



TENDER/File NO: 1(PEQ)/23/19-20/PUR

Date: 14.01.2020

TENDER DOCUMENT

FOR

THE PROCUREMENT OF

Wavelength Dispersive X-Ray Fluorescence (WD-XRF)

Spectrometer

(Name of the item)

CSIR- North East Institute of Science and Technology
Jorhat – 785 006 (Assam)
INDIA

Tel: 0376- 2372710

EPABX: 2370117, 2370121, 2370139

Email: spo@neist.res.in

CHECK LIST

01	The following information's have invariably given in the Bid (i) Main Item Name & Model No. (ii) Delivery Time (Weeks/Months) (iii) Warranty (Months/Years) Please note that the warranty will start only after successful installation of the Equipment) (iv) Payment Term	
02	Quotation has been submitted on FOR OR Incoterm DDP/DAP (with custom duty @5.5% for comparison), CSIR-NEIST, Jorhat, Assam basis.	
03	A. If the bid is being submitted from within India including from Indian Agent of Foreign Manufacturer, the Bid is being submitted through on-line only. B. Only the <u>Foreign Bidders quoting directly from abroad</u>, may sent offline bids in sealed cover by post/courier.	
04	EMD , if required, has to be sent by post/courier/hand mentioning TENDER Number on envelop to CSIR-NEIST, Jorhat Office or transferred through RTGS/NEFT to reach on or before bid opening time . However, while transferring amount, it must be ensured that the EMD amount so received must not be less than stipulated. Also, a copy of the same may be attached with technical bid. BUT without receipt of BID Security in original in given time, the tender will not be accepted. CSIR-NEIST will not be responsible for any postal delay. For E Transfer the account detail is as under: <u>However, in case of E-transfer, it must be done on or before bid submission end time.</u> Account No. 00000030266871392, Account Name: Director, NEIST Bank: State Bank of India, Branch RRL Jorhat, Assam, IFSC Code: SBIN0005604 MICR Code: 785002007 EMD exemption will be allowed to only MSEs (Micro and Small Enterprises and to Medium Enterprises means for NSIC (manufacturing) or for the category A,B(for Micro and Small only) under Udyog Aadhar (manufacturing) only) against valid NSIC or Udyog Aadhar certificate and it will be applicable only for the bidders who have quoted items of their own manufacturing and not as distributor or dealers of others.	
05	Only Relevant Documents (Technical Brochures/Leaflets Etc.) Required In Support Of The Quoted Item Have Been attached. No Irrelevant Papers like ITCC, User Recommendations etc. Have Been Enclosed Unless Specifically Asked For.	
06	The following Documents/information attached/mentioned with/in technical bid : GST Certificate/GST No., RTGS/Bank details, Latest Partial User List	
07	Single Combined Offer Has Not Been Submitted OR 'Price Bid' Has Not Been attached In The 'Technical Bid'. If it is done, it will be accepted at bidders risk.	
08	The following documents/forms have been attached with the Technical Bid : 1. Technical Bid showing the details of the Items quoted with terms and conditions along with details as per Schedule of Requirement (format as per Chapter 4, Sl. No. 1) 2. Bidders Information form (format as per Chapter 4, Sl. No. 2) 3. Bid/declaration form (format as per Chapter 4, Sl. No. 3) 4. Manufacturers' Authorization Form (MAF) along with a copy of agency agreement between the bidders and Indian Agent, if the bidder is not a manufacturer (format as per Chapter 4, Sl. No. 4) 5. Code of Integrity Form (format as per Chapter 4, Sl. No. 5) 6. Technical Compliance/Deviation Statement form (format as per Chapter 4, Sl. No. 6) 7. Service Support Detail Form (format as per Chapter 4, Sl. No. 7) 8. Bid Security Form (EMD, if bid security is being given in the form of BG) (format as per Chapter 4, Sl. No. 8) 9. Self certification (if Price Preference for Make in India is being claimed) that the item offered meets the minimum local content of 50% giving details of the location(s) at which the local value addition is made in case the bidder wishes to avail the benefits under the make in India policy, if applicable (format as per Chapter 4, Sl. No. 9) For period, etc please see details in ITB. 10. Performance Statement Form (For A Period Of Last 3 Years) (If list is more, please give 3 or 4 pages only) (format as per Chapter 4, Sl. No. 10) 11. Documentary evidence (if exemption and Price Preference is claimed) about the status of the bidder i.e. whether MSE or not, owned by SC/ST or not and whether the MSE is owned by a women entrepreneur or not, if and as applicable. 12. Supporting brochures/catalogues	

सीएसआईआर- उत्तरपूर्वविज्ञानएवंप्रौद्योगिकीसंस्थान

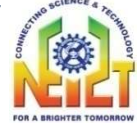


CSIR – NORTH-EAST INSTITUTE OF SCIENCE AND TECHNOLOGY
(Council of Scientific & Industrial Research)

जोरहाट: JORHAT: असम: ASSAM

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NOTICE INVITING GLOBAL/OPEN TENDER

Director, CSIR – NEIST invites Tenders under **Two Bid System** for supply and installation of the following equipment from Original Equipment Manufacturers (Foreign/Indian), Foreign/Indian Principals and their authorized dealers/Indian Agent.

Sl.No.	Tender No.	Description of items	Quantity	Single/ Double bid	Bid Security (EMD) (in Indian Rupees)
1	1(PEQ)/23/19- 20/PUR	Wavelength Dispersive X- Ray Fluorescence (WD- XRF) Spectrometer	1 Set	Two Bid	2,00,000.00
<p>Clarification start date: 14.01.2020 at 11.00 A.M. Clarification end date: 21.01.2020 at 11.00 A.M. Upload of Amendment, if any: 22.01.2020 to 29.01.2020 (if no amendment is there, no notifications will be uploaded) Last Date and Time for Submission of Bids: 12.02.2020 at 11.00 A.M. Date and Time of Opening of (Technical) Bids: 13.02.2020 at 11.00 A.M.</p>					

Interested Bidders may obtain further information and download Tender document from the CPPPortals <https://eprocure.gov.in/cppp> & <https://etenders.gov.in/eprocure/app> and our website <https://www.neist.res.in> free of cost.

However, the bids are to be submitted as under within the date and time indicated above:-

- Online:** If the bid is being submitted from the bidder within India including from Indian Agent of Foreign Manufacturer, the Bid is mandatorily to be submitted through on-line through <https://etenders.gov.in/eprocure/app> only.
- Offline:** Only the **Foreign Bidders quoting directly from abroad**, may sent offline bids in sealed cover by post/courier.

In the event of the date specified for opening being declared as a closed holiday for purchaser's office, the due date for submission of opening of bids will be the following working day at the appointed time.

If EMD exemption is sought on the basis of NSIC/Udyog Aadhar, the bidders must be MSE (Micro and Small Enterprise and not Medium) manufacturer of the quoted item.

The purchaser intends to give price preference in line with the government of India Procurement Policy related to Preference to Micro and Small Enterprises.

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

Stores & Purchase Officer

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CHAPTER 1

INSTRUCTIONS TO BIDDER (ITB)

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A. Introduction

1.1 Eligible Bidders

- 1.1.1 This Invitation for Bids is open to all suppliers.
- 1.1.2 A supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.
- 1.1.3 MSEs would be treated as owned by Scheduled Caste/Schedule Tribe enterprises as under:
- a. In case of proprietary MSE, proprietor(s) shall be SC /ST.
 - b. In case of partnership MSE, the SC/ST partners shall be holding at least 51% (fifty-one percent) shares in the unit.
 - c. In case of Private Limited Companies, at least 51% (fifty-one percent) share shall be held by SC/ST promoters
- 1.1.4 MSEs owned by women shall also be determined as per the above analogy/criteria.
- 1.1.5 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.
- 1.1.6 Bids from Joint Ventures, Consortium or Associations so long as they are formed and registered prior to the bid submission date.
- 1.1.7 The bidders who have been temporarily suspended or removed from the list of registered suppliers by the purchaser or banned from Ministry/country wide procurement shall be ineligible for participation in the bidding process.

1.2 Cost of Bidding

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

1.3 Code of Integrity

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

1.3.2 Code of integrity for Public Procurement:

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

- i) "Corrupt practice": making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii) "Fraudulent practice": any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- iii) "Anti-competitive practice": any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- iv) "Coercive practice": harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- v) "Conflict of interest": participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of purchaser who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the purchaser with an intent to gain unfair advantage in the procurement process or for personal gain; and
- vi) "Obstructive practice": materially impede the purchaser's investigation into allegations of one or more of

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

1.3.3 Obligations for Proactive disclosures

- i) The Purchaser as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to 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. Similarly, voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidder's actions in the tender and subsequent contract.

1.3.4 Punitive Provisions

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

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

B. The Bidding Documents

1.4 Cost of Bidding Documents

- 1.4.1 Interested eligible bidders may see & download the bidding documents from www.etenders.gov.in only as indicated in the invitation for bids/NIT on above or CSIR-NEIST website free of cost.

1.5 Content of Tender Documents

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 have been divided into 9 chapters as under:

1. Instructions to Bidders (ITB)
2. General Conditions of Contract (GCC) and Special Conditions of Contract (SCC)
3. Schedule of Requirements
 - a. General Requirements
 - b. Specifications & Allied Technical Details
 - c. Other requirements
 - d. Documents and declarations to be submitted along with the bid

e. Documents to be submitted by the successful bidder after award of contract

4. Forms

Part I (To be submitted along with the bid)

Part II (To be submitted after award of contract)

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.

1.6.2 The queries, clarifications and amendments issued would also be hosted on the website of the Purchaser for the benefit of the other prospective bidders.

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 bidding documents by amendment. All prospective bidders should visit the above said E-Tender website regularly for the information regarding amendment. The information for same will also be available on CSIR-NEIST website. All prospective bidders are expected to surf the website before submitting their bids to take cognizance of the amendments.

1.7.2 In order to allow prospective bidders' 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 CPPP and website of the Purchaser.

B. Preparation of Bids

The bids being quoted from within India, These are mandatorily to be submitted On-Line. The Bidders are requested to kindly go through the Instructions To Bidder also for Online Bid Submission before Preparation and Submission of Bid. The Document is available on the e-tenders Portal at www.etenders.gov.in>Downloads(available on Left Panel)> Instructions To Bidder for Online Bid Submission

1.8 Language of Bid

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

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

1.9 Purchase Preference Policies

1.9.1 The purchaser intends to give product reservation/purchase preference/price preference in line with current Govt. of India procurement policies to help inclusive national economic growth by providing long term support to Small and Medium enterprises (SMEs) and disadvantaged sections of the society and to address environmental concerns along with preferential market access in govt. procurements.

1.9.2 For the above purpose, local supplier means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed in DIPP Order No.P-45021/2/2017-PP (BE-II) dated 29th May, 2019 or by the competent Ministries/Departments in pursuance of this order and local content means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

1.10 Documents Comprising the Bid

1.10.1. The bid prepared by the Bidder shall include:

A. Technical bid

1. Technical Bid with terms and conditions along with Schedule of Requirement (format as per Chapter 4, Sl. No. 1)

2. Bidders Information form (format as per Chapter 4, Sl. No. 2)
3. Bid/declaration form (format as per Chapter 4, Sl. No. 3)
4. Manufacturers' Authorization Form (MAF) along with a copy of agency agreement between the bidders and Indian Agent, if the bidder is not a manufacturer (format as per Chapter 4, Sl. No. 4)
5. Code of Integrity Form (format as per Chapter 4, Sl. No. 5)
6. Technical Compliance/Deviation Statement form (format as per Chapter 4, Sl. No. 6)
7. Service Support Detail Form (format as per Chapter 4, Sl. No. 7)
8. Bid Security Form (EMD, if bid security is being given in the form of BG) (format as per Chapter 4, Sl. No. 8)
9. Self certification (if Price Preference for Make in India is being claimed) that the item offered meets the minimum local content of 50% giving details of the location(s) at which the local value addition is made in case the bidder wishes to avail the benefits under the make in India policy, if applicable (format as per Chapter 4, Sl. No. 9)

For period, etc please see details in ITB.

10. Performance Statement Form (For a Period of Last 3 Years) (If list is more, please give 3 or 4 pages only) (format as per Chapter 4, Sl. No. 10)

11. Documentary evidence (if exemption and Price Preference is claimed) about the status of the bidder i.e. whether MSE or not, owned by SC/ST or not and whether the MSE is owned by a women entrepreneur or not, if and as applicable.

12. Supporting brochures/catalogues

NOTE: If any document not provided, that can be asked afterwards for confirmation/clarification.

B. Price bid

1. Applicable Price Schedule Form (format as per Chapter 4, Sl. No. 11 & 12)
2. Additional Price Bid can be submitted with all details.

1.11 Bid form and price schedule

1.11.1 Bid Form and the appropriate price schedule form have been given in tender/bid document. Bidder shall furnish the details accordingly.

1.12 Bid Prices

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

1.12.2 Prices indicated on the price-schedule form may/shall be entered separately in the following manner, as applicable:

(a) For Goods manufactured within India

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

(b) For Goods manufactured abroad

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

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

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

1.12.4 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.

1.12.5 **The Purchaser is registered with Dept. of Scientific & Industrial Research, Govt. of India and concessional customs duty and GST & IGST are leviable vide notification no. 54/2002-Customs on all imports covered under notification No.51/96-**

Customs dated 23.07.1996, Notification No.47/2017-Integrated Tax (Rate) and Notification No.45/2017-Central Tax (Rate) both dated 14th November, 2017 and similar State Tax (Rate) notifications.

1.12.6 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.

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

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

1.13 Bid Currencies

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

1.14 Documents Establishing Bidder's Eligibility and qualifications

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

1.14.2 The documentary evidence of the bidders qualification to perform the contract if the bid is accepted shall establish to the purchasers satisfaction that;

- a) The bidder meets the qualification criteria listed in bidding documents, if any.
- (b) Bidder who doesn't manufacture the goods it offers to supply shall submit Manufacturers' Authorization Form (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 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.

1.16 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 bidder; 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 another freely convertible currency 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 by a Nationalized/Scheduled bank/Foreign Bank 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 nationalized / scheduled Indian bank**; or
- b) **Fixed Deposit receipt** pledged in favour of the Lab/Institute (**DIRECTOR, CSIR – NEIST, JORHAT – 785 006, ASSAM**)
- c) **A Banker's cheque** or demand draft in favour of the purchaser issued by any nationalized/scheduled Indian bank.
- d) Online / E-transfer of EMD through RTGS/NEFT in CSIR-NEIST account. Bank Details are :-
Account No. 00000030266871392, Account Name: Director, NEIST Bank: State Bank of India, Branch RRL Jorhat, Assam, IFSC Code: SBIN005604 MICR Code: 785002007
- If submitting through e-transfer, it should be on or before bid submission end time.**
- If not submitting by e-transfer, the bid security should be submitted in its original form. In that case, the Original Bid Security should be sent by post/hand/e-transfer to reach this office on or before bid opening time. Also, a copy of the same may be attached with technical bid. CSIR-NEIST will not be responsible for any postal delay.**
- 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 1.16.10** 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 **EMD Exemption:** Bidders that are currently registered with the purchaser or registered as MSEs will continue to remain registered during the tender validity period also and are exempted from payment of EMD. In case the tenderer falls in these categories, the bidder should furnish a certified copy of its valid registration details. 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.
- 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 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 stipulated period and / or fails to sign the contract and/or fails to furnish Performance Security within stipulated period from the date of contract / order.

1.17 Period of Validity of Bids

- 1.17.1 Bids should remain valid for minimum of **90 days** after the date of bid opening prescribed by the Purchaser. A bid

valid for a shorter period may 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. The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

1.17.3 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 cover (Techno-commercial in one envelop) or in two cover as specified in the Invitation for Bids.

1.18.2 In case the bids are invited on **One cover basis/Single Bid System**, then the bidder shall prepare the techno-commercial bid together.

1.18. In case the bids are invited on **Two cover system/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 schedule. The other part shall contain the price bid comprising bid form and price schedules.

D. Submission of Bids

The bids being quoted from within India, These are mandatorily to be submitted On-Line. The Bidders are requested to kindly go through the Instructions To Bidder also for Online Bid Submission before Preparation and Submission of Bid. The Document is available on the e-tenders Portal at www.etenders.gov.in>Downloads(available on Left Panel)> Instructions To Bidder for Online Bid Submission

1.19 Submission of Bids

1.19.1

A. **Online:** If the bid is being submitted from within including from Indian Agent of Foreign Manufacturer, the Bid is mandatorily to be submitted through on-line through <https://etenders.gov.in/eprocure/app> only.

B. **Offline:** Only the **Foreign Bidders quoting directly from abroad**, may sent offline bids in sealed cover by post/courier.

However, Bid Security must be submitted in Original separately in time by post or by hand.

1.19.2 In the case of bids invited on single cover basis, both technical and financial document are submitted online in one cover online.

1.19.3 In the case of bids invited on two cover basis, Technical document is submitted in one cover and financial document is submitted in second cover online.

1.20 Deadline for Submission of Bids

1.20.1 Bids must be submitted online within the specified time limit.

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 Withdrawal, substitution and Modification of Bids

1.21.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted online through E-tendering website as per procedure and option available in website up to bid submission end date.

1.21.2 Offline Bids (Directly received from abroad) may also be withdrawn, substitute or modified up to bid submission end date

E. Opening and Evaluation of Bids

1.22 Opening of Bids by the Purchaser

1.22.1 The Purchaser will open all bids as per the schedule given in invitation for bids. 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 on the next working day. In two-part bidding, the financial bid shall be opened only after technical evaluation. If there is any network problem on the day of opening, there may be delay in opening Online bids and simultaneously offline bids.

1.22.2 No bid shall be rejected at bid opening. This will be evaluated and informed accordingly afterwards.

1.23 Confidentiality

- 1.23.1 Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award. However, in case of any information/clarification required from the bidder, the same will be communicated.
- 1.23.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.

1.24 Clarification of Bids

- 1.24.1 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.

1.25 Preliminary Examination

- 1.25.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation have been provided, and to determine the completeness of each document submitted.
- 1.25.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer may be rejected.

- (i) Bid Form and Price Schedule, in accordance with concerned ITB Clause
- (ii) 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. Following are some of the important points for which a tender may be declared as unresponsive and to be ignored, during the initial scrutiny;
 - a. The bidder is not eligible.
 - b. The bid validity is shorter than the required period.
 - c. The bidder has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer.
 - d. Bidder has not agreed to give the required Performance Security
 - e. The goods quoted are sub-standard, not meeting the required specification etc.
 - f. Against the schedule of requirement (incorporated in the tender enquiry), the tenderer has not quoted for the entire requirement as specified in that schedule.
 - g. The tenderer has not agreed to some essential condition(s) incorporated in the tender enquiry

1.26 Bidder's right to question rejection.

- 1.26.1 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.

1.26.2 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 or the period specified while communicating such decisions from the date of communication of the purchaser intimating the rejection for reconsideration of the decision by the purchaser

1.27 Responsiveness of Bids

1.27.1 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.

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

1.27.3 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.

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

1.28 Non-Conformity, Error and Omission

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

1.28.2 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.

1.28.3 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.

- 1.28.4 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 purchasers within a target date. In case, no reply is received then the bid submitted shall be ignored and its bid security may be forfeited.

1.29 Examination of Terms & Conditions, Technical Evaluation

- 1.29.1 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.
- 1.29.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with concerned ITB Clause, to confirm that all requirements specified in Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
- 1.29.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive, it shall reject the Bid.

1.30 Conversion to Single Currency

- 1.30.1 To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable 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 in the case of single part bidding and the rates prevalent on the date of opening of the priced bids in the case of two part bidding. For this purpose, exchange rate notified in www.oanda.com, www.Xe.com or www.rbi.org or any other website could also be used by the purchaser.

1.31 Evaluation and comparison of bids

- 1.31.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 1.31.2 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.
- 1.31.3 Purchase preference shall be given to all local suppliers in all procurements **with the estimated cost from 5 lakhs to less than 50 lakhs** undertaken by the purchaser in the following manner:

(a) If the tendered items are divisible:

(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.

(b) 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.

In case of Bidders quoting for the products of own manufacturing and having NSIC or Udyog Aadhar for Micro and Small Enterprises field (not for having certificate in the field of service and MEDIUM enterprises) purchase preference will be given as under -

- 1.31.4 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 MSE within such price band.

- 1.31.5 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.
- 1.31.6 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.
- 1.31.7 The bids shall be evaluated on the basis of final landing cost which shall be arrived as under (The comparison will be made of FOR, CSIR-NEIST basis):

(a) For Goods offered from within India

- (i) The price of the goods quoted ex-works including all taxes already paid (if quoted separately).
- (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 and taxes thereon (if quoted separately).
- (iv) Wherever applicable, the cost towards the installation, commissioning, spares, extended warranty, site preparation and training including any incidental services, if any (if quoted separately).

Note: The prices can also be given directly on FOR CSIR-NEIST basis without mentioning other charges separately.

(b) For Goods offered from abroad

The price of the goods to be quoted **on DDP/DAP (with custom duty @5.5% for comparison)** basis and may be with quoted with break-up as under:

- (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, site preparation and training including any incidental services, if any.

Note: The prices can also be given directly on FOR CSIR-NEIST basis without mentioning other charges separately.

- 1.31.8 **The comparison between the indigenous and the foreign offers shall be made on FOR/DDP basis including all the charges as mentioned above (Please refer to SCC & Price Schedule Chapter). Please note that against exemption certificate IGST will be applicable as Nil and Custom Duty will be applicable @ 5% + surcharges like education Cess, etc.**
- 1.31.9 Orders for imported stores need not necessarily be on FOB/FCA basis rather it can be on the basis of any of the incoterm specified in ICC incoterms 2000 / 2010 as may be amended from time to time by the ICC or any other designated authority and favorable to CSIR labs /institutes or head-quarters.
- 1.31.10 There is no provision to purchase optional items. The specifications embodied in the tender documents would be the basis of evaluating the responsiveness of bids received.
- 1.31.11 **The purchase shall compare all substantially responsive bids to determine the lowest evaluated bid, in accordance with this ITB clause.**

1.32 Contacting the Purchaser

- 1.32.1 Subject to **ITB Clause 1.24**, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- 1.32.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

1.33 Post qualification

- 1.33.1 In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB.
- 1.33.2 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.
- 1.33.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.

F- Award of Contract

1.34 Negotiations

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

1.35 Award Criteria

- 1.35.1 Subject to **ITB Clause 1.38** 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.

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

- 1.36.1 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.

1.37 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 accept Any Bid and to reject any or All Bids

- 1.38.1 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.

1.39 Notification of Award

- 1.39.1 The Purchaser will notify the successful bidder in writing through on-line as well as by registered letter or by cable or telex or fax or e mail that the bid has been accepted by way of a purchase order.
- 1.39.2 Until a formal contract is prepared and executed, the notification of award should constitute a binding contract.
- 1.39.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security.

1.40 Signing of Contract

- 1.40.1 Promptly after notification, the Purchaser shall send the successful Bidder the Agreement/PO.
- 1.40.2 Within twenty-one (21) days of date of the Purchase Order, the successful Bidder shall sign, date, and return it to the

Purchaser.

1.41 Order Acceptance

- 1.41.1 If the successful bidder is not willing to accept the order, bid security will liable to be forfeited.
- 1.41.2 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.
- 1.41.3 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.

1.42 Performance Security

- 1.42.1 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.
- 1.42.2 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.
- 1.42.3 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.
- 1.42.4 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.
- 1.42.5 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.
- 1.42.6 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.
- 1.42.7 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.
- 1.42.8 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.
- 1.42.9 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. either confirmation will be taken by purchaser from the issuing bank by registered post / speed post or courier.**

Chapter 2

A. GENERAL CONDITIONS OF CONTRACT

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2.1. Definitions

2.1.1 In this Contract, the following terms shall be interpreted as indicated:

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

“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.

“Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.

“Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

“Day” means calendar day.

“Completion” means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

“GCC” means the General Conditions of Contract.

“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.

“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.

“SCC” means the Special Conditions of Contract.

“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.

“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.

The “Council” means the Council of Scientific & Industrial Research (CSIR), registered under the Societies Registration Act, 1860 of the Govt. of India having its registered office at 2, Rafi Marg, New Delhi-110001, India and the “Purchaser” means any of the constituent Laboratory/Institute of the Council situated at any designated place in India as specified in **SCC**.

The “Purchaser” means any of the constituent Laboratory/Institute of the Council situated at any designated place in India as specified in **SCC**.

“The final destination,” where applicable, means the place named in the **SCC**.

2.2 Contract Documents

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

2.3 Code of Integrity

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

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

2.4. Joint Venture, Consortium or Association

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

2.5. Scope of Supply

- 2.5.1 The Goods and Related Services to be supplied shall be as specified in the Specification 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.
- 2.7.2 The Bids have to be on the price as mentioned in **SCC** basis, i.e. the price should be quoted accordingly including the entire requirement.

2.8. Copy Right

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

2.9. Application

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

2.10. Standards

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

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 claims.
- 2.13. Performance Security**
- 2.13.1 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.
- 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 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.
- 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 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.
- 2.13.9 **Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc. either confirmation will be taken by purchaser from the issuing bank by registered post / speed post or courier.**
- 2.14. Inspections and Tests**
- 2.14.1 The inspections & test, training required would be as detailed mentioned in 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 **SCC**.

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, DAP, DDP, etc shall be governed by the rules prescribed in the current edition of the Incoterms published by the International Chambers of Commerce, Paris.
- 2.16.3 The mode of transportation shall be as specified in **SCC**.

2.17. Insurance

- 2.17.1 If the purchaser elects 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 If the offers are required to be quoted on FOR / DDP basis including unloading and installation, the Supplier is required under the Contract to deliver the Goods to the agreed place of destination plus unloading 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 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.
- 2.18.3 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.
- 2.18.4 In the case of supplies from within India, where the Supplier is required under the Contract to transport the Goods to a specified destination in India, defined as the Final Destination, transport to such destination, including insurance and storage, as specified in the Contract, shall be arranged by the Supplier, and the related costs shall be included in the Contract Price.

2.19. Incidental Services

- 2.19.1 The supplier may be required to provide any or all of the services, if any, as mentioned in Specification and Allied Technical Details.

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 The warranty period shall be as mentioned in **SCC**.
- 2.21.4 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.
- 2.21.5 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.
- 2.21.6 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.
- 2.21.7 **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.**
- 2.21.8 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 within thirty (30) days after submission of the invoice and duly certified by the user.
- 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 option clause;
 - (b) Changes in schedule of deliveries and terms of delivery;
 - (c) The changes in inspection arrangements;
 - (d) Changes in terms of payments and statutory levies;
 - (e) Changes due to any other situation not anticipated;
- 2.23.2 No changes in the price quoted shall be permitted after the purchase order has been issued except on account of statutory variations.
- 2.23.3 No variation or modification in the terms of the contract shall be made except by written amendment signed by the parties.

2.24. Assignment

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

2.25. Subcontracts

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

2.26. Extension of time.

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

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

2.26.3 Except as provided under the Force Majeure clause of the **GCC**, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to Penalty Clause of the **GCC** unless an extension of time is agreed upon pursuant to above clause without the application of penalty 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, penalty and Termination for Default the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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

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

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

2.30 Termination for Insolvency

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

2.31 Termination for Convenience

2.31.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. 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 there under 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 order 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 or e mail and confirmed in writing to the other party's address specified in the **SCC**.

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

2.36. Taxes and Duties

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

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

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

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

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

2.37. Right to use Defective Goods

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

2.38. Protection against Damage

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

- (a) Voltage 230 volts – Single phase/ 415 V 3 phase ($\pm 10\%$)
- (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. Unless otherwise specified anywhere else in this Tender Document, **the Supplier has to complete the Installation/Commissioning within one (1) months from the date of arrival** of the equipment in the Institute.

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

2.44 Order Acceptance

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

Chapter 2
B. SPECIAL CONDITIONS OF CONTRACT

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Special conditions of contract (SCC)

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

[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]

GCC 2.1.1	The Purchaser is: DIRECTOR,CSIR – NEIST, JORHAT – 785006 ASSAM, INDIA		
GCC 2.1.1	The Final Destination is (To be delivered & installed at): CSIR – NEIST JORHAT – 785006 ASSAM		
GCC 2.7.2	Quotation has to be submitted on FOR OR Incoterm DDP/DAP {with custom duty @5.5% (if applicable) and Clearance Charges @ 0.1% for comparison}, CSIR-NEIST, Jorhat, Assam basis. <ol style="list-style-type: none"> 1. Against exemption certificate IGST will be applicable as Nil and Custom Duty will be @ 5% + surcharges like Education Cess, etc (If Custom Duty is applicable for this item) 2. Please include all the charges clearly within the quoted cost. 		
<u>Costing of Imported Items</u>			
1.	Firms have to quote their prices as under :- <table border="1" style="width: 100%; margin-top: 5px;"> <tr> <td style="width: 20%;">DDP, Jorhat OR DAP, JORHAT Basis</td> <td>Delivered Duty Paid Price Giving FOR price INCLUDING <ol style="list-style-type: none"> 1. CIP Kolkata Cost including complete installation/ demonstration/ Training 2. Clearance 3. Inland Transportation & Insurance with unloading upto and at CSIR-NEIST, Jorhat 4. Custom Duty (It will be @5.5% against concessional certificate issued by us). UPTO CSIR-NEIST, Jorhat <p>If DAP (Delivered At Place) Price is given then above Custom Duty will be added for price comparison on above cost. IGST will be NIL</p> </td> </tr> </table>	DDP, Jorhat OR DAP, JORHAT Basis	Delivered Duty Paid Price Giving FOR price INCLUDING <ol style="list-style-type: none"> 1. CIP Kolkata Cost including complete installation/ demonstration/ Training 2. Clearance 3. Inland Transportation & Insurance with unloading upto and at CSIR-NEIST, Jorhat 4. Custom Duty (It will be @5.5% against concessional certificate issued by us). UPTO CSIR-NEIST, Jorhat <p>If DAP (Delivered At Place) Price is given then above Custom Duty will be added for price comparison on above cost. IGST will be NIL</p>
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2.	Before opening of Price Bids, this will be checked with each bidder. However, if any bidder quotes with final pricing as ex-Works/FOB/FCA/CIP/CIF, AND they accept the same cost as DAP before opening of Price Bids, their bids will also be accepted for evaluation as this will be as good as their offer on DAP basis as the prices will be un-opened till that time.		
3.	The Documents will be provided for clearance etc. and the payment can be made directly to their engaged freight forwarding cum clearing agents. However, the clearance/inland transportation/custom duty will be reimbursed and not will be paid as advance.		
GCC 2.13.1	The amount of the Performance Security (PS) shall be: 10 (Ten)% of the Order Value excluding taxes valid for 2 (two) months beyond warranty period.		
GCC 2.15.2	The marking and documentation within and outside the packages shall be: <ol style="list-style-type: none"> (a) Each package should have a packing list within it detailing the part No(s), description, quantity etc. (b) Outside each package, the contract No., the name and address of the purchaser and the final destination should be indicated on all sides and top. CONSIGNEE: THE DIRECTOR. CSIR – NEIST, JORHAT – 785 006, ASSAM, INDIA. (c) Each package should be marked as 1/x, 2/x, 3/x.....x/x, where “x” is the total No. of packages contained in the consignment. (d) All the sides and top of each package should carry an Appropriate indication/ label/ stickers 		

	indicating the precautions to be taken while handling/storage.
GCC 2.16.1	<p>Standard Delivery Period: Within 3 months from receipt of confirmed Purchase Order/Opening of LC (However, the firms may commit/mention the delivery period as per their feasibility for their specific item which will be considered).</p> <p>Details of Shipping and other Documents to be furnished by the Supplier are :</p> <p><u>For goods manufactured within India</u> Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by registered post / speed post and copies thereof by FAX/Email. (a) Two copies of Supplier's Invoice indicating, <i>inter-alia</i> description and specification of the goods, quantity, unit price, total value; (b) Packing list; (c) Certificate of country of origin, if required under the contract; (d) Insurance certificate, if required under the contract; (e) Railway receipt/Consignment note/e-waybill as and if applicable; (f) Any other document(s) as and when required in terms of the contract.</p> <p><u>For goods manufactured abroad</u> Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by Registered Post/courier and copies thereof by FAX/Email. (a) Two copies of supplier's Invoice giving full details of the goods including quantity, value, etc.; (b) Packing list; (c) Certificate of country of origin issued by supplier/manufacturer; (d) Insurance Certificate, if required under the contract; (e) Bill of Lading/Airway Bill; (f) Any other document(s) as and when required in terms of the contract.</p> <p><u>Note:</u> 01. The nomenclature used for the item description in the invoices(S), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s). 02. The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
GCC 2.16.3	<p>In case of supplies from within India, the mode of transportation shall be by <i>Air/Rail/Road.</i> In case of supplies from abroad, the mode of transportation shall be by <i>Air.</i></p>
GCC 2.17.1	<p>On the rates offered on FOR / DDP(Including unloading)/CIP/CIF basis, the firm will ensure the Insurance cover as per supply terms for an amount equal to 110% of the contract value on "all risk basis" including strikes, riots and civil commotion otherwise if any damage occurs, the responsibility will lie upon the firm only. The responsibility of submitting intimation of dispatch & arrival of the consignment will rest with the supplier.</p>
GCC 2.21.3	<p>The period of validity of the On-site Comprehensive Warranty for 5 (Five) years shall be from the date of complete installation and commissioning.</p>
GCC 2.22.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><u>1. (i) Import Payment : By LC/Through Bank :</u> a. On shipment: 80% of the Contract Price of the Goods shipped shall be paid upon submission of documents b. After Installation and Commissioning: 20% of the Contract Price of Goods received shall be paid after receipt of the Goods and successful installation, Commissioning. (ii) 100% By Foreign Demand Draft or Wire Transfer after receipt of the Goods and successful installation, Commissioning. N.B. All foreign bank charges shall be borne by the supplier</p> <p><u>2. Indigenous Payment :</u> Payment will be made 100% within 30 days after receipt of the Goods and successful installation, Commissioning.</p> <p>3. Any other payment terms mutually agreed upon. Advance Payment term is not acceptable.</p> <p>4. Bank charges within India will be borne by Purchase and outside India will be borne by the Supplier. The L/C will be confirmed at the supplier cost, if required specifically by the supplier. If L/C is requested to be extended / amended / reinstated for reasons not attributable to the Purchaser, the charges thereof would be to the Supplier's account.</p> <p><u>Note:</u> All payments due under the Contract shall be paid after deduction of statutory levies at source (like</p>

	ESIC, Income Tax, etc.), wherever applicable.
GCC 2.27.1	The liquidated damage shall be 0.5% per week or part of a week towards late delivery and towards delay in installation and commissioning. The maximum amount of liquidated damage shall be 10%.
GCC 2.34.1	The place of jurisdiction is Jorhat, ASSAM, INDIA
GCC 2.35.1	For <u>notices</u> , the Purchaser's address is: STORES & PURCHASE OFFICER, CSIR – NEIST, JORHAT – 785 006, ASSAM, INDIA Telephone No.: +91 0376 2372 710, E-mail: spo@neist.res.in
GCC 2.43.1	The integrity pact is not required.

Chapter 3

Schedule of Requirements

A. General Requirements

1. The offer should be valid at least **90 days** from the date of opening.
2. Please provide the name and address of your Indian Agent / Indian Subsidiary Office along with authorization letter.
3. Please also indicate the exact amount of Agency Commission payable to your Indian Agent in equivalent Indian currency after the receipt of the consignment in good condition at our Stores and in case of equipment after the satisfactory installation and commissioning.
4. Please indicate details of services to be rendered by your Indian Agent.
5. Indicate the names and addresses of the Indian reputed organizations where you have supplied the similar equipment recently and may attach the satisfactory performance report of the equipment from users.
6. If you have supplied identical or similar equipment to other CSIR Labs / Instt., the details of such supplies for the preceding three years should be given together with the prices eventually or finally paid.
7. Please do confirm that service (manual) shall be supplied along with the supply of material.
8. The installation, commissioning and demonstration of the system should be completed within one month from the date of arrival of the items.
9. The approximate dimensions & weight of the stores/consignment quoted for: tare Weight, Net weight and Volume (LxBxH) may be indicated.
10. Bidders should provide the name and detail address (including E-mail & Mobile No.) of their clearing and forwarding agent in India.

Item	: Wavelength Dispersive X-Ray Fluorescence (WD-XRF) Spectrometer
Quantity	: 1 Set
Delivery Period	: Within 3 months from receipt of confirmed Purchase Order/Opening of LC. (However, the firms may commit/mention the delivery period as per their feasibility for their specific item which will be considered).
Installation	: Within 1 (one) month from the date of receipt of the equipment at CSIR – NEIST, JORHAT – 785 006, ASSAM.
Warranty	: The period of validity of the On-site Comprehensive Warranty for 5 (Five) years from the date of complete installation and commissioning.
AMC after above Warranty:	After above warranty, Rates for Annual Maintenance Contract (AMC) for 5 (Five) years with 2 (Two) preventive and 1 (One) break down visit minimum must also be given which will not be included in the total cost for price comparison. However, order for AMC will be decided afterwards.

B. Specifications and Allied Technical Details

Supply, installation & commissioning of WD-XRF Spectrometer

Places of Installation: CSIR-NEIST, Jorhat.

Technical Specifications for WD-XRF Spectrometer

1. Elemental Range for Analysis, and Energy Resolution

- a) Elemental Range : From Oxygen up to Uranium (low Z elements to heavy elements)
- b) Tube voltage: 50Kv or more
- c) Tube current: 4mA or more
- d) Energy Resolution : 15eV or more

2. Sample types and loading

- a) Types : Solid, liquid, powder, pellet
- b) Sample Size:40mm dia, 25 mm height or more
- c) Sample holders for all the above sample types to be provided.
- d) Multi position sample holder : preferred
- e) Sample rotation should be possible
- f) Auto Sampler:10 position or more
- g) Sample Spinner: minimum 30 rpm or more
- h) Measuring Surface dia: Minimum 30mm in diameter or more
- i) The system should be capable to analyse elements in black samples such coal, carbon based materials, base and rare metals, plastics with toxic additives, lubricant and additives, crude oil, tarry products, mining related applications etc.

3. X-Ray path, tube with necessary primary beam filter changer:

- a) Vacuum for Solid and powder
- b) Target material: Rhodium (Rh)/ Palladium (Pd) or better
- c) Operating Power : 200 watt or higher
- d) Cooling Method: Air-cooled or better method
- e) Spectrometer Chamber Atmosphere: Vacuum standard or better
- f) Rotary Pump for vacuum : Must be oil free

4. Detectors& Analysing Crystals:

- a) For heavy elements: Scintillation Counter
- b) For light elements: Gas Flow Proportional Counter (F-PC)
- c) Should be heavy elements: LiF(200) to cover (Ti-U) and PET (Al-Ti) or more elements
- d) System should be suitable artificial crystal to cover (O-Mg).
- e) Crystal changer: Automatic minimum 3 position or more (For Heavy Element and Light Elements).

5. Electrical Power Requirement:

System should work at 230VAC / 50Hz / Single Phase Power

6. Software Requirement: Application, specification and function:

Application

- a) Qualitative and Quantitative Analysis of the acquired data using fundamental parameter method
- b) Material Identification Function software needed
- c) Qualitative analysis application – Measuring conditions and data analysis conditions to be used when performing the qualitative and semi-quant analysis using the analysis program are edited and a file is created for each sample type.
- d) Quantitative analysis application – Measuring conditions and quantification conditions for empirical calibration and fundamental parameter methods to be used in the analysis program are edited, and a file is created for each analysis type.
- e) Quant Scatter fundamental parameter Method to calculate theoretical intensity of scattering lines in the fundamental parameter calculation for;
- f) Theoretical alphas for Compton scatter or background ratio method (suitable for heavy element analysis in ore, mineral or rock powder etc...).
- g) Thickness analysis of polymer layer

- h) Background estimation
- i) Matrix Correction, Line Overlap Correction and other applicable corrections should be possible for accurate analysis
- j) Materials library should be usable for all measurement conditions

7. Detector Gas:

- P-10 gas cylinder with regulator. 01 No or more. of Hydraulic Press 40 ton capacity and Vibratory Cup mill should be offered along with the system. Electric based Fusion bead machine with at least one mold and crucible should be offered along with LiTB and LiMB.

8. Data Processing:

- The PC should be offered with 8th generation Intel® Core i7 processor or better; Genuine Windows® (English); 8 GB RAM or better, 1TB hard disk or better; 24 inches LED Monitor or better; DVD – RW; Wi-Fi or Wireless Key board and Mouse; MS Office with license and printer: Colour Laser Printer

9. UPS:5 KVA UPS with 60 mins backup with isolation protection

Note:

- All Items quoted should contain part numbers and quantity to be specified.
- All technical points to be supported by published technical literature, specification sheet, documents from OEM. Any deviation will be treated as non - compliance and bid may get rejected accordingly.

C. Other Requirements

1. **Warranty:** On-site Comprehensive Warranty must be 5 (five) years from the date of installation and commissioning.
2. **Availability of spares& Consumables:** Quoted model should be launched within last five years in the global market and manufacturer should guarantee the supply of spares till 10 years from the date of installation
3. **Post warranty, AMC rates** (at least for 5 years after warranty) with 2 (two) preventive and 1 (one) breakdown visit for each year should be mentioned in the offer but it will not be taken for price comparison and decision for AMC will be taken afterwards.
4. **Instrument performance:** Installation at our site with detailed demonstration of all performance specifications including repeatability, software features, do's and don'ts etc.

D. Documents and declarations to be submitted with the bid

i) With Technical Bid

1. Technical Bid with terms and conditions along with Schedule of Requirement (format as per Chapter 4, Sl. No. 1)
2. Bidders Information form (format as per Chapter 4, Sl. No. 2)
3. Bid/declaration form (format as per Chapter 4, Sl. No. 3)
4. Manufacturers' Authorization Form (MAF) along with a copy of agency agreement between the bidders and Indian Agent, if the bidder is not a manufacturer (format as per Chapter 4, Sl. No. 4)
5. Code of Integrity Form (format as per Chapter 4, Sl. No. 5)
6. Technical Compliance/Deviation Statement form (format as per Chapter 4, Sl. No. 6)
7. Service Support Detail Form (format as per Chapter 4, Sl. No. 7)
8. Bid Security Form (EMD, if bid security is being given in the form of BG) (format as per Chapter 4, Sl. No. 8)
9. Self certification (if Price Preference for Make in India is being claimed) that the item offered meets the minimum local content of 50% giving details of the location(s) at which the local value addition is made in case the bidder wishes to avail the benefits under the make in India policy, if applicable (format as per Chapter 4, Sl. No. 9)
- For period, etc please see details in ITB.
10. Performance Statement Form (For A Period Of Last 3 Years) (If list is more, please give 3 or 4 pages only) (format as per Chapter 4, Sl. No. 10)
11. Documentary evidence (if exemption and Price Preference is claimed) about the status of the bidder i.e. whether MSE or not, owned by SC/ST or not and whether the MSE is owned by a women entrepreneur or not, if and as applicable.
12. Supporting brochures/catalogues

ii) With Price Bid

1. Applicable Price Schedule Form (format as per Chapter 4, Sl. No. 11 & 12)
2. Additional Price Bid can be submitted with all details.

E. Documents to be submitted by the successful bidder after award of contract.

1. Order Acceptance (within 14 days)
2. Performance Security, if required (within 21 days from the date of award of contract) (format as per Chapter 4, Sl. No. 13 if given in the form of BG)
3. Acceptance Certificate and/OR Installation cum commissioning cum training certificate. (format as per Chapter 4, Sl. No. 14)
4. Warranty Certificate from the date of installation.

(Please ensure to check and mention all the above parameters and requirements in the technical compliance statement for point A and B. A separate compliance sheet can be attached for point C and D indicating the reference number if possible.)

EMD:

A. If DD/Banker Cheque, it will be in favour of "Director, CSIR-NEIST, Jorhat, Assam"

B. If TDR/FD, it should be pledged in favour of "Director, CSIR-NEIST, Jorhat, Assam"

C. If submitting through e-transfer, it should be on or before bid submission end time in the following account -

**Account No. 00000030266871392,
Account Name: Director, NEIST Bank: State Bank of India, Branch
RRL Jorhat, Assam, IFSC Code: SBIN0005604 MICR Code: 785002007**

D. If not submitting by e-transfer, the bid security should be submitted in its original form. In that case, the Original Bid Security should be sent by post/hand/e-transfer to reach this office on or before bid opening time. Also, a copy of the same may be attached with technical bid. CSIR-NEIST will not be responsible for any postal delay.

E. EMD exemption will be allowed to only MSEs (Micro and Small Enterprises and to Medium Enterprises means for NSIC (manufacturing) or for the category A, B (for Micro and Small only) under Udyog Aadhar (manufacturing) only) against valid NSIC or Udyog Aadhar certificate and it will be applicable only for the bidders who have quoted items of their own manufacturing and not as distributor or dealers of others.

<u>Costing of Imported Items</u>			
1.	Firms have to quote their prices as under :-		
	<table border="1"><tr><td>DDP, Jorhat OR DAP, JORHAT Basis</td><td>Delivered Duty Paid Price Giving FOR price INCLUDING 1. CIP Kolkata Cost including complete installation/ demonstration/ Training 2. Clearance 3. Inland Transportation & Insurance with unloading upto and at CSIR-NEIST, Jorhat 4. Custom Duty (It will be @5.5% against concessional certificate issued by us). UPTO CSIR-NEIST, Jorhat If DAP (Delivered At Place) Price is given then above Custom Duty will be added for price comparison on above cost. IGST will be NIL</td></tr></table>	DDP, Jorhat OR DAP, JORHAT Basis	Delivered Duty Paid Price Giving FOR price INCLUDING 1. CIP Kolkata Cost including complete installation/ demonstration/ Training 2. Clearance 3. Inland Transportation & Insurance with unloading upto and at CSIR-NEIST, Jorhat 4. Custom Duty (It will be @5.5% against concessional certificate issued by us). UPTO CSIR-NEIST, Jorhat If DAP (Delivered At Place) Price is given then above Custom Duty will be added for price comparison on above cost. IGST will be NIL
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2.	Before opening of Price Bids, this will be checked with each bidder. However, if any bidder quotes with final pricing as ex-Works/FOB/FCA/CIP/CIF, AND they accept the same cost as DAP before opening of Price Bids, their bids will also be accepted for evaluation as this will be as good as their offer on DAP basis as the prices will be un-opened till that time.		
3.	The Documents will be provided for clearance etc. and the payment can be made directly to their engaged freight forwarding cum clearing agents. However, the clearance/inland transportation/custom duty will be reimbursed and not will be paid as advance.		

2. Bidder Information Form

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

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

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

Page 1 of _____ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>
3. Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
4. Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information 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>
7. 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.....

3. Bid/declaration 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. (if any): *[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 / delivery schedule given in the bid (strike out whichever is not applicable).
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is mentioned in bid/price schedule.
- (d) The discounts offered and the methodology for their application is mentioned in bid/price schedule.
- (e) Our bid shall be valid at least for the period of time specified in ITB, from the date fixed for the bid submission deadline in accordance with ITB, and it shall remain binding upon us and may be accepted at any time before the expiration of that period. However, till the finalization of the particular procurement process. The bid validity will be available on communication by you on this matter and written confirmation from us.
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB and GCC Clause for the due performance of the Contract.
- (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
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: *[insert signature of person whose name and capacity are shown]*
 In the capacity of *[insert legal capacity of person signing the Bid Submission Form]*

Name: *[insert complete name of person signing the Bid Submission Form]*

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

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

4. MANUFACTURERS' AUTHORIZATION FORM (MAF)

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

Date: *[insert date (as day, month and year) of Bid Submission]*
 Tender No.: *[insert number from Invitation For Bids]*

To: *[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 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]*

5. CODE OF INTEGRITY FORM

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 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

6. COMPLIANCE/DEVIATION STATEMENT FORM

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.

ITEM NAME			
Sl.No.	Tender Specifications/Parameters/Requirements	Bidder's Specifications	Remarks/Deviation If any
	(Note: Here technical as well as other requirements/parameters may also be included for this evaluation sheet)		

(Technical literature/brochures/manuals should be attached along with this format)

Please note:

1. Compliance/Deviation statement comparing the specifications of the quoted model to the required specifications. This statement should also give the page number(s) of the technical literature where the relevant specification is mentioned.
2. Bids may have supporting documents (technical literature or copies of relevant pages from the service manual or factory test data) for all the points noted above.

7. SERVICE SUPPORT DETAIL FORM

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

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

Place :

Date :

8. BID SECURITY FORM

Whereas _____ (herein after 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, impairs or derogates from the Tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - a) 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 upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch

9. Self Certification for Make in India

Format for Affidavit of Self certification regarding Minimum Local Content in line with PPPMII order, 2017 if applicable, to be provided on a non-judicial stamp paper of Rs. 100/- (The scanned copy of the stamp paper to be attached with the bid & the original should be sent by post/courier to be reached before the bid opening date)

Date://20....

I _____ S/o, _____ D/o, _____ W/o, _____ Resident of _____ hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Order, 2017 (*hereinafter PPP-MII order*) of Government of India issued vide Notification No:P-45021/2/2017 -BE-II dated 15/06/2017, its revision dated 29/05/2019 and any subsequent modifications/Amendments, if any and

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity/CSIR-NEIST or any other Government authority for the purpose of assessing the local content of goods/services/works supplied by me for (*Enter the name of the Equipment/Item for Project*).

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

That the goods/services/works supplied by me for (*Enter the name of the Equipment/Item for Project*) meets the 'Minimum Local Content 'as defined in the PPPMII order.

That the value addition for the purpose of meeting the 'Minimum Local Content 'has been made by me at (*Enter the details of the location(s) at which value addition is made*).

That in the event of the local content of the goods/services/works mentioned herein is found to be incorrect and not meeting the prescribed Minimum Local Content criteria, based on the assessment of procuring agency (ies)/CSIR-NEIST/Government Authorities for the purpose of assessing the local content, action shall be taken against me in line with the PPP-MII order and provisions of the Integrity pact/ Bidding Documents.

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.

- i. Name and details of the Local Supplier
(Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Goods/services/works for which the certificate is produced
- iv. Procuring entity to whom the certificate is furnished

- v. Percentage of local content claimed and whether it meets the Minimum Local Content prescribed
- vi. Name and contact details of the unit of the Local Supplier (s)
- vii. Sale Price of the product
- viii. Ex-Factory Price of the product
- ix. Freight, insurance and handling
- x. Total Bill of Material
- xi. List and total cost value of input used to manufacture the Goods/to provide services/in construction of works
- xii. List and total cost of input which are domestically sourced. Value addition certificates from suppliers, if the input is not in-house to be attached
- xiii. List and cost of inputs which are imported, directly or indirectly

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

Authorized signatory (To be duly authorized by the Board of Directors) <Insert Name, Designation and Contact No.>

10. PERFORMANCE STATEMENT FORM (For a period of last 3 years for similar equipment, If many are there- give for major orders)

Name of the Firm.....

Order Placed by (full address of Purchaser)	Order No. and date	Description On and quantity of ordered equipment	Value of order	Date of Completion of delivery as per contract	Date actual of completion of delivery.	Remarks Indicates 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 :

If for more period it is required for any item, give information accordingly.

11. PRICE SCHEDULE FOR GOODS BEING OFFERED FROM ABROAD

Name of the Bidder: _____

TENDER No. : _____

Sl. No.	Item Description.	Country of origin	Unit	Quantity	Rate	Amount
1.						
2.						
3.						
Total Basic Price						
Add: FCA/FOB charges (If any and not merged in above Basic Price)						
Add: Freight & Insurance charges (If any and not merged in above Basic Price)						
Add: Charges for inland transportation, unloading and Insurance up to Lab/Institute/Destination (If any and not merged in above Basic Price)						
Add: Installation, Commissioning and Training Charges (If any and not merged in above Basic Price)						
Add: Custom Duty as applicable against DSIR & CDEC Certificate						
Total DDP/FOR Price						

Signature/Seal of Bidder

Name: _____

Business Address: _____

Note: If there is any indigenous Item/service to be quoted in INR, it can be mentioned separately OR added here also.

<u>Costing of Imported Items</u>			
1.	<p>Firms have to quote their prices as under :-</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 30%; vertical-align: top;"> DDP, Jorhat OR DAP, JORHAT Basis </td> <td style="vertical-align: top;"> Delivered Duty Paid Price Giving FOR price INCLUDING 1. CIP Kolkata Cost including complete installation/ demonstration/ Training 2. Clearance 3. Inland Transportation & Insurance with unloading upto and at CSIR-NEIST, Jorhat 4. Custom Duty (It will be @5.5% against concessional certificate issued by us). UPTO CSIR-NEIST, Jorhat If DAP (Delivered At Place) Price is given then above Custom Duty will be added for price comparison on above cost. IGST will be NIL </td> </tr> </table>	DDP, Jorhat OR DAP, JORHAT Basis	Delivered Duty Paid Price Giving FOR price INCLUDING 1. CIP Kolkata Cost including complete installation/ demonstration/ Training 2. Clearance 3. Inland Transportation & Insurance with unloading upto and at CSIR-NEIST, Jorhat 4. Custom Duty (It will be @5.5% against concessional certificate issued by us). UPTO CSIR-NEIST, Jorhat If DAP (Delivered At Place) Price is given then above Custom Duty will be added for price comparison on above cost. IGST will be NIL
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2.	<p>Before opening of Price Bids, this will be checked with each bidder. However, if any bidder quotes with final pricing as ex-Works/FOB/FCA/CIP/CIF, AND they accept the same cost as DAP before opening of Price Bids, their bids will also be accepted for evaluation as this will be as good as their offer on DAP basis as the prices will be un-opened till that time.</p>		
3.	<p>The Documents will be provided for clearance etc. and the payment can be made directly to their engaged freight forwarding cum clearing agents. However, the clearance/inland transportation/custom duty will be reimbursed and not will be paid as advance.</p>		

12. PRICE SCHEDULE FOR GOODS BEING OFFERED FROM INDIA:

Name of the Bidder: _____

TENDER No. : _____

Sl. No.	Item Description.	Unit	Quantity	Rate	Amount
1.					
2.					
3.					
Total Basic Price					
Add: Packing & forwarding (If any and not merged in above Basic Price)					
Add: Charges for transportation, unloading and Insurance up to Lab/Institute/Destination (If any and not merged in above Basic Price)					
Add: Installation, Commissioning and Training Charges (If any and not merged in above Basic Price)					
Add: GST as applicable against DSIR Certificate					
Total FOR Price					

Signature/Seal of Bidder

Name: _____

Business Address: _____

Part II (To be submitted after award of contract)

13. PERFORMANCE SECURITY FORM

To

(Name of Purchaser)

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) ((hereinafter 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 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 thereunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

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

(Signature of the authorized officer of the Bank)

Name and designation of the Officer

Seal, name & address of the Bank and address of the Branch.

14. Acceptance certificate form

No.

Dated:

M/s _____

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

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

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

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

Sl. No.	Description	Amount to be recovered
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2. 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. 1.

For Supplier

Signature.....

Name.....

Designation.....

Name of the firm.....

Date.....

For Purchaser

Signature.....

Name.....

Designation.....

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

Date.....