\_\_

We, the \_\_\_\_\_ (bank or financial institution), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to (name of Purchaser) on his first demand without whatsoever right of objection on our part and without his first claim to the Supplier, in the amount not exceeding \_\_\_\_\_ (amount of guarantee) \* \_\_\_\_\_ (in words).

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

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the contract until \_\_\_\_\_.

Yours truly,

Signature and seal:

Name of bank/ financial institution: Address:

Date:

\_\_\_\_\_ An amount is to be inserted by the bank or financial institution representing the amount of the Advance Payment.



**Form - 15**

Format for Affidavit of Self Certification regarding Local Content in a R & D  
Equipment TENDER NUMBER:

I \_\_\_\_\_ S/o, D/o, W/o \_\_\_\_\_, Resident of \_\_\_\_\_  
\_\_\_\_\_ do hereby

solemnly affirm and declare as under:

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

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

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

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

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority: (Kindly fill up the below mentioned particulars)

**i. Name and details of the PLACE OF LOCATION OF VALUE ADDITION:**

ii. R &D Equipment for which the certificate is produced

iii. Procuring entity to whom the certificate is furnished

**iv. Percentage of local content claimed:**

This is to certify that the information / details given above are true. If it is found at a later stage that any or all of the certification is found to be false or documents establishing value addition is not produced or insufficient I shall be liable for the false declaration. I shall co-operate with the nodal ministry or the procuring entity for verification of records establishing local content.

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

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

**NOTE: AUTHORISED SIGNATORY AS PER THE PPMI ORDER**

**FORM – 16**

(for details refer P-45021/112/2020-PP(BE-II)(E-43780) dated 24.08.2020 of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade and any amendments thereon.)

**Certificate for subcontracting**

(Applicable and to be provided by bidder in case of subcontracting)

I have read the tender document of tender no. \_\_\_\_\_ along with clause regarding restriction on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from a such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the competent Authority. A valid certificate issued by the competent Authority has been attached with the bid. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

Signature of the bidder

Name of the Signatory

**FORM – 17**

(for details refer P-45021/112/2020-PP(BE-II)(E-43780) dated 24.08.2020 of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade and any amendments thereon.)

**Certificate by bidder for participation**

I have read the tender document of tender No. along with clause regarding restriction on procurement from a bidder of a country which shares a land border with India I certify that this bidder is not from such a country or, if from a such a country, has been registered with the Competent Authority. A valid certificate issued by the competent Authority has been attached with the bid. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.

Signature of the bidder

Name of the Signatory

**Form 18**  
**PRICE SCHEDULE FORM FOR GOODS BEING OFFERED FROM ABROAD**

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

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

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

**Note:**

Currency \_\_\_\_\_

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

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

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

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

Name \_\_\_\_\_

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

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

(d) The Indian agent's commission shall be paid in Indian Rupees only based on the Exchange Rate prevailing on the date of negotiation of documents in accordance with clause 22.1 of GCC.

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

**ANNEXURE 1 (NOT PART OF TENDER DOCUMENT)**  
**(FOR ORDER AND ALL SUBSEQUENT AMENDMENTS PLEASE**  
**VISIT DOE / DIPP WEBSITES)**

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

## **Annexure**

This Annexure provides brief overview of the main tendering related provisions of various policies of the Govt. of India (those related to MSEs, Make in India, Start Up India, DPIIT guidelines etc. Bidders are encouraged in their own interest to go through the original policy documents issued by concerned ministries / departments as these are revised from time to time. For the purpose of tender evaluation and deciding eligibility / ineligibility of bidder's offer, interpretation will be based on the current provisions in the original document of the concerned policy.

### **1. The bidder must**

- i. **Comply with Make in India Order No.** P-45021/2/2017-PP (BE-II) dated 16<sup>th</sup> September 2020 of Ministry of Commerce and Industry, Government of India and any amendments thereon.
- ii. **Comply with Order No.** P-45021/112/2020-PP(BE-II)(E-43780) dated 24.08.2020 of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade and any amendments thereon.

**2. CSIR-IICT is registered with Dept. of Scientific & Industrial Research, Govt. of India** and GST & IGST are leviable vide Notification No.47/2017-Integrated Tax (Rate) and Notification No.45/2017-Central Tax (Rate) both dated 14th November, 2017.

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

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

b. Products / goods manufactured by micro and small enterprises as per MSE order 2012 and any amendments thereon. If the bidder wants to avail the Purchase preferences, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the preview of public procurement policy for micro and small enterprises. In respect of bid for services, the bidder must be the service provider of the offered service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. The aforesaid Policy is meant for procurement of only goods produced and Services rendered by MSEs and not for any trading activities by them. An MSE unit will not get any Purchase Preference over any other MSE Unit. In case a bidder is eligible to seek benefit under Purchase PP- MAKE IN INDIA policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against only one of the two policies i.e. either MAKE IN INDIA OR MSE policy in BID FORM. The option once exercised cannot be modified subsequently. Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy.

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

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

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

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or

- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture fails under any of the above

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

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

Explanation -

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

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

## **5 Eligibility with respect to Make In India**

- a) In procurement of all goods, services or works in respect of which the Nodal Ministry/Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Ministry of Commerce and Industry, Government of India, shall be eligible to bid irrespective of purchase value.
- b) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub- para 3(a) of Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Ministry of Commerce and Industry, Government of India, and with estimated value of purchases less than Rs 200 Crore, in accordance with Rule 161(iv) of General Finance Rules, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

## **6 Purchase Preference Policies:**

### **A) Purchase Preference Policy in respect of MSEs**

- a) The purchaser intends to give product reservation/purchase preference/price preference in line with current Govt. of India procurement policies to help inclusive national economic growth by providing long term support to Micro and Small enterprises and disadvantaged sections of the society and to address environmental concerns along with preferential market access in govt. procurements.
- b) A bidder in the category of Micro and Small Enterprises (to be supported by valid documents – to be uploaded along with technical bid), qualifying for price-bid and quoting price within price band of L1+15 percent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise shall be allowed to supply upto 25 percent of the total tendered value (ratio of non-MSME and MSME will be 80:20).
- c) In case more than one such Micro and Small Enterprise, the supply shall be shared proportionately.
- d) If the lowest is MSME then the entire order will be finalized on L1.

### **B) Purchase Preference Policy in respect of Make in India**

- a) Subject to the provisions of Order No. P-45021/2/2017-PP (BE-II) dated 16<sup>th</sup> September 2020 of Ministry of Commerce and Industry, Government of India and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to Class-I local supplier' in procurements

undertaken by procuring entities in the manner specified here under.

b) In the procurements of goods or works, which are covered by para 3(b) of Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Ministry of Commerce and Industry, Government of India above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure.

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.

ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

c) In the procurements of goods or works, which are covered by para 3(b) Order No. P-45021/2/2017- PP (BE-II) dated 16th September 2020 of Ministry of Commerce and Industry, Government of India and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Nonlocal supplier', as per following procedure.

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.

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

iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

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

**C) Purchase Preference to Micro and Small Enterprises (MSEs) and Purchase Preference linked with MAKE IN INDIA Order shall be applicable subject to full compliance of other terms and conditions of the RFQ / NIT and Contract. As per Government of India procurement policies. The purchaser intends to give purchase preference to:**

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

**2. Products / goods manufactured by micro and small enterprises as per MSE order 2012 and any amendments thereon. If the bidder wants to avail the Purchase preferences, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the preview of public procurement policy for micro and small enterprises. In respect of bid for services, the bidder must be the service provider of the offered service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. The aforesaid Policy is meant for procurement of only goods produced and Services rendered by MSEs and not for any trading activities by them. An MSE unit will not get any Purchase Preference over any other MSE Unit. In case a bidder is eligible to seek benefit under Purchase PP- MAKE IN INDIA policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against only one of the two policies i.e. either MAKE IN INDIA OR MSE policy in BID FORM. The option once exercised cannot be modified subsequently. Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy.**

**D) For price matching opportunities and distribution of quantities among bidders (bidder's option to avail any one out of two applicable purchase preference policies, i.e., MAKE IN INDIA 2020 or PPP-2012 will be considered), the precedence shall be in the following order:**

a. Public Procurement Policy for MSE 2012

b. Purchase Preference MAKE IN INDIA 2020

1. Purchase preference shall be given to all Class I and Class II local suppliers in all procurements undertaken by the purchaser in the following manner:

(a) Where the purchaser has restricted the eligibility of suppliers to Indian suppliers only as per para 23 of the invitation to bid.



(b) In the procurements of goods or works, which are covered by para 3(b) of Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Ministry of Commerce and Industry, Government of India and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Nonlocal supplier', as per following procedure.

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.

ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurements of goods or works, which are covered by para 3(b) of Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Ministry of Commerce and Industry, Government of India and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over Class-II local supplier as well as 'Non-local supplier', as per following procedure.

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.

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

iii. In case such lowest eligible 'Class-I local supplier fails to match the L1 price, the Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

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

(e) Margin of Purchase Preference will be as per Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Ministry of Commerce and Industry, Government of India

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

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

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

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

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

7. For price matching opportunities and distribution of quantities among bidders (bidder's option to avail any one out of two applicable purchase preference policies, i.e., MAKE IN INDIA 2020 or PPP-2012 will be considered), the precedence shall be in the following order:

i. Public Procurement Policy for MSE 2012

ii. Purchase Preference MAKE IN INDIA 2020

**NOTE ABOUT 'LOCAL CONTENT': As per Letter No. P- 45021/102/2019-PP(BEII)(E-29930) dated 26.11.2020 and OM P- 45021/102/2019-PP(BE-II)-BE-Part-**

**(1)(E-50310) dated 04.03.2021 of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade, it is clarified that bidders offering imported products will fall under the category of Non-local suppliers. They cannot claim themselves as Class-I local supplier / Class-II local supplier by claiming the services such as transportation, Insurances, Installation, Commissioning, training and after sales services support like AMC/CMC etc. as local value addition.**