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

दूरभाष /Tele: 01332-, 283257, 283281/फैक्स,Fax272543 ,272272 :
ईमेल/Email :spo@cbri.res.in, वेबसाइट /Website :www.cbri.res.in

BID DOCUMENT

Tender Type : Open Tender

IMPORTANT GUIDELINES

- THIS TENDER DOCUMENT IS PUBLISHED ON CPP Portal https://etenders.gov.in/eprocure/ AND ALSO ON CSIR-CBRI WEBSITE https:/www.cbri.res.in AND CAN BE DOWNLOADED FROM THERE.
- **Please go through the Tender document carefully and submit your Tender ONLINE complete in all respects. A check list has been provided at Page No. 48. The same may be filled up and submitted along with Tender.**
- CORRIGENDUM, IF ANY, SHALL BE PUBLISHED ON CBRI WEBSITE/CPP PORTAL ONLY AND NO SEPARATE NEWSPAPER ADVERTISEMENT SHALL BE ISSUED
- To get preferential treatment against fully imported offers, domestic bidders(manufacturers or suppliers) must comply with Order Nos. P-45021/112/2020-PP (BE-II) (E-43780) dated 24.08.2020, 28.08.2020, and 31.08.2020 and also Make in India Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India and any amendments there on.**THE ONUS FOR ENSURING COMPLIANCE TO THE PROVISIONS OF THESE POLICY NOTIFICATIONS KEEPING IN VIEW THE REQUIREMENTS UNDER THIS ENDER DOCUMENT ENTIRELY RESTS WITH THE BIDDER.**
- IF PRE-BID CONFERENCE(PBC) IS MENTIONED FOR THIS PROCUREMENT, SAME WILL BE CONDUCTED IN ON LINE AS WELL AS OFFLINE MODE AND LINK WILL BE SHARED WITH INTERESTED PARTICIPANTS. THE REQUEST FOR SAME MAY BE SENT ONE DAY BEFORE PBC. INTERESTED BIDDER MAY SEND THEIR REQUEST FOR LINK AT THE EMAIL GIVEN IN **NIT**.THIS DOCUMENT MAY BE MODIFIED AFTER THE MEETING & HOSTED ONLINE**.**BIDS MUST BE SUBMITTED ONLY AFTER MODIFIED BID DOCUMENT HAS BEEN HOSTED AFTER PBC TO AVOID DISQUALIFICATIONON ACCOUNT OF MISSING IMPORTANTINFORMATION.
- **IN CASE OF ANY UNRESOLVED ISSUES/ INTERPRETATIONS THE PROVISIONS OF CSIRMPG 2019 ALONG WITH AMENDMENTS THERE TO SHALL PREVAIL.**

Stores & Purchase Officer
CSIR – Central Building Research Institute
Roorkee, Uttarakhand-247667

CSIR-CBRI ROORKEE

NOTICE INVITING TENDERS (NIT)

1 Director, CSIR- CBRI, Roorkee invites **ON-LINE bids** from manufacturers, their authorized distributors and Indian Agent of Foreign principals, if any, under the provision of various policy initiatives and notifications issued by various Ministries / Departments of the Govt. of India for purchase of items listed below:

CPP Portal Tender ID		**2026_CSIR_294412_pack1**	
Tender No.	**PB-1(40)25**	**Bid Type**	**Double Bid**
PBC REQUIRED (Pre bid Conference)			N.A.
S.N.	**Item Description& Quantity**		**EMD: In the form of Bid Security Declaration** (As per 1.14 of ITB)
1.	**24-port L2 managed network switch as per attached specifications Qty: 15 Nos**		**PBG** @3% of the contract value to cover the warranty applicable on award of contract.
2.	**10GBps MM Fiber SFP Module for above switches Qty: 20 Nos**		
3.	**10 Gbps RJ45 Copper SFP Module for above switches Qty: 10 Nos**		
	(Detailed technical Specification is given at chapter 4 of bid document)		
~~**Anybody desirous to attend Pre bid meeting may join online or physical mode. The request for same may be send one day before to mail ID spo.cbri@csir.res.in . Proper authorization letter from OEM may be presented during Pre bid conference.**~~			

2 Interested Bidders may obtain further information from the CPPP Portal (https://etenders.gov.in/eprocure/app).

3 The bids must be submitted online only as per dates/times mentioned on the CPPP Portal.

4 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, office closure 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 can be seen only after opening following the due process.

5 Purchaser follows Govt. of India's public procurement policies

Important Note for MSEs / Start Up India / Make In India - DPIIT Policy Bidders

- Although provisions related to Government's public procurement purchase preference policy are briefly stated in the tender document under relevant clauses, any bidder seeking exemptions / benefits / preferences under MSEs / Start Up India / Make in India / DPIIT, Ministry of Commerce and Industry policy or any other policy / scheme of the Government of India, which is currently in force MUST at the time of bidding itself declare its bidding status and the benefit/preference sought under the relevant policy of the Government and enclose all related documents / certificates etc. for claiming such benefits. The bidder must also clearly highlight the provisions of the policy with respect to the benefit/preference being sought by it for which it meets the eligibility conditions.
- IF THE BIDDER FAILS TO DECLARE ITS STATUS AND/ OR FAILS TO CLAIM THE POLCIY BENEFIT/ PREFERENCE/ EXEMPTION ETC. AND/ OR FAIL TO SUBMIT NECESSARY DOCUMENTS/ CERTIFICATES IN SUPPORT OF ITS CLAIM AT THE TIME OF BIDDING ITSELF, ITS CLAIM SHALL NOT BE ENTERTAINED AT A LATER STAGE IN THE BIDDING PROCESS AND NO OPPORTUNITY SHALL BE PROVIDED TO IT TO SUBMITANY DOCUMENT/ CERTIFICATE IN SUPPORT OF ITS CLAIM AS IT VIOLATES THE TENDERING PROCESS.
- **Prospective bidders are advised to go through the original policy documents issued by concerned Ministry/ Department. However a brief overview of the main tendering related provisions of various policies is provided in Annexure VIII of this bid document.**

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

Note:

1. If you come across any trade names, make, proprietary or trademark term (any manufacturer/vendor specific) or other similar requirements in our technical specifications, you may quote for equivalent (will need to elaborate) specifications/terms. If you find that specifications are locked in favour of any one particular firm or if you come across any restrictive clauses etc. please inform immediately within the stipulated query time. We will not entertain or answer telephonic/ email queries or representations sent after the bid submission deadlines.

2. All bidders are requested to follow each and every instruction as given in bidding documents under clause no. 1.4 to 1.4.2 mandatorily failing which the bid will be treated as non-responsive and disqualified without assigning' any reason.

Yours sincerely,
Sd/-
(Stores & Purchaser Officer)

CSIR-CBRI ROORKEE

]

INDEX

Chapter	Content
1	Instructions to Bidders (ITB)
2	Conditions of Contract
3	Schedule of Requirement
4	Specifications and Allied Technical Details
5	Price Schedule Forms
6	Qualification Requirements
7	Other Forms / Annexures

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

CSIR-CBRI ROORKEE

CHAPTER – 1: INSTRUCTIONS TO BIDDERS (ITB)

Table of Contents

Sl. No.	Contents
A.	**Introduction**
1.1	Eligible Bidders
1.2	Cost of Bidding
1.3	Code of Integrity for Public Procurement
B.	**The Bidding Documents**
1.4	Content of tender Documents
1.5	Clarification of tender documents
1.6	Amendment of Tender Documents & Pre-Bid Conference (PBC)
C.	**Preparation of Bids**
1.7	Language of Bid
1.8	Purchase Preference Policies
1.9	Documents Comprising the Bid
1.10	Bid form and price schedule
1.11	Bid Prices
1.12	Documents Establishing Bidder's Eligibility and Qualifications
1.13	Documents Establishing Goods' Eligibility and Conformity to Bid Documents
1.14	Bid Security (BS) / Earnest Money Deposit (EMD)
1.15	Period of Validity of Bids
D.	**Submission of Online Bids**
1.16	Submission of online Bids
1.17	Deadline for Submission of Bids
E	**Opening and Evaluation of Bids**
1.18	Opening of Bids by the Purchaser
1.19	Preliminary Examination
1.20	Responsiveness of Bids
1.21	Bidders right to question rejection
1.22	Non-Conformity, Error and Omission
1.23	Examination of Terms & Conditions, Technical Evaluation
1.24	Bid Currency
1.25	Evaluation and Comparison of bids
1.26	Contacting the Purchaser
1.27	Post qualification
F.	**Award of Contract**
1.28	Negotiations
1.29	Award Criteria
1.30	Option Clause
1.31	Purchaser's right to vary Quantities at Time of Award
1.32	Purchaser's right to accept any Bid and to reject any or all Bids
1.33	Notification of Award
1.34	Issue of Purchase Order / Signing of Contract
1.35	Order Acceptance
1.36	Performance Security
1.37	Pre-bid Conference (PBC): As per NIT

A. Introduction

1.1. Eligible Bidders

CSIR-CRI ROORKEE

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

CSIR-CBRI ROORKEE

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:

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

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

1.5 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.

CSIR-CBRI ROORKEE

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 putyour 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***)

CSIR-CBRI ROORKEE

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.

CSIR-CBRI ROORKEE

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 anytechnical 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

CSIR-CBRI ROORKEE

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 confidentialand 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

CSIR-CBRI ROORKEE

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

CSIR-CBRI ROORKEE

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

CSIR-CBRI ROORKEE

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.

CSIR-CBRI ROORKEE

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.

CSIR-CBRI ROORKEE

CHAPTER – 2: CONDITIONS OF CONTRACT

A GENERAL CONDITIONS OF CONTRACT (GCC)

Table of Contents

Sl. No.	Clause
2.1	Definitions
2.2	Contract Documents
2.3	Code of Integrity
2.4	Joint Venture, Consortium or Association
2.5	Scope of Supply
2.6	Suppliers' Responsibilities
2.7	Contract price
2.8	Copy Right
2.9	Application
2.10	Standards
2.11	Use of Contract Documents and Information
2.12	Patent Indemnity
2.13	Performance Security
2.14	Inspections and Tests
2.15	Packing
2.16	Delivery and Documents
2.17	Insurance
2.18	Transportation
2.19	Incidental Services
2.20	Spare Parts
2.21	Warranty
2.22	Terms of Payment
2.23	Change Orders and Contract Amendments
2.24	Assignment
2.25	Subcontracts
2.26	Extension of time
2.27	Liquidated Damages Clause
2.28	Termination for Default
2.29	Force Majeure
2.30	Termination for insolvency
2.31	Termination for Convenience
2.32	Settlement of Disputes
2.33	Governing Language
2.34	Applicable Law
2.35	Notice
2.36	Taxes and Duties
2.37	Right to use Defective Goods
2.38	Protection against Damage
2.39	Site preparation and installation
2.40	Import and Export Licenses
2.41	Risk Purchase Clause
2.42	Option Clause
2.43	Order Acceptance

CSIR-CBRI ROORKEE

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.

CSIR-CBRI ROORKEE

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.

CSIR-CBRI ROORKEE

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.

CSIR-CBRI ROORKEE

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;

CSIR-CBRI ROORKEE

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.

CSIR-CBRI ROORKEE

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

CSIR-CBRI ROORKEE

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.

CSIR-CBRI ROORKEE

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: CSIR – Central Building Research Institute (CBRI) Roorkee, Uttarakhand, INDIA
2	GCC 2.1.1(m)	The Final Destination is: CSIR – Central Building Research Institute (CBRI) Roorkee, Uttarakhand, INDIA
3	GCC 2.13.1	The amount of the Performance Security shall be 3 % of the contract value to be submitted within 21 days of order placement.
4	GCC 2.15.2 NA	The marking and documentation within and outside the packages shall be: (a) Each package should have a packing list within it detailing the part No(s), description, quantity etc. (b) Outside each package, the contract No., the name and address of the purchaser and the final destination should be indicated on all sides and top. (c) Each package should be marked as 1/x, 2/x, 3/x……x/x, where "x" is the total No. of packages contained in the consignment. (d) All the sides and top of each package should carry an Appropriate indication/ label/ stickers indicating the precautions to be taken while handling/storage.

CSIR-CBRI ROORKEE

5	GCC 2.16.1	Details of Shipping and other Documents to be furnished by the Supplier are : <u>For goods manufactured within India</u> Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by registered post / speed post and copies thereof by FAX/Email. (a) Two copies of Supplier's Invoice indicating, *inter-alia* description and specification of the goods, quantity, unit price, total value; (b) Packing list; (c) Certificate of country of origin; (d) Insurance certificate, if required under the contract; (e) Railway receipt/Consignment note; (f) Manufacturer's guarantee certificate and in-house inspection certificate; (g) Inspection certificate issued by purchaser's inspector, if any; and (h) Any other document(s) as and when required in terms of the contract. Note: 01. **The nomenclature used for the item description in the invoices(S), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s).** 02. **The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.** <u>For goods manufactured abroad</u> Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by Registered Post/courier and copies thereof by FAX/Email. (a) Two copies of supplier's Invoice giving full details of the goods including quantity, value, etc.; (b) Packing list; (c) Certificate of country of origin issued by supplier; (d) Manufacturer's guarantee and Inspection certificate; (e) Inspection certificate issued by the Purchaser's Inspector, if any; (f) Insurance Certificate, if required under the contract; (g) Name of the Vessel/Carrier; (h) Bill of Lading/Airway Bill; (l) Any other document(s) as and when required in terms of the contract. Note: 01. **The nomenclature used for the item description in the Invoices (s), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s).** 02. **The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.**
6	GCC 2.16.3	In case of supplies from within India, the mode of transportation shall be by ***as per bid terms*** 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 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).

CSIR-CBRI ROORKEE

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 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 The Director (K/A: Stores & Purchase Officer) CSIR – Central Building Research Institute (CBRI) Roorkee, Uttarakhand, INDIA Email: Director@cbri.res.in

CSIR-CBRI ROORKEE

CHAPTER – 3: SCHEDULE OF REQUIREMENTS

(To be filled by the bidder as appropriate and enclosed with the Technical Bid)

Please note that 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 ETC. Only items of equipment nature will be compared on individual basis and will be bought from respective L1 bidder for each such item.

S.N.	Brief Description of Goods & Services	Quantity	Physical Unit	Final destination/ Place	Delivery Schedule (to be filled by the bidder)	Time frame required for conducting installation, commissioning of the eqpt, acceptance test, etc. after the arrival of consignment(to be filled by the bidder)

Term of delivery: FOB / FCA / CIF / CIP/FOR _____**(named port of shipment or named place of delivery) (retain only one)**
Period of delivery shall count from : _____
(to be filled by the bidder)
Scope of Supply : _____
Training requirement: _____
Delivery period:_____

(Location, no. of persons, period of training, nature of training)
Date : ……
Place : ……

Signature of the Bidder

Notes for Bidders:

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

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

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

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

(3) 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.

CSIR-CBRI ROORKEE

CHAPTER – 4: SPECIFICATIONS AND ALLIED TECHNICAL DETAILS

CONTENT OF THIS CHAPTER ARE UPLOADED SEPERATELY IN 'TECHNICAL SPECIFICATIONS'PART. THIS MAY ALSO INCLUDE REQUIRMENTS RELATED TO WARRANTY, AMC / CMC, SPARES, TRAINING, INSTALLATION AND FEW OTHER NECESSARY ELIGIBILITY CONDITIONS / QUALIFICATON CRITERIA APART FROM THOSE MENTIONED IN CHAPTER 6

TECHNICAL SPECIFICATIONS AND VARIOUS OTHER REQUIRMENTS MENTIONED THEREIN INCLUDING WARRANTY / TRAINING / INSTALLATION ETC. ARE TO BE TREATED AS TOTAL**BILL OF QUANTITIES (**BoQ**)** FOR THE PURPOSE OF BIDDING AND FILLING PRICE BID.

Please note that 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 ETC. Only items of equipment nature will be compared on **total system** basis and will be bought from respective L1 bidder for each such item.

Specification 3D laser Scanner and Software

Annexure – I
Technical Specifications

1. Specification of 3D Laser Scanner and Software

TECHNICAL SPECIFICATIONS OF 3D LASER SCANNER AND SOFTWARE

CSIR-CBRI ROORKEE

24-Port L2 managed Network Switch Specifications

S. No.	Description of requirement
1	Shall be 1RU, 19" Rack Mountable fully managed switch
2	24x 1G and 4x 10G fiber uplink ports.
3	1 RJ-45 (serial RS-232C) or USB console port
4	Minimum 2 GB MB flash, 2 GB DRAM
5	Minimum Packet Buffer 4 MB
6	Shall have switching capacity of minimum 128 Gbps for providing non-blocking performance on all Gigabit ports and min 95 Mpps of forwarding capacity.
7	Should support stacking or equivalent via dedicated stacking ports. Should support for minimum 50 Gbps of stacking thoughput with minimum 8 switch in stack.. All the required cables/accessories for stacking should be provisioned from Day 1.
8	IEEE 802.1D STP, IEEE 802.1w RSTP and IEEE 802.1s MSTP, 802.1x, 802.1ae, 802.3x, 802.1p, 802.1Q
9	IEEE 802.3ad Link Aggregation Control Protocol (LACP) up to eight links (ports) per group
10	Minimum MAC address table size of 16000 entries and 256 Active VLANs.
11	Shall support Jumbo frames to improve the performance of large data transfers
12	Internet Group Management Protocol (IGMP), IEEE 802.1AB Link Layer Discovery Protocol (LLDP), Multicast Listener Discovery (MLD) snooping and PIM from day 1.
13	Should support OSPF, Policy-Based Routing and VRRP from Day 1
14	IPv6 host and Dual stack (IPv4/1Pv6) support to provide transition mechanism from IPv4 to IPv6
15	Traffic prioritization based on IP address, IP Type of Service (ToS), Layer 3 protocol, TCP/UDP port number, source port, and DiffServ. Should support strict priority queuing.
16	Access Control Lists (ACL) for traffic filtering and Dynamic VLAN assignment
17	Should support MACSEC as per IEEE 802.1AE on hardware from day 1.
18	Should support port security, DHCP snooping, Spanning tree root guard, First Hop Security or equivalent.
19	The switch shall support a secure boot process that cryptographically verifies the authenticity and integrity of the BIOS/bootloader, firmware, and operating system images before execution, ensuring that only digitally signed and unmodified software components are loaded.
20	Configuration through the CLI, console, Telnet/SSH and browser-based management GUI.
21	SNMPv1, v2, and v3 and Remote monitoring, (RMON) support, sFlow/netFlow/IPFIX or equivalent for traffic analysis
22	TFTP and Secure FTP support.
23	RADIUS/TACACS+ for switch security access administration
24	Network Time Protocol (NTP) or Precision Time Protocol (PTP)
25	Should support comprehensive programability features like Model-Driven Programmability, NETCONF/REST interface, API or equivalent.
26	Switch should support redundant hot-swappable power supplies with option to add redundant Power supply
27	Operating temperature of 0°C to 45°C
28	Switch shall comply with IEC/EN/UL/CSA 62368-1 or 60950 or equivalent standard
29	Switch / Switch's Operating System should be tested for EAL2/NDPP/NDcPP or above under Common Criteria Certification.

TERMS & CONDITIONS

1. OEM support contract (5 years) with lifetime warranty mandatory at time of supply. Third-party support not acceptable.
2. Supplier must have minimum 3 years experience supplying enterprise switches to Central/State Govt/PSUs with documentary proof.
3. Enterprise TAC 24×7 support

The average annual financial turnover during last three years ending on 31.03.2026 should be at least Rs. 23,50,000/- .

The bidder should have supplied regularly for at least one equipment in the last five years to any Govt/Semi Govt. Institution, ending 31st March, 2026 with the same or higher specifications or similar parameters.

CHAPTER – 6: QUALIFICATION REQUIREMENTS

1 Experience and Past Performance: As mentioned in the Chapter 4 along with technical specifications
2 Capability- Equipment & manufacturing Facilities: As mentioned in the Chapter 4 along with technical specifications
3 Financial Standing – Applicable if mentioned in the Chapter 4

a) Condition of prior turnover and prior experience may be relaxed with respect to Micro and Small Enterprises and Start-ups (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality & technical specifications. Due consideration will be given to guidelines and directions of the government policies governing procurement from such entities.

b) Bidder Firm (manufacturer or principal of authorized representative) should not have suffered any financial loss for more than one year during the last three years, ending on the last financial year.

c) The net worth of the Bidder firm (manufacturer or principal of authorized representative) should not be negative at the ending of the last financial year.

d) Authorized Representatives: Bids of bidders quoting as authorized representative of a principal manufacturer would also be considered to be qualified, provided:

i) their principal manufacturer meets all the criteria above without exemption, and

ii) the principal manufacturer furnishes a legally enforceable tender-specific authorization in the prescribed form assuring full guarantee and warranty obligations as per the general and special conditions of contract; and

iii) the bidder himself should have been associated, as authorized representative of the same or other Principal Manufacturer for same set of services as in present bid (supply, installation, satisfactorily commissioning, after sales service as the case may be) for same or similar 'Product' for past three years ending on 'The Relevant Date'.

e) For Existing Successful Past Suppliers: In case the bidder (manufacturer or principal of authorized representative) who is a successful past supplier of 'The Product' in at least one of the recent past procurements, who do not meet any or more of requirements above, would also be considered to be qualified in view of their proven credentials, for the maximum quantity supplied by him in such recent past.

f) Joint Ventures and Holding Companies: Credentials of the partners of Joint ventures cannot (repeat cannot) be clubbed for the purpose of compliance of PQC in supply of Goods/Equipment, and each partner must comply with all the PQC criteria independently. However for the purpose of qualifying the Financial Standing Criteria, the Financial Standing credentials of a Holding Company can be clubbed with only one of the fully owned subsidiary bidding company, with appropriate legal documents proving such ownership.

Note for Bidders:

a) 'Doctrine of Substantial Compliance': The Pre-Qualification Bidding (PQB) and Pre- Qualification Criteria (PQC) are for short listing of sources who are competent to perform this contract to ensure best value for money from expenditure of Public Money. This process is neither intended to bestow any entitlement upon nor to create any rights or privileges for the Bidders, by way of overly hair-splitting or viciously legalistic interpretations of these criteria, disregarding the very rationale of the PQB and PQC. Keeping this caveat in view, interpretation by the Purchaser would be based on common usage of terminologies and phrases in public procurement in accordance with the 'Doctrine of Substantial Compliance' and would be final.

b) The Bidder must declare, whether asked or not in a bid document, any previous transgressions of 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.

c) In case of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/ dealer for this particular tender. There can be only one bid from the following:

i) The Principal manufacturer directly or through one Indian agent on his behalf; and

ii) Indian/foreign agent on behalf of only one principal.

iii) Please note that where OEM / Manufacturer has authorized two or more bidders in the same bid (excepting for System Integration items where bidders quote products from multiple OEMs/ Manufacturers), we will seek clarification directly from the OEM/ Manufacturer as to whose bid should be treated as valid and thus eligible for further processing.

d) Along with all the necessary documents/certificates required as per the tender conditions, the bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity (both technical and financial), for

CSIR-CBRI ROORKEE

manufacture and supply of the required goods/equipment, within the specified time of completion, after meeting all their current commitments.

e) Supporting documents submitted by the bidder must be certified as follows:

i) All copy of supply/work order; respective completion certificate and contact details of clients; documents issued by the relevant Industries Department/National Small Industries Corporation (NSIC)/ manufacturing license; annual report, etc., in support of experience, past performance and capacity/capability should be authenticated by the by the person authorized to sign the tender on behalf of the bidder. Original Documents must be submitted for inspection, if so demanded.

ii) All financial standing data should be certified by certified accountants, for example, Chartered Accountants/Cost Accountants or equivalent in relevant countries; and Indian bidder or Indian counterparts of foreign bidders should furnish their Permanent Account Number.

f) A bidder or any of its affiliates who participated as a consultant in the preparation of the design or technical specifications of the contract i.e. the subject of the bid; cannot participate in the bidding process.

g) Indian agents quoting on behalf of its foreign principal need to submit a copy of the agency agreement with the foreign principal detailing the services to be rendered by them on behalf of the principals, failing which its bid shall not be considered.

h) Foreign bidders to disclose the name and address of agent and representatives in India and Indian bidder to disclose their foreign principal or associates.

i) Eligibility with respect to Make In India

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

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

<u>PLEASE NOTE</u>: ONE OR MORE OF THE QUALIFICATION CRITERIA / REQUIRMENT COULD ALSO HAVE BEEN MENTIONED IN CHAPTER 4, VIZ. UNDER TECHNICAL SPECIFICATIONS (AS THESE ARE COMMUNICATED BY THE END USERS) AND THEREFORE SHALL ALSO DEEM TO BE PART OF THIS BID DOCUMENT/CHAPTER FOR THE PURPOSE OF DETERMINING ELIGIBILITY

CSIR-CBRI ROORKEE

CHAPTER7
Contract Form

Contract No. _____Date:_____
THISCONTRACT AGREEMENT is made the *[insert: number]* day of*[insert: month]*,*[insert: year]*.

BETWEEN

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

(2) [insert name of Supplier], a corporation incorporated under the laws of *[insert:countryofSupplier]*andhavingitsprincipalplaceofbusinessat*[insert:addressof Supplier]* (hereinafter called "the Supplier").

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

NOW THIS AGREEMENT WITNESSE THAS FOLLOWS:

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

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

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

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

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

05. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as maybecomepayableundertheprovisionsoftheContractatthetimesandinthe manner prescribed by the Contract

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

For and on behalf of the Council of Scientific & Industrial Research
Signed: *[insert signature]*
In the capacity of *[insert title or other appropriate designation]*

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

CSIR-CBRI ROORKEE

CHAPTER – 8: OTHER STANDARD FORMS / ANNEXURES

Sl. No.	Name
01.	MULTI FORM – Annexure I
02.	Manufacturers' Authorization Form – Annexure II
03.	Bid Securing Declaration – Annexure III
04.	Performance Statement Cum Service Support Form – Annexure IV
05.	Deviation Statement Form – Annexure V
06.	Format of Integrity Pact – Annexure VI
07.	Local Content Declaration Form – Annexure VII
08.	Brief Overview of Govt. Policies Related to Tendering / Purchases – Annexure VIII
09.	Performance Bank Guarantee Annexure-IX

CSIR-CBRI ROORKEE

Annexure– I

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) We agree to CBRI payment terms defined Under SCC Clause 2.22.1 and understand that the bid may be rejected in case of any deviation to this clause.

e) 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)

f) 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.

g) **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.

h) **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. A valid certificate issued by the Competent Authority has been attached with the bid. 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 **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.)

CSIR-CBRI ROORKEE

Annexure– II

MANUFACTURERS' AUTHORIZATION FORM

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

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

[insert number from Invitation for Bids]

To: *[insert complete name and address of Purchaser]* WHEREAS

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

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

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

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

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

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

(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.)

CSIR-CBRI ROORKEE

Annexure– III

Bid-Securing Declaration Form

(TO BE FILLED & SUBMITTED IN LIEU OF THE BID SECURITY/EMD ONLY IF GIVEN AS OPTION IN NIT)

Date:_____
Bid No. _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

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

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

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

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

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

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

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

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

Dated on _____day of _____(insert date of signing)

Corporate Seal (where appropriate)

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

(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.)

CSIR-CBRI ROORKEE

Annexure–IV

PERFORMANCE STATEMENT CUM SERVICE SUPPORT FORM

(Summary of supplies made during the last 3 years and)

Purchaser Details (Address, Contact Person, Phone, Email etc.)	Order No. and date	Item Details / Qty.	Order Value	Delivery Date as per Contract	Date of actual delivery	Reasons for late delivery, if any	Has the equipment been installed satisfactory? (Attach a certificate from the Purchaser)

(Details of services / training facilities for same/ similar items which are to be quoted)

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

Signature and Seal of the Bidder …….

Place

Dated:

(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.)

CSIR-CBRI ROORKEE

Annexure-V

DEVIATION STATEMENT FORM

(Please indicate compliance or deviation from Bid Document Technical Specifications, ITB Terms, GCC & SCC Terms and Eligibility Requirements

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

We certify that while filling the above Deviation Statement Form, we have fully read and understood the provisions of Clause 1.28Examination of Terms & Conditions, Technical Evaluation of ITB (Chapter 1) and we undertake to fully abide by that.

Place:
Date:

Signature of the authorized personnel with seal

NOTE:

1) Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations". It will be deemed understood that the bidder conforms to tendered requirement and agrees to all tender terms and conditions. However technical conformity is subject to verification from the submitted technical literature.
2) If the bidder offers more than one model, then the Compliance Statement must be enclosed for each and every model separately.
3) The technical and commercial deviations should be indicated separately
4) If the bidder fails to enclose the compliance statement, his bid is likely to be rejected
5) Compliance mentioned in this form must conform with the details provided in the technical brochure.
6) Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations". It will be deemed understood that the bidder conforms to tendered requirement and agrees to all tender terms and conditions. However technical conformity is subject to verification from the submitted technical literature.
7) If the bidder offers more than one model, then the Compliance Statement must be enclosed for each and every model separately.
8) The technical and commercial deviations should be indicated separately
9) If the bidder fails to enclose the compliance statement, his bid is likely to be rejected
10) Compliance mentioned in this form must conform with the details provided in the technical brochure.

CSIR CBRI ROORKEE

~~Format of Pre-Contract Integrity Pact~~

~~INTEGRITY PACT~~

~~Between~~
~~Council of Scientific & Industrial Research (CSIR) a Society registered under the Indian Societies Act 1860 represented by Director, CSIR – Central Building Research Institute, Roorkee, India, hereinafter referred to as "The Principal".~~

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

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

~~Section 1 – Commitments of the Principal~~

~~s (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:~~

~~(a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.~~

~~(b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.~~

~~(c) The Principal will exclude from the process all known prejudiced persons.~~

~~(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action.~~

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

~~(1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.~~

~~(a) The Bidder(s)/Contractor(s) will not, directly or through any other Person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.~~

~~(b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, Certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.~~

~~(c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.~~

~~(d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)//Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as Annexure.~~

CSIR-CBRI ROORKEE

(e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(3) The person signing IP shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.

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

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

Section 4 – Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last 3 Years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings."

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

(1) The Bidder(s)/Contractor(s) undertake(s) to demand from all Subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 – Independent External Monitors

(1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the JS (A), CSIR.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Subcontractor(s) with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notice, or believes to notice, a violation of this agreement, he will so inform the

CSIR-CBRI ROORKEE

Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(6) The Monitor will submit a written report to the JS(A), CSIR within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.

(7) Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on the CSIR.

(8) If the Monitor has reported to the JS(A),CSIR, a substantiated suspicion of an offence under relevant IPC/PC Act, and the JS(A), CSIR has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commission

(9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally singed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by JS(A), CSIR.

Section 10 – Other provisions

(1) This agreement is subject to Indian Law. Place of performance and Jurisdiction is the Registered Office of the Principal, i.e. Roorkee

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & On behalf of the Principal)	(For & On behalf of Bidder/Contractor)
(Office Seal)	(Office Seal)
Place……	Place……
Date……..	Date……..

Witness 1: (Name & Address):

Witness 2: (Name & Address):

(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.)

CSIR-CBRI ROORKEE

Annexure VII

LOCAL CONTENT DECLARATION FORM

FORMAT OF LOCAL CONTENT DECLARATION

No._____

Date:_____

To,

The Director,
CSIR-Central Building research Institute
Roorkee
Uttarakhand

Subject : **Local Content Declaration**

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. DPIIT notification no. P-45021/2/2017-PP(BE-II)-Part (4) Vol.II dated 19.07.2024 and dated 08.07.2025
iv. CSIR-CBRI Tender no._____
v. Our quotation No._____dated_____

Dear Sir,

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

1. We are the manufacturer/ have done value addition (**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. The signature on this undertaking are valid on the date of signing and our company owns full responsibility regarding authenticity of local content being declared herewith. **We further declare that the local content is not being calculated and claimed by us on the basis of values or costs related to *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 _____(Full 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 of the Government of India for which the bidder or its successors can be debarred from bidding 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:

CSIR-CBRI ROORKEE

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

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

2. **Purchase Preference to Micro and Small Enterprises (MSEs) and Purchase Preference linked with MAKE IN INDIA Order shall be applicable subject to full compliance of other terms and conditions of the RFQ / NIT and Contract, as per Government of India procurement policies. The purchaser intends to give purchase preference to:**
   a. Make in India (as per Order No.P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Ministry of Commerce and Industry, Government of India. The preference to Public Procurement (Preference to Make in India) Order 20120" shall be subject to meeting technical specifications and full compliance of other terms and conditions of the RFQ / NIT and Contract.
   b. Products / goods manufactured by micro and small enterprises as per MSE order 2012 and any amendments thereon. If the bidder wants to avail the Purchase preferences, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the preview of public procurement policy for micro and small enterprises. In respect of bid for services, the bidder must be the service provider of the offered service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. The aforesaid Policy is meant for procurement of only goods produced and Services rendered by MSEs and not for any trading activities by them. An MSE unit will not get any Purchase Preference over any other MSE Unit.

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

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

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

4.2 "Bidder from a country which shares a land border with India" for the purpose of this order means:
   a) An entity incorporated, established or registered in such a country; or
   b) A subsidiary of an entity incorporated, established or registered in such a country; or
   c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
   d) An entity whose beneficial owner is situated in such a country; or
   e) An Indian (or other) agent of such an entity; or
   f) A natural person who is a citizen of such a country; or
   g) A consortium or joint venture where any member of the consortium or joint venture fails under any of the above

4.3 The beneficial owner for the purpose of above will be as under:
   i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has a controlling owner ship interest or who exercise control through other means.
      Explanation -
      a) "Controlling ownership interest" means ownership of a or entitlement to more than twenty-five percent of shares or capital or profits of the company;
      b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders

CSIR CRI ROORKEE

agreements or voting agreements.

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

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

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

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

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

5 Eligibility with respect to Make In India

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

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

6 <u>Purchase Preference Policies:</u>

A) Purchase Preference Policy in respect of MSEs

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

b) A bidder in the category of Micro and Small Enterprises (to be supported by valid documents – to be uploaded along with technical bid), qualifying for price-bid and quoting price within price band of L1+15 percent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise shall be allowed to supply upto 25 percent of the total tendered value (ratio of non-MSME and MSME will be 80:20).

c) In case more than one such Micro and Small Enterprise, the supply shall be shared proportionately.

d) If the lowest is MSME then the entire order will be finalized on L1.

B) Purchase Preference Policy in respect of Make in India

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

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

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

ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price fall1ng within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly.

CSIR-CBRI ROORKEE

In case some quantity is stiL1 left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

c) In the procurements of goods or works, which are covered by para 3(b) Order no.P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Ministry of Commerce and Industry, Government of India and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over Class-Il local supplier' as weL1 as 'Non-local supplier', as per following procedure.

i. Among all qualified bids. the lowest bid will be termed as L 1 . If L1 is 'Class-1 local supplier', the contract will be awarded to L1.

ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price fall1ng within the margin of purchase preference. and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

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

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

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

The purchaser intends to give purchase preference to:

1. Make in India (as per Order no.P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Ministry of Commerce and Industry, Government of India. The preference to Public Procurement (Preference to Make in India) Order 20120" shall be subject to meeting technical specifications and full compliance of other terms and conditions of the RFQ / NIT and Contract.
2. Products / goods manufactured by micro and small enterprises as per MSE order 2012 and any amendments thereon. If the bidder wants to avail the Purchase preferences, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the preview of public procurement policy for micro and small enterprises. In respect of bid for services, the bidder must be the service provider of the offered service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. The aforesaid Policy is meant for procurement of only goods produced and Services rendered by MSEs and not for any trading activities by them. An MSE unit will not get any Purchase Preference over any other MSE Unit.

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

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

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

a. Public Procurement Policy for MSE 2012
b. Purchase Preference MAKE IN INDIA 2020

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

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

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

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L 1.

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

CSIR-CBRI ROORKEE

match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

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

i. Among all qualified bids. the lowest bid will be termed as L1 . If L1 is 'Class-1 local supplier', the contract will be awarded to L1.

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

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

(d) "Class-Il local supplier" will not get purchase preference in any procurement, undertaken by procuring entities(e) Margin of Purchase Preference will be as per Order no.P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Ministry of Commerce and Industry, Government of India

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

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

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

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

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

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

   i. Public Procurement Policy for MSE 2012

   ii. Purchase Preference MAKE IN INDIA 2020

NOTE ABOUT 'LOCAL CONTENT': As per Letter No.P-45021/102/2019-PP(BEII)(E-29930) dated 26.11.2020 and OM P-45021/102/2019-PP(BE-II)-BE-Part-(1)(E-50310)dated 04.03.2021 of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade, ***it is clarified that bidders offering imported products will fall under the category of Non-local suppliers. They cannot claim themselves as Class-I local supplier/ Class-II local supplier by claiming the services such as transportation, Insurances, Installation, Commissioning, training and after sales services support like AMC/CMC etc. as local value addition.***

CSIR-CBRI COPYRIGHT

PERFORMANCE SECURITY FORM

(Refer para 5.1.2 (ix)(i) & 6.1.2 (02) of the CSIR Manual)

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To,

.....

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

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

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

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

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

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

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

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

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

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

CSIR-CBRI ROORKEE

CHECK LIST TO BE FILLED BY THE BIDDERS AND SUBMITTED ALONG WITH BID

A. With Technical Bid (Envelop One)

S. No.	Mandatory Forms	Tick the box
i)	Multi Form	
ii)	Manufactures Authorization Form	
iii)	Bid Securing Declaration Form	
iv)	Performance Statement Cum Service Support Form	
v)	Deviation Statement Form	
vi)	Local Content Declaration Form	
vii)	Schedule of Requirements	
viii)	Documents (technical / commercial etc.) establishing goods eligibility and conformity to bidding documents	
ix)	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***	
x)	Valid Registration Certificate for Bidders as per order no. P-45021/112/2020-PP(BE-II)(E-43780) dated 24.08.2020, ***if applicable***	

B. With Tenders having Provision of IEM (Envelop One): NA

S. No.	Mandatory Forms	Tick the box
i)	Integrity Pact (I.P.) filled	N.A.
ii)	Signature of Witnesses in Integrity Pact (I.P.)	N.A.

C. With Price Bid (Envelop Two)

S. No.	Mandatory Forms	Tick the box
i)	Price Schedule Form filled for all columns	

Please note that in the event of non-submission of filled up forms as above, your bid shall be declared as non- responsive & rejected.

Signatures_____
Name of Authorized Signatory_____
Designation_____
(Duly Stamped)

Date:_____

CSIR-CBRI ROORKEE