सीएसआईआरकेंद्रीय भवन अनुसंधान संस्थान -
CSIR – Central Building Research Institute
रुड़की-246 667(भारत)
Roorkee – 247 667 (India)

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# NOTICE INVITING TENDER

**Tender No.** PB-3(62)26 Date: 21.10.2026
**Tender Id: 2026_CSIR_295240_pack1**

## Tender
## For the Purchase of
## (Proceq Make Rebound Hammer Repair)

M/s Asian Contec Ltd.

B-28, Okhla Industrial Area,

Phase-1, New Delhi- 110020

Email- sales@stanlay.com

Phone: + 911141860000

Dear Sirs/Ma'am,

Director, CSIR-Central Building Research Institute herein after called as the **'Purchaser'** is interested in purchase of following articles under terms and conditions mentioned below. Please submit your Online bids/quotation with maximum discount to R&D Organization through Central Public Procurement (CPP) Portal (https://www.etenders.gov.in) with complete specifications and literature within the stipulated time.

| S.No. | Description | Qty |
|---|---|---|
| 1 | **Proceq Make Rebound Hammer Repair**<br>**Detailed Specification in Annexure A.** | 02 No. |
| | ***Bid securing Declaration in lieu of EMD as per Annexure II** | |

**As per CPP Portal**

**For & on behalf of CSIR**

**Stores & Purchase Officer**

**TERMS & CONDITIONS**

**Note: In case of the quotation in foreign currency, please quote prices as per the following -**

A. Incoterm: CIP New Delhi. (DDP, CBRI Incoterm will be preferable). Please make clear the incoterm in your quote.
B. The currency of the quotation may be clearly mentioned.
C. Warranty (if any) may be clearly mentioned in the quotation.
D. The payment will be made 100% by wire transfer after receipt of the materials in good condition. Please attach your verified bank details for forex payment.

**Terms & Conditions for RFQ:**

1. **Price:** The prices quoted should be on **FOR-CSIR CBRI Roorkee, India** basis including packing, forwarding and the insurance etc. (In case of Indian Rupee quotes)
2. Bidders must mention in their quote the full amount of GST/other tax. If tax is not shown extra with %age in the quotation, then it will be assumed that the quoted price included all types of taxes involved therein. The financial comparison of such bids will be done treating the bid price as tax inclusive etc. This institute will not issue any GST concessional form etc.
3. **Delivery Period:** The delivery period must be clearly indicated in the quotation and strictly adhered to.
4. **The validity of quotation should be minimum for 120 days.**
5. The quotation should be submitted as per the instructions of the respective procurement portal i.e. CPP Portal or GeM portal on which the tender is published. The detailed quotation (showing all breakup etc.) in PDF format must also be submitted on the CPP/GEM portal (wherever the option is available to upload such file). In case of any difference in the BoQ and PDF prices then the BoQ prices shall be treated as final for financial evaluation as the portal compares based on the BoQ prices. (except forex quote)
6. **Warranty:** Supplier shall give a Warranty Certificate for a period of **One Year** to the effect that the material supplied to the Purchaser shall be free from all defects and faults in materials, workmanship and manufacture; shall be of the highest made and consistent with the established and generally accepted standards; shall be in conformity with the specifications and be if operable, operate properly. The supplier free of cost shall replace any materials found not according to the specifications of Purchase Order or found defective/non-working during warranty period. The down time of the equipment should not be more than 1 week at a time and the total uptime per year should be at least >90% during the warranty period **(Note: if warranty exclusively specified in the attached specification sheet then the warranty mentioned in the specification will have to be quoted by the bidder else their bid will be rejected).**
7. **AMC: In case of the equipment, the bidder should separately quote the CAMC/AMC for additional 24 months period (year wise).** (if AMC exclusively specified in the attached specification sheet then the AMC mentioned in the specification will have to be quoted by the bidder)**. This AMC will not be a part of financial evaluation unless exclusively specified in specifications or terms and conditions.**
8. **Payments:** The payment terms will be 100% payment on bill basis by NEFT/RTGS (Vendor may attach their complete bank details duly certified by their banker with their bill). (except forex quote)
9. **No advance payment will be made**. Govt of India Rules related to advance payments wherever applicable will be applicable.
10. **Training/Installation charges**: Supplier or their representative shall be responsible for installation/demonstration/training, (wherever applicable) and should have technical expertise and trained personnel to render "After Sales Services" during the warranty period in India. If the offer involves any training and/or installation charges, the same should be clearly mentioned, including the period and scope of training. The Installation, demonstration, commissioning of the sold equipment should be completed by the Supplier / their authorized representative immediately after the arrival of the equipment/item at CSIR-CBRI, Roorkee but not later than 2 weeks. In case of late installation, demonstration, commissioning of the supplied equipment by the supplier and or their authorized representative, **CSIR-CBRI reserve the right to levy penalty of 0.5 % of Purchase Order Value (subject to a maximum of 10%) per week of the delayed period.**
11. Tenderer should clearly define the infrastructure facilities required for installation and commissioning of the Equipment. Tenderers should provide after sales services and spares / consumable / software for a period of at least 10 years from the date of satisfactory installation as and when required by CSIR CBRI.
12. **Manuals & Calibration Certificate:** Calibration traceability certificate for the equipment should be furnished and charges if any, should be indicated separately in the quotation. Full Technical specifications/literature brochure and instruction manuals for operation and maintenance of the equipment, should be provided.
13. **Make/Brand** and the name of the manufacturer with address, should be clearly mentioned.
14. If the bidder has quoted the "Nil" charges/considerations, then the bid shall be treated as unresponsive and will not be considered.
15. Criteria for determining responsiveness of the bids that will be considered for evaluation of bid(s) as:
    15.1. Technical Specifications conformity w.r.t. tender specifications.
    15.2. Price.
    15.3. Delivery Period
    15.4. Terms and conditions acceptance
    15.5. Payment term as per CSIR CBRI
    15.6. Cost of operating, maintenance and repair etc.
    15.7. Performance/efficiency/environmental characteristics.

15.8. The terms of payment and guarantees in respect of the subject matter of procurement.

16. Generally we discourage the negotiation after opening of bids. However there may be exceptional circumstances wherein lowest evaluated responsive bidder may be called for negotiation.
17. Rejection of bid may be there on the ground of (a) Effective competition is lacking (b) all bids and proposals are not substantially responsive to the requirement of the tender document/RFQ (c) the bid/proposal prices are substantially higher that the estimated indented price or available budget or (d) none of the technical proposals/bids meets the minimum technical requirements of the tender specifications. (e) other reason as per the discretion of the Director, CSIR-CBRI Roorkee.
18. The submission of quotation shall be deemed to be an admission on the part of the tenderer, and he had fully acquainted with the specifications, drawings etc. and no claim other than what stated in the quotation shall be paid in the event of award of Purchase Order.
19. Incomplete quotations which do not fulfill above mentioned requirements and not conforming to the specifications terms and conditions are liable for rejection at the discretion of the Director, CSIR-CBRI Roorkee.
20. Expenditure involved towards any extra materials required or labour involved for successful installation of the equipment, if not quoted for, would have to be borne by the bidder/contractor. CSIR-CBRI Roorkee, will nowhere be responsible for any such type of charges.
21. Equipment's point-by-point comparison/ compliance statement with technical specifications indicated in the quotation, should be enclosed along with your quotation as well as any other extra features of the equipment be shown separately therein.
22. Quotations from Manufacturers/Suppliers/Tenderers, whose performance was not satisfactory in respect of quality of supplies and delivery schedules in any Govt. or Govt. funded organizations, will be liable for rejection at the discretion of the Director CSIR-CBRI Roorkee.
23. The quotations that do not comply with the above criteria and other terms & conditions will be liable for rejection.
24. Bidder/Tenderer must enclose with their tender the list of customer(s)/organizations/CSIR Laboratories, where they have installed/sold the equipment/item which has been quoted by them to CSIR-CBRI Roorkee. The purchase order and/or user satisfaction certificate (wherever possible) may be attached with the quotation.
25. The tender should be type written without any cutting, additions, overwriting thereon.
26. The tenderer must mention the approx. packing dimensions, weight etc. of the item quoted by them.
27. The decision regarding acceptance or rejection of the quotation(s) will rest with the Director, CSIR-CBRI Roorkee, who does not bind himself to accept the lowest quotation and reserve the right to himself, to accept/reject fully or partly any or all the quotations received without assigning any reason(s) thereof.
28. The Bidder with their bid, must attach an authorization letter from the principal Company/Original Equipment Manufacturer (OEM) failing which the Director, CSIR-CBRI Roorkee reserves the right to reject their bid.
29. The OEM authorization certificate must be attached with the quotation. For specialized R&D equipment tender specific OEM authorization must be submitted.
30. The Government of India provisions regarding make in India, MSME/MSE/Preferred policy etc. will be applicable in this tender. Bidder may take a note of this and submit tender accordingly, Bidder may kindly clearly highlight in their bid if he is claiming any benefit/relaxation on account of any of these provisions. If not highlighted by the bidder in their bid, then CSIR CBRI will not be liable to provide benefit of any such Govt policies in case the tender has been technical evaluation is over, finalized and the contract has been awarded.
31. The provisions of notification no. P-45021/2/2017-PP (BE-II) dated 04.06.2020 (and any amendment thereon if any) of Department for Promotion of Industry and Internal Trade (PSE), Ministry of Commerce and Industry, Government of India will be applicable in this procurement. Bidders are requested to kindly check the provisions of the above notifications or other related notifications, before submitting bid. Please explore this hyperlink to visit related notification***https://www.csir.res.in/stores-purchase-universe***for bidder's information and necessary action.
32. The bidders have to disclose in their bid, their category of supplier i.e. Class-I Local Supplier or Class-II Local Supplier or non-Local supplier w.r.t. notification as mentioned above. The bidder should also provide local content declaration in the format attached as per extent guidelines. (**If applicable**)
33. The margin of purchase preference will be as per Govt of India applicable rules. If the bid price is more than Rs. 10 crore then the class-I/Class-II shall submit a certificate from statutory auditor or cost auditor of the company or firm giving %age of local content.
34. False declaration about local content etc. will be breach of code of integrity as per GFR Rule 175(1)(i)(h).
35. The bidders who are traders will not be given any benefit of MSME/NSIC or other such certificate for the purpose of EMD or PBG or bank guarantee etc. relaxations.
36. Tender are invited and accepted through online mode by GEM/CPP (at which the tender is published) portal only. E-mail or fax bids will not be accepted unless specifically asked by the CSIR CBRI in case of single tender/nomination basis cases (where the bidder is not registered in CPP/ GeM portal).
37. Bid Security declaration as per Rule 170 of GFR 2017 will be acceptable.
38. Unsigned quotations will summarily be rejected.
39. The provisions of the code of Integrity as per rule 175(1) of GFR 2017 will be applicable in this procurement.
40. No claim of any type of payment claimed after 3 years will be entertained by the CSIR-CBRI Roorkee being time barred claim.
41. Other terms and conditions of RFQ will be as mentioned at CSIR-CBRI website www.cbri.res.in . Jurisdiction: The contract shall be governed by the Laws of India for the time being in force. The Courts of Roorkee, Uttarakhand only shall have jurisdiction to deal with and decide any legal or dispute arising out of this Contract/Work Order.
42. Arbitration: In the event of any dispute or difference arising out or of in connection with any of the terms and conditions of the order/ Contract, the matter shall be referred to the Director, CSIRCBRI for settlement. In case the parties to the work order are not in position

to settle the dispute mutually, the matter shall be referred to a Sole Arbitrator to be appointed by DG, CSIR, New Delhi in accordance with the Arbitration and Reconciliation Act, 1996 and Arbitration and Conciliation (Amendment) Act, 2015 as amended time to time.

**43.** Force Majeure: During the period of Force Majeure, supply or installation or Maintenance servicing of equipment may be delayed and can be taken after conditions normalize if required. CSIR CBRI is not liable to pay for Force Majeure duration if supply/installation/service is not rendered by successful bidder, Payment for force Majeure duration will be subjected to terms and conditions decided by CSIR CBRI authorities.

**44. The contractor must provide a price reasonability certificate that the prices offered under this bid/contract are not higher than for the same/similar services/contracts as has been provided to any of the CSIR Laboratory/Institute or any Govt. or Govt. funded Institute/Organization in last 1 year.**

**45.** Third Party Liability: It will be the entire responsibility of the contractor to insure his employees against all risks. It will be the liability of the contractor to meet claims over the lives of any of his worker (working under contract) including himself who insures/dies due to accident caused while on duty at CSIR CBRI site or while not on duty but came to meet the employees of contractor/supervisor/any person of contractor.

**46.** Safety Requirement: There may be instances where the work is to be executed in a restricted area; the contractor shall strictly observe all safety, security and labour regulations prevailing on the campus. The contractor shall be responsible for the proper behavior of the staff deployed by him and for any breach of security regulations, thefts, sabotage etc. The Contractor shall withdraw any person so desired by institute, if in the opinion of the representative of CSIR CBRI it is not desirable to permit that person to work inside the campus.

**47.** The Quotation and any order resulting from this enquiry shall be governed by our Conditions of Contract/Work Order and vendor quoting this enquiry shall be deemed to have read and understood the same. Where counter terms and conditions have been offered by the Tenderer, the same shall not be deemed to have been accepted by CSIR CBRI unless our specific written acceptance thereof is obtained.

**48.** The Contractor/Supplier/Service Provider shall at all the times indemnify the purchase against all claims which may be made in respect of the stores for infringement of any right protected by Patent Registration of design or Trade Mark and shall take all risk of accidents or damage, which may cause failure of supply from whatever cause arising and the entire responsibility for sufficiency of all means used by him for the fulfillment of the contract.

**49.** Any bidder having debarment in force as on the date of tender due date, from any of the CSIR Laboratory/Institute or any Govt of Indi or Govt. funded organization/institutes/organization etc. will not be considered and rejected accordingly. The bidder should disclose thi at the time of bidding.

For and on behalf of CSIR

(Bharat Bhushan)
Stores & Purchase Officer

# Annexure A

| S.NO. | PRODUCT NAME | PRODUCT DESCRIPTION | QTY A |
|---|---|---|---|
| 1 | Impact Spring of Silver Schmidt Hammer<br>UPC: 100289<br>HSN: 90248099<br>Part No: 34110351 | Impact Spring of Silver Schmidt N Type | 1 |
| 2 | Guide Bar Complete Original Schmidt Live N/L Type<br>UPC: 103214<br>HSN: 90249000<br>Part No: 34001039 | Guide Bar Complete Original Schmidt Live N Type | 1 |
| 3 | Mounted Rider Set of OS Live Hammer<br>UPC: 103955<br>HSN: 90249000<br>Part No: 34001076 | Mounted Rider Set of OS Live Hammer | 1 |
| 4 | Original Schmidt /Mechanical concrete Service & Calibration check<br>UPC: 102525<br>HSN: 997329<br>Part No: S1-ORGSCSERCH | Service & calibration check of Schmidt /Mechanical concrete test hammer<br><br>Suggested frequency of calibration check : after 5000 impacts or every year<br><br>Note : Charges do not include any components that may need to be replaced. Prices are based on Return to desk basis, freight for shipping to our repair centre , B28, Okhla industrial area, phase 1, new delhi – 110020 to your account. Freight from our works back to location will be borne by our company. | 1 |

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### CRITICAL DATE SHEET

| Sl. No. | Stage | Date & Time |
|---|---|---|
| 1. | Publish Date & Time | As per CPP Portal |
| 2. | Clarification Start Date | As per CPP Portal |
| 3. | Clarification End Date | As per CPP Portal |
| 4. | Pre-Bid Conference, if any | As per CPP Portal |
| 5. | Bid Submission Start Date & time | As per CPP Portal |

| | | |
|---|---|---|
| 6. | Bid Submission End Date & Time | As per CPP Portal |
| 7. | Bid Opening Date & Time | As per CPP Portal |

**SPECIFICATIONS/ TERMS MAY BE CHANGED AFTER PBC (IF APPLICABLE) OR IN RESPONSE TO PORTAL QUERIES AND A CORRIGENDUM SHALL BE ISSUED TO THAT EFFECT ON CPPP PORTAL ITSELF**

**TENTATIVE TIME SCHEDULE OF PROCUREMENT PLANNING**

| Sl. No. | Stage | Tentative Time Frame |
|---|---|---|
| 1. | Date of Completion of Bid Evaluation | Within 60 days after bid opening |
| 2. | Date of communication of Rejection of Bids | Within 10-20 days after bid evaluation |
| 3. | Date of disposal of representation/contest, if any | Within 10-20 days of representation |
| 4. | Notification of Award | Within 120 days after bid opening |

## CHAPTER – 1: INSTRUCTIONS TO BIDDERS (ITB)

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# A. Introduction

## 1.1. Eligible Bidders

1.1.1 This NIT is open to all suppliers subject to the provisions of Para5 of the NIT above.

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:

**i)** In case of proprietary MSE, proprietor(s) shall be SC/ST.

**ii)** In case of partnership MSE, the SC/ST partners shall be holding at least 51% (fifty-one percent) shares in the unit.

**iii)** 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 suo-moto proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; 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/Action as per provisions of BSD.
   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 Content of Tender Documents

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

1.4.2

**Chapter-1:** Instructions to Bidder (ITB)

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

**Chapter -3:** Schedule of Requirements

**Chapter -4:** Specifications and Allied Technical Details

**Chapter -5:** Price Schedule Forms

**Chapter -6:** Qualification requirements

**Chapter -7:** Contract Form

**Chapter -8:** Other Standard Forms / Annexure:

**(1)** Multi Form
**(2)** Manufacturer's Authorization Form (MAF)
**(3)** Bid Securing Declaration
**(4)** Performance Statement cum Service Support Details Form
**(5)** Deviation Statement Form
**(6)** Format of Integrity Pact (applicable to contracts valuing INR 3 crores and above)
**(7)** Govt. Policies Snapshot Annexure

1.4.3 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.

### 1.5 Clarification of Tender Documents

1.5.1 A prospective Bidder requiring any clarification shall do so through emails only**.** If Pre-Bid Conference has been kept for this tender, then queries related to PBC participation shall be accepted on the email address provided for this purpose in the NIT. No request for clarification or query shall be entertained after the **online**/PBC (if any) deadline. 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.

1.5.2 Wherever PBC is held, the answers to queries, clarifications and amendments issued would also be hosted on the website of the Purchaser for the benefit of the other prospective bidders. NO SEPARATE CORRIGENDUM SHALL BE PUBLISHED IN THE NEWSPAPERS EVEN IF THE INITIAL NIT WAS PUBLISHED IN THE NEWSPAPERS.

### 1.6 Amendment of Tender Documents & Pre-Bid Conference (PBC)

1.6.1 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 at the time of PBC (if held) or otherwise, modify the Bid Document by amendment. Such amendments shall form an integral part of bid documents and it shall amount to

an amendment of relevant clauses of the Bid Document. All clarifications / amendments / corrigendum are automatically available / conveyed to interested bidders only. NO SEPARATE CORRIGENDUM SHALL BE PUBLISHED IN THE NEWSPAPERS. Prospective bidders are expected to regularly check the CBRI website before submitting their bids to take cognizance of the amendments.

1.6.2 A Pre-bid Conference (PBC) shall be held **only if mentioned in NIT**. All prospective bidders are requested to kindly attend the Pre-bid Conference. **Please inform your intention to participate by sending email to address given in NIT** and also put your queries / questions on the portal before the date of PBC to help us keep the response ready. In case of multiple items tender, PBC for any particular item may be held in a random order. Firms willing to attend must be present at the appointed hours on the day of PBC. The purchaser shall answer the queries during the pre-bid conference, which would become a part of the proceedings of the Pre-bid Conference. **PBC shall be held online and a link will be shared with interested bidders.**

1.6.3 If a bid is submitted without taking into account these amendments/clarifications (issued **online**), it will be treated as non-responsive and rejected summarily.

1.6.4 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.

# C. PREPARATION OF BIDS

## 1.7 Language of Bid

1.7.1 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.

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

## 1.8 Purchase Preference Policies

1.8.1 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.

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

## 1.9. Documents Comprising the Bid

1.9.1 Bidder shall enclose following documents with 'Technical Bid' and 'Price Bid'

i) Technical Bid

- **a.** Multi Form
- **b.** Bid security as specified in the NIT ***(Read NIT page of this document for mode of submission)***
- **c.** Performance Statement cum Service Support Details Form
- **d.** Deviation Statement Form
- **e.** Manufacturer's Authorization Form along with a certified copy of the Agency Agreement between the

bidders and the Indian Agent wherever required

**f.** Documents (technical / commercial etc.) establishing goods eligibility and conformity to bidding documents

**g.** Schedule of requirements

**h.** Self-certification and documents to avail the benefits as required under the Make in India policy, ***if applicable***

**i.** Documentary evidence about the status of the bidder i.e. whether MSE or not, owned by SC/ST or not and whether the MSE is owned by a women entrepreneur or not, ***if applicable***

**j.** Valid Registration Certificate for Bidders as per order no. P-45021/112/2020-PP(BE-II) (E-43780) dated 24.08.2020, ***if applicable***

**k.** Any other relevant documents in support of bidder's eligibility (***Please enclose duly filled and signed Integrity Pact, if this bid document has mentioned its requirement in NIT irrespective of your quoted price***)

**ii)** Price Bid

a. Bid form

b. Applicable Price Schedule Form

c. Any other document related to price information

**Note: All the forms & formats of technical bid and price bid must be duly filled and signed. Otherwise the bid shall not be accepted.**

## 1.10 Bid form and price schedule

1.10.1 The bidder shall complete the Bid Form and note that they should necessarily submit their financial bids in the format provided on bid document. If the file is found to be modified by the bidder, the bid will be rejected. For technical issues bidder may directly contact portal **support service**.

## 1.11 Bid Prices

1.11.1 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.

1.11.2 Prices breakup shall be as given.

1.11.3 Bid is to be evaluated on this price only.

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

1.11.5 All lots and items must be listed and priced separately in the BoQ.

1.11.6 The Purchaser is registered with Dept. of Scientific & Industrial Research, Govt. of India and concessional customs duty is applicable vide notification no. 54/2002-Customs on all imports covered under notification No.51/96-Customs dated 23.07.1996. If a bidder requires such certificate for obtaining concessional customs duty related to items to be supplied same can be considered on case to case basis subject to its acceptance by the Customs Authorities.

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

## 1.12 Documents Establishing Bidder's Eligibility and qualifications

1.12.1 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.

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

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

**ii)** 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.

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

1.12.3 Conditional tenders shall not be accepted and shall be rejected summarily as non-responsive.

## 1.13 Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

1.13.1 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.

1.13.2 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:

- **i)** A detailed description of the essential technical and performance characteristics of the goods;
- **ii)** 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
- **iii)** 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.

1.13.3 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.

1.13.4 Bids with offers for alternate/makes/models in deviation to bid specifications will not be accepted.

## 1.14. Bid Security (BS) / Earnest Money Deposit (EMD)

1.14.1 The Bidder shall furnish, as part of its bid, a bid security (BS). The BS shall be submitted by the manufacturer or their specifically authorized dealer/bidder.

1.14.2 The bid security shall be as per Bid Securing Declaration form (Annexure-III of this bid document)(BSD).

1.14.3 The bid security shall be payable promptly upon written demand by the purchaser in case the conditions listed in the ITB clause 1.14.9 are invoked.

1.14.4 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.

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

1.14.6 Bidders that are currently registered with the purchaser or registered as SMEs will continue to remain registered during the tender validity period also and are exempted from payment of EMD. In case the tendered falls in these categories, the bidder should furnish a certified copy of its valid registration details Except for SMEs, this exemption is valid for the trade group and monetary value of registration only. The SMEs 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.

1.14.7 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.

1.14.8 The bid security may be forfeited:

- **i)** If a Bidder withdraws or amends or modifies or impairs or derogates its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- **ii)** If the successful Bidder fails to furnish order acceptance within 14 days of the order and/or fails to furnish Performance Security (@ 5% of the contract value, wherever applicable) within 21 days from the date of order.

## 1.15 Period of Validity of Bids

1.15.1 Bids shall remain valid for period mentioned on CPP portal after the date of bid opening prescribed by the Purchaser. **A bid valid for a shorter period than that shall be rejected by the Purchaser as non-responsive. Bidder should provide bid validity of 120 days.**

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

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

## D. Submission of Online Bids

1.16 The Bidders are advised to 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

*Please note that purchaser neither operates nor manages the CPPP portal where online bids are submitted and therefore will not be responsible for any technical issues related to bid submission (like bidder not being able to upload bid, blank/missing/ part documents etc.). Wherever bid is incomplete on account of these, it will be treated as such and evaluated further. For any technical queries/issues related to online bid submission, bidders must directly approach support service of CPPP portal as per the details given on the website itself.*

1.16.1 Bids shall be submitted online only at CPPP portal: https://etenders.gov.in/eprocure/app either in Single Bid or Two Bid format as per the instructions hosted on the portal itself. For processing convenience, a HARD COPY of the TECHNICAL BID ONLY including brochures/technical literature etc. should be sent through post. For the purpose of evaluation, BID SUBMITTED ONLINE ONLY WILL BE USED. Please note that receipt of Hard Copy of the bid at our end will not be proof of having submitted the bid and hard copy will not be considered if online bid is not submitted or found faulty for any technical reasons of the CPPP portal. IN CASE OF ANY VARIATION IN THE HARD COPY BID AND THE ONLINE BID DATA/DETAILS/SPECIFICATIONS, ONLY ONLINE DATA/ DETAILS/ SPECIFICATIONS WILL BE CONSIDERED.

**1.17 Deadline for Submission of Bids**

1.17.1 As per dates/time given on CPPP portal. Please note that requests for extension of date/time will not be entertained.

1.17.2 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.

1.17.3 Withdrawal, substitution and Modification of Bids

As per CPPP portal

## 1.18 E Opening and Evaluation of Bids

1.18.1 Opening of Bids by the Purchaser

Bids will be opened online on the specified date and time. There is no need to visit purchaser's premises to attend bid opening. If the bids cannot be opened on due date/time due to any technical or administrative issues (network/connectivity issues, holidays etc.) these will be opened as soon as the issue is resolved or next working day as the case maybe. Bids submitted online on CPPP portal are safe, secure, and confidential and details can be seen only by the purchaser and bidders after opening following the due process. In two- part bidding, the financial bid shall be opened only after technical evaluation.

**1.18.2** Clarification of Bids

1.18.3 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.

## 1.19. Preliminary Examination

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

**1.19.2 The Purchaser shall confirm that requisite documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected as non-responsive. Bids will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the tender enquiry document. The tenders, who do not meet the basic requirements, are to be treated as unresponsive and ignored.**

**The following are some of the important points, for which a tender may be declared as unresponsive and to be ignored, during the initial scrutiny:**

**i) The Bid is unsigned.**
**ii) The Bidder is not eligible**
**iii) The Bid validity is shorter than the required period.**
**iv) The Bidder has quoted for goods manufactured by a different firm without MAF.**
**v) Bidder has not furnished the EMD / bid security / BSD as the case maybe**
**vi) Bidder has not agreed to give the required performance security, if required.**
**vii) Where the bidder has not quoted for all items where it is mandatory to purchase them in a single lot as per the tender requirement.**
**viii) The bidder has not agreed to some essential condition(s) incorporated in the tender enquiry.**
**ix) The bidder has failed to attach applicable documents in the Technical Bid or Price Bid folders**

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

### 1.20 Responsiveness of Bids

1.20.1 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:

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

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

1.20.3 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.

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

## 1.21 Bidder's right to question rejection

1.21.1 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.

1.21.2 In case a Bidder feels aggrieved by the decision of the purchaser, he may then send his representation within 05 working days from the date of communication of the purchaser intimating the rejection for reconsideration of the decision by the purchaser.

## 1.22 Non-Conformity, Error and Omission

1.22.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities or omissions in the Bid that do not constitute a material deviation.

1.22.2 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 which were not essential as per the tender document eligibility conditions. 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.

1.22.3 Prices quoted in PRICE BID shall be the basis of evaluation.

## 1.23 Examination of Terms & Conditions, Technical Evaluation

1.23.1 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.

1.23.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 1.13 & 1.14, to confirm that all requirements specified in Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.

1.23.3 Incomplete bids which does not fulfill our requirements and/or if any of the conditions are not complied with, are liable for rejection. Please fill relevant forms to show compliance of item's technical specifications, and other requirements with your quoted offer. Please note that simply mentioning 'comply'/'yes'/'meets requirement' / 'better' etc. would not suffice unless the specification/requirement is clearly stated in the technical literature or other supporting documents submitted with the bid. However minor technical informality not having appreciable bearing on the prices or performance may be ignored while technical evaluation of the bid at the discretion of the purchaser.

1.23.4 If in the opinion of the purchaser, the bidder has provided a customized technical literature/brochure just to comply with the purchaser's technical requirement but may not actually have supplied same/similar item to any customer, it may seek more information/clarification in this regard which may include but not limited to demonstration of same/similar item or getting performance feedback from other clients based on which the final decision as regards to bidders technical eligibility will be taken and communicated to it.

1.23.5 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.

## 1.24 Conversion to Single Currency

1.24.1 To facilitate evaluation and comparison, the Purchaser will convert all quoted prices expressed in various currencies to Indian Rupees at the selling exchange rate 335 established by any bank in India as notified in the Newspapers on the date of bid opening (techno-commercial bid in the case of two-part bidding) For this purpose, exchange rate notified in www.xe.com or www.rbi.org or any other website could also be used by the purchaser.

## 1.25 Evaluation and comparison of bids

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

1.25.2 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.

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

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

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

a. 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.

b. 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.

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

a. 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.

b. 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.

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

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

1.25.5 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, five per cent sub-target shall be met from other MSE.

1.25.6 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.

1.25.7 The bids shall be evaluated on the basis of final landing cost which shall be arrived as under which may exclude one or more of the following components)

**i)** The price of the goods quoted ex-works including all taxes already paid.

**ii)** GST as applicable. PLEASE READ Clause 1.11.6of **ITB**.

iii) Charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination.

iv) Wherever applicable, the cost towards the installation, commissioning, spares, extended warranty, AMC/CMC, site preparation and training including any incidental services, if any.

v) Bidder should give a clear cut break up of ex-works, FOB/FCA, CIF/CIP price to facilitate the proper comparison. **Where there is no mention of packing, forwarding, freight, transportation, insurance charges such offers shall be rejected as incomplete**.

1.25.8 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.

1.25.9 Where multiple items are mentioned in the BOQ list, BIDDER MUST QUOTE for ALL ITEMS AS THE LOWEST BID WILL BE DECIDED BASED ON OVERALL TOTAL VALUE OF ALL THE BOQ ITEMS AS THESE ARE REQUIRED TO BE PURCHASED FROM SINGLE SUPPLIER TO ENSURE CONSISTENCY & COMPATIBILITY PARTICULARY IN CASE OF CONSUMABLES, FABRICATION ITEMS, REPAIR ITEMS, SPARES, ITEMS REQUIRED AS PART OF SET / SYSTEM ETC. Only items of equipment nature which are used individually without any interdependence can be compared and bought on individual basis will be bought from respective lowest bidder.

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

### 1.26 Contacting the Purchaser

1.26.1 Subject to ITB Clause 1.26, 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.

1.26.2 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.

### 1.27 Post Qualification

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

1.27.2 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.

1.27.3 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

### 1.28 Negotiations

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

### 1.29 Award Criteria

1.29.1 Subject to ITB Clause 1.37, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. The details of the award would be hosted on the website of the Purchaser.

### 1.30 Option Clause

1.30.1 The Purchaser reserves the right to increase or decrease the quantity of the required goods up to 25% 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)

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

1.31.1 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.

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

1.32.1 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.

### 1.33 Notification of Award

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

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

1.33.3 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.

### 1.34 Issue of Purchase Order/ Signing of Contract

1.34.1 Promptly after notification, the Purchaser shall issue the self-contained Purchase Order to the successful Bidder or detailed contract document for signature.

### 1.35 Order Acceptance

1.35.1 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.

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

### 1.36 Performance Security

1.36.1 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.

1.36.2 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.

1.36.3 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.

1.36.4 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.

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

**i)** A Bank guarantee or stand-by Letter of Credit issued by a Nationalized/ Scheduled bank

**ii)** A Banker's cheque or Account Payee demand draft in favor of the purchaser. Or,

**iii)** A Fixed Deposit Receipt pledged in favor of the Purchaser.

1.36.6 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.

1.36.7 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.

1.36.8 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.

## 1.37 Pre-bid Conference (PBC) : As per NIT

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

# CHAPTER – 2: CONDITIONS OF CONTRACT

## A GENERAL CONDITIONS OF CONTRACT (GCC)

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# GENERAL CONDITIONS OF CONTRACT (GCC)

## 2.1 Definitions

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

(a) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(b) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

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

(d) "Day" means calendar day.

(e) "Completion" means the fulfillment of the Goods and related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(f) "GCC" means the General Conditions of Contract.

(g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(h) "Related Services" means the services incidental to the supply of the goods, such as transportation, insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.

(i) "SCC" means the Special Conditions of Contract.

(j) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(k) Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(l) The "Council" means the Council of Scientific & Industrial Research (CSIR), registered under the Societies Registration Act, 1860 of the Govt. of India having its registered office at 2, Rafi Marg, New Delhi-110001, India.

(m) The "Purchaser" means any of the constituent Laboratory/Institute of the Council situated at any designated place in India as specified in SCC.

(n) "The final destination," where applicable, means the place named in the SCC.

## 2.2 Contract Documents

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

## 2.3 Code of Integrity

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

a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the purchaser;

b) Forfeiture or encashment of any other security or bond relating to the procurement;

c) Recovery of payments including advance payments, if any, made by the Purchaser along with interest thereon at the prevailing rate.

a) 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 fulfillment of the provisions of the Contract and shall designate one party to act as a leader with

authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

### 2.5 Scope of Supply

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

### 2.6 Suppliers' Responsibilities

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

### 2.7 Contract price

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

### 2.8 Copy Right

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

### 2.9 Application

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

### 2.10 Standards

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

### 2.11 Use of Contract Documents and Information

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

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

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

### 2.12 Patent Indemnity

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

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

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

## 2.13 Performance Security

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

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

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

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

2.13.5 The Performance security shall be as per ITB

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

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

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

## 2.14 Inspections and Tests

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

## 2.15 Packing

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

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

## 2.16 Delivery and Documents

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

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

## 2.17 Insurance

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

specified in SCC.

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

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

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

## 2.18 Transportation

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

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

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

## 2.19 Incidental Services

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

## 2.20 Spare Parts

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

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

(b) In the event of termination of production of the spare parts:

(i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and

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

## 2.21 Warranty

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

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

2.21.3 Unless otherwise specified in the SCC, the warranty shall remain valid for Twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for Eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

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

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

2.21.6 If having been notified, the Supplier fails to remedy the defect within a reasonable period of time; the Purchaser may

proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

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

## 2.22 Terms of Payment

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

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

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

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

## 2.23 Change Orders and Contract Amendments

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

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

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

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

## 2.24 Assignment

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

## 2.25 Subcontracts

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

## 2.26 Extension of time.

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

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

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

## 2.27 Liquidated Damages

2.27.1 Subject to GCC Clause on Force Majeure, if the Supplier fails to deliver any or all of the Goods or to perform the

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

### 2.28 Termination for Default

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

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

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

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

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

(a) The Performance Security is to be forfeited;

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

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

### 2.29 Force Majeure

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

2.29.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier.

Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

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

### 2.30 Termination for Insolvency

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

### 2.31 Termination for Convenience

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

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

(a) To have any portion completed and delivered at the Contract terms and prices; and/or

(b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

### 2.32 Settlement of Disputes

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

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

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

(a) If any dispute or difference arises between the parties hereto as to the construction, interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this Agreement, such disputes or differences shall be referred to an Arbitral Bench consisting of three Arbitrators, one each to be appointed by each party and the two Arbitrators shall appoint a third Arbitrator who shall be the presiding Arbitrator. A reference to the Arbitration under this Clause shall be deemed to be submission within the meaning of the Arbitration and Conciliation Act, 1996 and the rules framed 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.

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

2.32.5 Not withstanding, 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 e-mail or and confirmed in writing to the other party's address specified in the SCC.

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

### 2.36 Taxes and Duties

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

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

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

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

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

### 2.37 Right to use Defective Goods

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

### 2.38 Protection against Damage

2.38.1 The system shall not be prone to damage during power failures and trip outs. The normal voltage and frequency conditions available at site as under:
(a) Voltage 230 volts – Single phase/ 415 V 3 phase (+_ 10%) (b) Frequency 50 Hz.

### 2.39 Site preparation and installation

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

### 2.40 Import and Export Licenses

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

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

### 2.41 Risk Purchase Clause

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

### 2.42 Option Clause

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

### 2.43 Order Acceptance

2.43.1 The successful bidder should submit Order acceptance within 14 days from the date of issue of order, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited pursuant to clause 1.15.9 of ITB.

# B SPECIAL CONDITIONS OF CONTRACT

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

| S.N. | GCC Clause Ref | Condition |
|---|---|---|
| 1 | GCC 2.1.1(m) | The Purchaser is:<br>CSIR – Central Building Research Institute (CBRI)<br>Roorkee, Uttarakhand, INDIA |
| 2 | GCC 2.1.1(m) | The Final Destination is:<br>CSIR – Central Building Research Institute (CBRI)<br>Roorkee, Uttarakhand, INDIA |
| 3 | GCC 2.13.1 | The amount of the Performance Security shall be 3 % of the contract value. |
| 4 | GCC 2.15.2<br>NA | The marking and documentation within and outside the packages shall be:<br>(a) Each package should have a packing list within it detailing the part No(s), description, quantity etc.<br>(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.<br>(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.<br>(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. |

| | | |
|---|---|---|
| 5 | GCC 2.16.1 | Details of Shipping and other Documents to be furnished by the Supplier are :<br><br><u>For goods manufactured within India</u><br>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.<br>(a) Two copies of Supplier's Invoice indicating, *inter-alia* description and specification of the goods, quantity, unit price, total value;<br>(b) Packing list;<br>(c) Certificate of country of origin;<br>(d) Insurance certificate, if required under the contract;<br>(e) Railway receipt/Consignment note;<br>(f) Manufacturer's guarantee certificate and in-house inspection certificate;<br>(g) Inspection certificate issued by purchaser's inspector, if any; and<br>(h) Any other document(s) as and when required in terms of the contract.<br><br>Note:<br>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).**<br>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.**<br><br><u>For goods manufactured abroad</u><br>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.<br>(a) Two copies of supplier's Invoice giving full details of the goods including quantity, value, etc.;<br>(b) Packing list;<br>(c) Certificate of country of origin issued by supplier;<br>(d) Manufacturer's guarantee and Inspection certificate;<br>(e) Inspection certificate issued by the Purchaser's Inspector, if any;<br>(f) Insurance Certificate, if required under the contract;<br>(g) Name of the Vessel/Carrier;<br>(h) Bill of Lading/Airway Bill;<br>(l) Any other document(s) as and when required in terms of the contract.<br><br>Note:<br>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).**<br>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.** |
| 6 | GCC 2.16.3 | In case of supplies from within India, the mode of transportation shall be by ***as per bid terms***<br>In case of supplies from abroad, the mode of transportation shall be by ***as per bid terms*** |
| 7 | GCC 2.17.1 | The Insurance shall be for an amount equal to 110% of the CIF or CIP value of the contract from within "warehouse to warehouse (final destination)" on "all risk basis" including strikes, riots and civil commotion. |
| 8 | GCC 2.21.3 | The period of validity of the Warranty shall be as specified with Technical Specifications |

| | | |
|---|---|---|
| 9 | GCC2.22.1 | Advance payment shall normally be not made. Payments for INR items shall be made after successful delivery and installation. For imported items, payment shall be made either by Irrevocable Letter of Credit or 100% payment can be made by wire transfer within 15 working days after supply and acceptance of the equipment by purchaser, subject to production of Performance Security in the form of Bank Guarantee/TDR, wherever applicable. No claim for payment shall be entertained for the damaged items delivered. ALL BANK CHARGES ABROAD SHALL BE TO THE ACCOUNT OF THE BENEFICIARY<br>i.e. SUPPLIER. Letter of Credit shall be opened for % of the PO value out of which 90% shall normally be paid by the bank against receipt of shipment documents and balance 10% payment shall be made by the bank after successful installation, commissioning and training at the institute after applying late delivery/commissioning charges (if applicable). |
| 10 | GCC 2.27.1 | The penalty shall be 0.5% per week or part of a week towards late delivery and towards delay in installation and commissioning subject to maximum 10%. Acceptance of late delivery item doesn't automatically imply waiver of LD penalty unless specifically communicated in writing. |
| 11 | GCC 2.32.3 | In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall<br>apply to the arbitration proceedings. The dispute shall be referred to Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi |
| 12 | GCC 2.34.1 | The place of jurisdiction is Roorkee |
| 13 | GCC 2.35.1 | For notices, the Purchaser's address is<br>The Director (K/A: Stores & Purchase Officer) CSIR<br>– Central Building Research Institute (CBRI)<br>Roorkee, Uttarakhand, INDIA<br>Email: Director@cbri.res.in |

**FORMS**

| Sl. No. | Name |
|---|---|
| 01. | Local Content Declaration Form- Annexure I |
| 02. | Bid Securing Declaration - Annexure II |
| 03. | Land Border Sharing Declaration Form - Annexure III |
| 04. | Manufacturer Authorization Form - Annexure IV |
| 05. | Format of Integrity Pact - Annexure V |
| 06. | Bid Form - Annexure VI |
| 07. | Price Reasonability Certificate - Annexure VII |
| 08. | Acceptance of Terms and Conditions of Tender - Annexure VIII |
| 09. | Multi Form- Annexure-IX |
| 10. | Compliance Sheet [- Annexure X |

**Annexure 1**

# LOCAL CONTENT DECLARATION FORM

(to be printed on the letter head )

No_____ Date:_____

To,

The Director,
CSIR-Central Building Research Institute,
Roorkee – 247667
Uttrakhand

Subject : Declaration regarding local content

Reference :

i. DPIIT notification no. F-45021/2/2017-PP(BE-II) dated 04.06.2020 and again on 16.09.2020 and any amendment thereon
ii. DPIIT(PPE), Ministry of Commerce, GoI, notification no. P-45021/102/2019-PP(BE-II) (E-29930) dated 26.11.2020 , 4 March 2021 (and any amendment thereof)
iii. CSIR-CBRI Tender no._____
iv. Our quotation no._____ dated_____

Dear Sir,

With reference to the above notifications of DPIIT, we hereby declare the following -

1. We are the manufacturer / we have done value addition to the quoted item **(please choose either one)** for the items mentioned in above referred quote
2. We have authorized Mr./Ms. _____(name)_____designation_____ of our company for giving declaration regarding local content w.r.t. the referred DPIIT notification(s) and any amendment thereon. Our company owns the responsibility for the signature of above official regarding local content being declared herewith. Now onward above mentioned signatory will correspond with your department regarding local content. We understand that the local content is not claimed by us on the basis of ***profit, warehousing, marketing, logistics, freight, transportation, insurance, installation, commissioning, training, after sales services, AMC/CAMC etc. as local value addition.***
3. The local content in our referred item's quote is _____% as per above notification of DPIIT.
4. We are Class (I or II) *(bidder to choose* either one) supplier as per DPIIT Notifications.
5. Local content value addition is at place _____(Complete address)
6. We understand that false declaration of local content %age w.r.t. above DPIIT order will be in breach of the code of integrity under rule 175(1) (i) (h) of the General Financial Rules (GFR)2017 for which the bidder or its successors can be debarred for up to two years as per Rule 151(iii) of GFR along with such other action as may be permissible under law.

Thanking you.

Yours faithfully

Name: ----------
Signature_____
company seal_____

Date:
Place:

**Annexure 2**

**Bid Securing Declaration**
(on Company Letter-head)

Bidder's Name_____
[Address and Contact Details]
Bidder's Reference No._____ Date…….

To
The Director CBRI, through
Head of Procurement
Procuring Organization
[Complete address of the Procuring Entity]

Ref: Tender Document No. Tender No./ xxxx; Tender Title: GOODS

Sir/ Madam

We, the undersigned, solemnly declare that:
We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration in lieu of Bid Security.
We unconditionally accept the conditions of this Bid Securing Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender in Procuring Organization for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:

1) withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or
2) being notified within the bid validity of the acceptance of our bid by the Procuring Entity:
   refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.
   Fail or refuse to sign the contract.

We know that this bid-Securing Declaration shall expire if the contract is not awarded to us, upon:

1) receipt by us of your notification
   of cancellation of the entire tender process or rejection of all bids or
   of the name of the successful bidder or
2) forty-five days after the expiration of the bid validity or any extension to it.

(Signature with date)
……..
(Name and designation)
Duly authorized to sign bid for and on behalf of…….
[name & address of Bidder and seal of company]
Dated on ……. day of …….. [insert date of signing]
Place……[ insert place of signing]
DATE:……

**Annexure 3**

# (Land Border Sharing Declaration

**(To be submitted in the bidder's letter head)**

In-line with Department of Expenditure's (DoE) Public Procurement Division Order vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020

Tender no . …….

Job: ……..

"I/ we have read the clauses pertaining to Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1, 2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India. I/We hereby certify that I/ we the bidder < name of the bidder……> is / are

a) Not from such a country and eligible to be considered for this tender.

OR

b) From such country, has been registered with the competent authority and eligible to be considered for this tender. (Evidence of valid registration by the competent authority shall be attached)

For and behalf of _____ (Name of the bidder)

(Signature, date & seal of authorized representative of the bidder)"

**Annexure 4**

**MANUFACTURER AUTHORIZATION FORM (MAF)**
**Bidder has to get this filled from OEM / Manufacturer preferably on their Letterhead**

To:
Director, CSIR – Central Building Research Institute
Roorkee, Uttarakhand, India

We, the under signed who are official manufacturers / OEM / Indian Distributor or Reseller of the items / goods being quoted by the bidder and factories or offices as indicated below, do hereby authorize *the Bidder* to submit a bid the purpose of which is to provide the quoted goods, manufactured / distributed by us and to subsequently negotiate and sign the Contract if the bidder's offer is found responsive, eligible and acceptable as per tender conditions.

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

| | |
|---|---|
| Name & Designation of the Signatory of This MAF | |
| Name & Address of the Manufacturer / OEM / Indian Distributor | |
| This Certificate is issued in favor of (Name of the Bidding Firm) | |

Official Seal & Sign of authorized representative(s) of the
Manufacturer/ OEM / Indian Distributor

**Annexure 5**

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 Para1.3.0 of ITB of your Tender document and have no conflict of interest.

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

a b c

We under take 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

**Annexure 6**

**Bid Form**

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

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

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

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

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

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

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

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

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

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

(f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause1.43 and GCC Clause2.13 for the due performance of the Contract and also submit order acceptance within 14 days from the date of contract in accordance with ITB Clause 1.42 and GCC Clause 2.44;

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

| Name of Recipient | Address | Reason | Amount |
|---|---|---|---|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| (If none has been paid or is to be paid, indicate "none.") | | _____ | _____ |

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

formal contract is prepared and executed.

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

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

In the capacity of *[insert legal capacity of person signing the Bid Submission Form]*

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

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

Dated on_____day of_____,_____*[insert date of signing]*

**Annexure 7**

**PRICE REASONABILITY CERTIFICATE**

(to be submitted on firm's letterhead)

This is to certify that we have offered the maximum possible discount to you in our Quotation No. _____ dated _____ for (Currency)_____.

We would like to certify that the quoted prices are the minimum and we have not quoted the same product/service on lesser rates than those being offered to CSIR-CBRI to any other customer nor they will do so till the validity of offer or execution of purchase order, whichever is later.

Seal and Signature of the tenderer

**Annexure 8**

## Acceptance of Terms & Conditions of Tender

To Date:

_____

_____

Sub.: **Acceptance of Terms & Conditions of Tender**

Tender Reference No.__ Name of Tender:_____

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned tender from the website (s)namely:___

2. I/we hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No.__to page No.____(including all documents like annexure(s), schedule(s) etc. which form part of the contract agreement and I/we shall abide hereby the terms/conditions/clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/organization too has also been taken into consideration, while submitting this acceptance letter.

4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in its totality/entirety.

5. I/We do hereby declare that our firm has not been blacklisted/debarred by any Govt. department/Public Sector Undertaking.

6. I/We certify that all information furnished by our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposited, absolutely

Yours faithfully,

(Signature of the Bidder with official seal)

**Annexure 9**

**MULTI FORM**

**(Bid Form, Bidder Information, Border Declaration, Code of Integrity)**

To:

**The Director,**

**CSIR – Central Building research Institute,**

Roorkee, INDIA

**We, the undersigned, declare that:**

**a)** We have examined and have no reservations to the Bidding Documents. We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services. Prices and discounts, if any, are mentioned in the Price Bid.

**b)** ***Our bid shall be valid for the period of time specified in the bid document*** and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

**c)** We agree to submit Performance Security, if required, as per the terms of this bid document;

**d)** Details of commissions, gratuities, or fees paid or to be paid with respect to the bidding process or execution of the Contract:

| Name of Recipient | Address | Reason | Amount |
|---|---|---|---|
| | | | |
| | | | |

**(IF NONE HAS BEEN PAID OR IS TO BE PAID, INDICATE "NONE" OR LEAVE BLANK)**

**e)** 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. We understand that you are not bound to accept the written standard terms and conditions of our offer and also the lowest evaluated bid or any other bid that you may receive.

**f)** **Purchase/ Price preference:** We have read and understood original circulars/ notifications regarding purchase or price preference policies of the government under MSEs / Make in India / Start Up India / DPIIT policies and have no objection to our bid being evaluated for compliance with respect to them and thus declared eligible / ineligible as the case may be.

**g)** **Border Declaration:** We have read clause regarding restriction on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; ***We certify that the bidder is not from such a country*** or, if from a such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the competent Authority.. I hereby certify that this bidder fulfill all requirements in this regard and is eligible to be considered.*(As per requirements under P-45021/112/2020-PP(BE-II)(E-43780) dated 24.08.2020 of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade and any amendments thereon.)*

**Declaration for Code of Integrity & Conflict of Interest**: 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:

***1.***
***2.***
***3.***

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

| **Bidder's Legal Name** *:* | |
|---|---|

| | |
|---|---|
| **(In case of JV, legal name of each party)** | |
| **Bidder's actual or intended Country of Registration:** | |
| **Bidder's Year of Registration:** | |
| **Bidder's Legal Address in Country of Registration:** | |
| **Bidder's Authorized Representative Information**<br><br>**Complete Name, Address &Contact Details (Mobile, Landline, Email)** | |

**Attached are scanned / copies of original documents of Articles of Incorporation or Registration of firm.**

Signature & Seal of Bidder / Authorized Signatory

Name of the Signatory

**(Note: This form is to be filled mandatorily and is to be submitted along with the Technical Bid failing which Tender shall be declared as non-responsive and rejected.)**

**Annexure 10**

# ***Compliance Sheet***

| S. N. | Name of specifications/part / Accessories of tender/ enquiry | Specifications of quoted Model/ Item | Compliance<br><br>Whether "YES" Or "NO" | Deviation, if any, to be indicated in unambiguous terms | Whether the compliance / deviation is clearly mentioned in technical leaflet/ literature |
|---|---|---|---|---|---|
| **1** | **2** | **3** | **4** | **5** | **6** |
| | | | | | |

Yours faithfully,

(Signature of the Bidder with official seal)