



# Indian Institute of Integrative Medicine

(Formerly known as Regional Research Laboratory)

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संख्या/No. 12(319)21/Pur-A

Dated: 18.2.2022

Sub: Quotation for “Clinical Trials of Zinc gluconate-natural vitamin C based formulation”

Ref: Our Enquiry No. 12(319)21/P-A dated: 18.2.22

Dear Sirs,

Director, CSIR – Indian Institute of Integrative Medicine herein after called as the ‘Purchaser’ is interested in the purchase of below mentioned material (s). Kindly send your online quotation only so as to reach us on or before 28.2.2022 **by 11.00AM hrs. (IST)**.

| S.No. | Description of the material (s)  | Qty |
|-------|--|-----|
| 1.    | <p>Clinical Trials of Zinc gluconate-natural vitamin C based formulation</p> <p>Detailed specifications as per Annexure-1</p> <p>(All prospective bidders are requested to kindly go through the NEW terms and conditions before formulating and submitting your bids)</p> |     |

Last Date for submission: 28.2.2022 up to 11.00AM hrs. (IST)

Date of Opening: 1.3.2022 at 11.00am hrs. (IST)

Yours faithfully,

Stores & Purchase Officer

## TERMS & CONDITIONS

1. The quotation must be in the form furnished by the Purchaser and should be free from corrections/erasures. In case there is any unavoidable correction it should be properly attested. If not the quotation will not be considered. Hand written Quotations will not be considered.
2. It may kindly be noted that your bid should
  - A) be in single part double bid (~~single part / two part bidding~~)(~~retain one only~~)
  - B) accompany Bid Security of Rs..... (*retain only if applicable*)
  - C) on the event of award of Contract in your favour, you need to submit a Performance Bank Guarantee valid for a period of 2 Months beyond the Warranty period within 21 days of award of contract/job.
3. Only online quotation will be accepted
4. The acceptance of the quotation will rest with the competent authority of CSIR-IIIM Jammu who does not bind himself to accept the lowest quotation and reserves the right to himself to reject, or partially accept any or all the quotations received without assigning any reason.
5. Price quoted should be net and valid for a minimum period of 90 days from the date of opening of the quotation.
6. Participation in this tender is by invitation only and is limited to the selected Purchaser's registered suppliers. Unsolicited offers are liable to be ignored. However, suppliers who desire to participate in such tenders in future may bring it to the notice of the purchaser and apply for registration as per procedure. It may be noted that Conditional/Unsigned tenders shall not be considered.
7. The bidder must submit the applicable Price Schedule Form as Annexed to the tender document available on the website.
8. **Complete specification with manufacturer's/ Service Provider's name and address should be given while quoting. Literature/Pamphlets should also be enclosed wherever applicable.**
9. Prices are required to be quoted in units indicated in the enquiry. When quotations are given in terms of other units, relationship between two sets of units should be furnished. Quantity discounts, if any should also be indicated. The items should be quoted indicating the serial No. of our RFQ.
10. In cases of agents quoting on behalf of their foreign 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. There can be only one bid from the following:
  1. The foreign manufacturer directly or through one Indian agent on his behalf; or
  2. Indian/foreign agent on behalf of only one principal.

11. Please indicate the name and address of the agents in India if any, the details of service to be rendered by them & the percentage of commission payable to them. **Agency commission payable to the Indian Agent should be clearly indicated.** The Agency commission would be payable only in Indian Rupees after acceptance.
12. This lab/Instt Is registered with Dept. of Scientific & Industrial Research, Govt. of India and concessional customs duty and GST & IGST are leviable vide notification no. 54/2002-Customs on all imports covered under notification No.51/96-Customs dated 23.07.1996, Notification No.47/2017-Integrated Tax (Rate) and Notification No.45/2017-Central Tax (Rate) both dated 14<sup>th</sup> November, 2017.
13. The mode of dispatch/transportation of the items must be by **Air/Sea/Rail/Road only. (Retain one only).**
14. In case the items in the enquiry are covered by any rate contract or running contract finalised by any other state or central Government, it should be specified in your quotation and accepted contract rates should also be mentioned.
15. Delivery period required for supplying the material should be invariably specified in the quotation. The offered delivery period shall have to be strictly adhered to in case an order is placed.
16. Liquidated Damages Clause for delays: The applicable rate is 0.5% per week and maximum deduction is 10% of the contract price.
17. If the deliveries are not maintained and due to that account the purchaser is forced to buy the material at your risk and cost from elsewhere, the loss or damage that may be sustained there by will be recovered from the defaulting supplier.
18. All supplies are subject to inspection and approval before acceptance. Manufacturer warranty certificates and manufacturer/Government approved lab test certificate shall be furnished along with the supply, wherever applicable.
19. TDS would be recovered as per rules in case of Fabrication/ Servicing/ Maintenance jobs/Installation charges etc.
20. Kindly furnish your PAN & GST Number etc. in your quotation for our records.
21. Our normal payment terms are 100% (hundred percent) within 30 (thirty) days on receipt and acceptance of material at our site in good condition. Please inform your Bank details for RTGS payment.
22. All disputes shall be settled in the courts of Jammu (***name the place from where the Purchase Order is issued*** ) Jurisdiction only.

23. Tender conditions, if any, or otherwise sent along with the tender shall not be binding on us.
24. All the above instructions and our standard terms and conditions must be complied failing which your offer may be liable for rejection.
25. As per Govt. of India procurement policies,
  - a. The purchaser intends to give purchase preference to local suppliers\* in case the cost of procurement is in the range of more than Rs 5.00 lakhs and up to Rs. 50.00 lakhs.
  - ~~b. There is no restriction on the eligibility of the suppliers.~~
  - c. The procuring entity intends to give purchase preference to products/goods manufactured by micro, small and medium enterprises.

\*"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 28<sup>th</sup> May, 2018 or by the competent Ministries/Departments in pursuance of this order.

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

26. Instructions to Bidders, General Conditions of Contract applicable to limited tenders originating from S&P Division along with different formats can be viewed on our website <http://www.iiim.res.in> under the heading tenders.

Yours faithfully,

(Name & Designation)

**NOTE:** This notice is being published for information only and is not an open invitation to quote in this limited tender. Participation in this tender is by invitation only and is limited to the selected registered suppliers. Unsolicited offers are liable to be ignored. However, suppliers who desire to participate in such tenders in future may apply for registration as per procedure".

**INSTRUCTIONS TO BIDDERS, GENERAL CONDITIONS OF CONTRACT AND FORMATS**  
**APPLICABLE FOR PURCHASES BEING MADE ON LIMITED TENDER BASIS**

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### **CRITICAL DATE SHEET**

| <b>Sl. No.</b> | <b>Stage</b>                            | <b>Date &amp; Time</b> |
|----------------|---|------------------------|
| 1.             | Publish Date & Time                     | 18.2.22                |
| 2.             | Last Date & time for receipt of queries | 24.2.22                |
| 3.             | Pre-bid Conference, if any              | NA                     |
| 4.             | Bid Submission Start Date & time        | 19.2.22                |
| 5.             | Bid Submission End Date & Time          | 28.2.22<br>11.00am     |
| 6.             | Bid Opening Date & Time                 | 1.3.22<br>11.00am      |

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

| <b>Sl. No.</b> | <b>Stage</b>                                     | <b>Tentative Time Frame</b> |
|----------------|--|-----------------------------|
| 1.             | Date of Bid Opening                              | 1.3.22                      |
| 2.             | Date of Completion of Bid Evaluation             | 5.3.22                      |
| 3.             | Date of communication of Rejection of Bids       | 7.3.22                      |
| 4.             | Date of Receipt of context, if any, from Bidders | 12.3.22                     |
| 5.             | Notification of Award                            | 16.3.22                     |

# CHAPTER – 1

## INSTRUCTIONS TO BIDDERS

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## **A. Introduction**

### **1.1. Eligible Bidders**

#### 1.1.1

This Invitation for Bids is open to all suppliers subject to para 25 of the invitation for bids.

#### 1.1.2

A supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.

#### 1.1.3

MSEs would be treated as owned by Scheduled Caste/Schedule Tribe enterprises as under:

- (a) In case of proprietary MSE, proprietor(s) shall be SC /ST.
- (b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% (fifty-one percent) shares in the unit.
- (c) In case of Private Limited Companies, at least 51% (fifty-one percent) share shall be held by SC/ST promoters

#### 1.1.4

MSEs owned by women shall also be determined as per the above analogy/criteria.

#### 1.1.5

Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.

#### 1.1.6

Bids from Joint Ventures, Consortium or Associations so long as they are formed and registered prior to the bid submission date.

#### 1.1.7

The bidders who have been temporarily suspended or removed from the list of registered suppliers by the purchaser or banned from Ministry/country wide procurement shall be ineligible for participation in the bidding process.

## **1.2 Cost of Bidding**

### **1.2.1**

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

## **1.3 Code of Integrity**

### **1.3.1**

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

### **1.3.2 Code of integrity for Public Procurement:**

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

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

purchaser who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the purchaser with an intent to gain unfair advantage in the procurement process or for personal gain; and

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

### 1.3.3 Obligations for Proactive disclosures

- i) The Purchaser as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to sue-moto proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and
- ii) The bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity;
- iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest would be evaluated and mitigation steps, if possible, taken by the purchaser. Similarly, voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidder’s actions in the tender and subsequent contract.

### 1.3.4 Punitive Provisions

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

- i) If his bids are under consideration in any procurement
  - a) Forfeiture or encashment of bid security;
  - b) Calling off of any pre-contract negotiations; and
  - c) Rejection and exclusion of the bidder from the procurement process.

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

## **B. The Bidding Documents**

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

#### 1.4.1

The bidding documents are available to the eligible bidders free of cost.

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

#### 1.5.1

The goods required, bidding procedures and contract terms are prescribed in the bidding documents which should be read in conjunction. The bidding documents, apart from the invitation for bids and Critical Date Sheet have been divided into **3** Chapters as under:

- Chapter 1: Instructions to Bidder (ITB)
- Chapter 2: General Conditions of Contract (GCC)
- Chapter 3: Formats

#### 1.5.2

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

## **1.6 Clarification of tender documents**

### **1.6.1**

A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing sufficiently in advance before the due date of opening. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under Clause relating to amendment of Bidding Documents and Clause relating to Deadline for Submission of Bids.

## **1.7 Amendment of Tender Documents**

### **1.7.1**

At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender documents by amendment. The same would also be hosted on the website of the Purchaser and all prospective bidders are expected to surf the website before submitting their bids to take cognizance of the amendments. However, the copies of the amendments would be sent by registered post/speed post/courier/e-mail to all the bidders who have been sent the tender documents.

### **1.7.2**

In order to allow prospective bidders' reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids and inform all the prospective bidders to whom the invitation to bid has been sent.

## **C. PREPARATION OF BIDS**

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

#### **1.8.1**

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

#### **1.8.2**

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

### **1.9 Purchase Preference Policies**

#### **1.9.1**

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

## **1.10. Documents Comprising the Bid**

### **1.10.1**

The bid prepared by the Bidder shall include:

#### **A. Technical bid**

- (a) Bidder Information Form;**
- (b) Declaration abiding by the Code of Integrity and no conflict of interest for public procurement;**
- (c) Bid security as specified in the Invitation to Bids;**
- (d) Service support details form;**
- (e) Deviation Statement Form;**
- (f) Performance Statement Form;  
Agreement between the bidders and the Indian Agent.**
- (g) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;**
- (h) Documents establishing goods eligibility and conformity to bidding document; indicating the Indian Customs Tariff Number (ICT & HSN No.)**
- (j) 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.**
- (k) Purchase Order Copies with work report of previous job of similar nature completed by the party**

#### **B. Price bid**

- (j) Bid form;**
- (k) Applicable Price Schedule Form;**

## **1.11. Bid form and price schedule**

### **1.11.1**

The bidder shall complete the Bid Form and the appropriate price schedule form furnished in the bidding documents. These forms must be completed without any alterations to its format and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. The Bid Form and the appropriate Price Schedule form shall be submitted in accordance with invitation to bid and Clause 1.18.3 of the bidding documents.

## **1.12. Bid Prices**

### **1.12.1**

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

### **1.12.2**

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

#### 1.12.5

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

#### 1.12.6

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

#### 1.12.7

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

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

#### 1.12.8

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

#### 1.12.9

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

### **1.13. Bid Currencies**

#### 1.13.1

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

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

#### 1.14.1

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

#### 1.14.2



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

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

#### **1.14.3 Conditional tenders shall not be accepted.**

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

#### **1.15.1**

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

#### **1.15.2**

To establish the conformity of the goods and services to the specifications and schedule of requirements of the bidding document, the documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of:

- (a) A detailed description of the essential technical and performance characteristics of the goods;
- (b) A list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods during the warranty period following commencement of the use of the goods by the Purchaser in the Priced- bid; and
- (c) An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

#### **1.15.3**

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

#### 1.15.4

Alternate offers/makes/models would not be considered.

### 1.16. **Bid Security**

#### 1.16.1

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

#### 1.16.2

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

#### 1.16.3

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

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

#### 1.16.4

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

#### 1.16.5

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

#### 1.16.6

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

#### 1.16.7

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

#### 1.16.8

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

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

#### 1.16.9

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

#### 1.16.10

The bid security may be forfeited:

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

#### 1.16.11

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

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

#### 1.17.1

Bids shall remain valid for minimum of 90 days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

#### 1.17.2

In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by post, fax or e-mail). The bid security provided shall also be suitably extended failing which the bid would be summarily ignored. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

#### 1.17.3

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

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

#### 1.18.1

The bids may be submitted in single envelop or in two parts as specified in the Invitation for Bids.

#### 1.18.2

~~In case the bids are invited on single envelop basis, then the Bidder shall prepare two copies of the bid, clearly marking each "Original Bid" and "Copy Bid", as appropriate. In the event of any discrepancy between them, the original shall govern.~~

#### 1.18.3

In case the bids are invited on two-bid system, the Bidder shall submit the bids in two separate parts. One part shall contain Technical bid comprising all documents listed under clause relating to Documents Comprising the Bid excepting bid form and price schedules. The other part shall contain the priced-bid comprising bid form and price schedules. The Bidder shall prepare two copies of the bid, clearly marking each "Original Bid" and "Copy Bid", as appropriate.

#### 1.18.4

The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialled by the person or persons signing the bid detailing his/her name and contact details.

#### 1.18.5

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

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

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

#### 1.19.1

The bidders may submit their online Bid only. **Bids received by FAX/E-mail /courier would not be considered for evaluation.**

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

#### 1.20.1

Bids must be received by the Purchaser at the address specified at Clause 1.19.4 (a) not later than the time and date specified in invitation to bid. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day.

#### 1.20.2

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

### **1.21. Late Bids**

#### 1.21.1

Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser will be rejected.

#### 1.21.2

Such tenders shall be marked as late and not considered for further evaluation. They shall not be opened at all and be returned to the bidders in their original envelope without opening.

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

#### 1.22.1

A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 1.19 duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 1.18.4 (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) Submitted in accordance with ITB Clauses 1.18 and 1.19 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION"; and
- (b) Received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 1.20.

#### 1.22.2

Bids requested to be withdrawn in accordance with ITB Sub-Clause 1.22.1 shall be returned unopened to the Bidders. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form or any extension thereof.

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

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

#### 1.23.1

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

#### 1.23.2

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

#### 1.23.3

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

#### 1.23.4

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

#### 1.23.5

**Bidders interested in participating in the bid opening process, should depute their representatives along with an authority letter to be submitted to the purchaser at the time of bid opening as per form Annexed at Chapter-3.**

### **1.24. Confidentiality**

#### 1.24.1

Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be

disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.

1.24.2

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

**1.25. Clarification of Bids**

1.25.1

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

**1.26. Preliminary Examination**

1.26.1

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

1.26.2

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

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

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

- (i) The Bid is unsigned.
- (ii) The Bidder is not eligible.
- (iii) The Bid validity is shorter than the required period.
- (iv) The Bidder has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer.
- (v) Bidder has not agreed to give the required performance security or has not furnished the bid security.
- (vi) The goods quoted are sub-standard, not meeting the required specification, etc.

- (vii) Against the schedule of Requirement (incorporated in the tender enquiry), the bidder has not quoted for the entire requirement as specified in that schedule.
- (viii) The bidder has not agreed to some essential condition(s) incorporated in the tender enquiry.

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

### **1.27.1**

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

- i) Only a bidder who has participated in the concerned procurement process i.e. pre-qualification, bidder registration or bidding, as the case may be, can make such representation;
- ii) In case pre-qualification bid has been evaluated before the bidding of Technical bids, an application for review in relation to the technical bid may be filed only by a bidder who has qualified in pre-qualification bid;
- iii) In case technical bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be acceptable.
- iv) Following decisions of the purchaser in accordance with the provision of internal guidelines shall not be subject to review:
  - a) Determination of the need for procurement;
  - b) Selection of the mode of procurement or bidding system;
  - c) Choice of selection procedure;
  - d) Provisions limiting participation of bidders in the procurement process;
  - e) The decision to enter into negotiations with the L1 bidder;
  - f) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
  - g) Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/contractor; and
  - h) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

### **1.27.2**

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

## **1.28 Responsiveness of Bids**

### **1.28.1**



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

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

#### 1.28.2

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

#### 1.28.3

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

#### 1.28.4

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

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

#### 1.29.1

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

#### 1.29.2

Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

#### 1.29.3

Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

#### 1.29.4

Provided that a bid is substantially responsive, the purchaser may request that a bidder may confirm the correctness of arithmetic errors as done by the purchaser within a target date. In case, no reply is received then the bid submitted shall be ignored and its Bid Security may be forfeited.

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

#### 1.30.1

The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC have been accepted by the Bidder without any material deviation or reservation.

#### 1.30.2

The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 1.15, to confirm that all requirements specified in Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.

#### 1.30.3

If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 1.28, it shall reject the Bid.

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

#### 1.31.1

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

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

#### 1.32.1

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

#### 1.32.2

To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined below. No other criteria or methodology shall be permitted.

#### 1.32.3

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

- (a) Where the purchaser has restricted the eligibility of suppliers to Indian suppliers only as per para 25 of the invitation to bid. This is applicable only for those items for which the Nodal Ministry has communicated that there is sufficient local capacity and local competition.
- (b) If the tendered items are not listed by the Nodal Ministry indicating the local capacity and local competition, the following procedure of evaluation shall be followed:
  - (i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
  - (ii) If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference of 20%, and contract for that quantity shall be awarded to such local supplier subject to matching 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 remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- (c) If the tendered item is not divisible the following procedure of evaluation shall be followed:
  - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.
  - ii. If L1 is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference of 20%, and the contract shall be awarded to such local supplier subject to matching the L1 price.
  - iii. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of

purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

#### 1.32.4

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

#### 1.32.5

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

#### 1.32.6

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

#### 1.32.7

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

### **For goods manufactured in India**

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

### **For goods manufactured abroad**

- (i) The price of the goods, quoted on FCA (named place of delivery abroad) or FOB (named port of shipment), as specified in the invitation to bid.

- (ii) The charges for insurance and transportation of the goods to the port/place of destination.
- (iii) The agency commission etc., if any.
- (iii) Wherever applicable, the cost towards the installation, commissioning, spares, extended warranty, AMC/CMC, site preparation and training including any incidental services, if any.

#### 1.32.8

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

- (a) Towards customs duty and other statutory levies—as per applicable

rates.

- (b) Towards custom clearance, inland transportation etc. - 2% of the CIF/CIP value. The bidder should give a clear cut breakup of EXW, FOB/FCA, CIF/CIP prices to facilitate proper comparison with the purchaser reserving the right to order on either basis, failing which the bid would be summarily ignored.

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

#### 1.32.9

Orders for imported stores need not necessarily be on FOB/FCA basis rather it can be on the basis of any of the incoterm specified in ICC Incoterms 2000 as may be amended from time to time by the ICC or any other designated authority and favourable to the purchaser.

#### 1.32.10

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

#### 1.32.11

The invitation to bid shall specify the mode of transport i.e., whether by air/ocean/road/rail.

#### 1.32.12

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

#### 1.32.13

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

### **1.33 Contacting the Purchaser**

#### 1.33.1

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

#### 1.33.2

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

### **1.34 Post qualification**

#### 1.34.1

In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated

responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed, if any, in invitation to bid.

1.34.2

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

1.34.3

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

## **F. AWARD OF CONTRACT**

### **1.35 Negotiations**

1.35.1

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

### **1.36 Award Criteria**

1.36.1

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

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

1.37.1

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 invitation to bid to the extent of 25% without any change in unit price or other terms and conditions.

### **1.38 Option Clause**

1.38.1

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

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

#### 1.39.1

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

### **1.40 Notification of Award**

#### 1.40.1

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

#### 1.40.2

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

#### 1.40.3

Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 1.43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security.

### **1.41 Signing of Contract**

#### 1.41.1

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

#### 1.41.2

Within fourteen (14) days of date of the Purchase Order, the successful Bidder shall sign, date, and return it to the Purchaser.

### **1.42 Order Acceptance**

#### 1.42.1

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

#### 1.43.2

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

### **1.43 Performance Security**

#### 1.43.1



Within 21 days of receipt of the notification of award/PO, the Supplier shall furnish performance security (PS) in the amount specified in the purchase order, valid till 60 days after the warranty period.

1.43.2

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

1.43.3

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

1.43.4

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

1.43.5

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

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

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, without levy of any interest.

1.43.7

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

1.43.8

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

1.43.9

**Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank**

**Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.**

## **CHAPTER 2**

### **CONDITIONS OF CONTRACT**

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

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## **GENERAL CONDITIONS OF CONTRACT (GCC)**

### **2.1 Definitions**

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

- (i) "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.
- (ii) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
- (iii) "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.
- (iv) "Day" means calendar day.
- (v) "Completion" means the fulfilment of the Goods and related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (vi) "GCC" means the General Conditions of Contract.
- (vii) "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.
- (viii) "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.
- (ix) "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.
- (x) "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.
- (xi) The "Council" means the Council of Scientific & Industrial Research (CSIR), registered under the Societies Registration Act, 1860 of the Govt. of India having its registered office at 2, Rafi Marg, New Delhi-110001, India and the
- (xii) "Purchaser" means any of the constituent Laboratory/Institute of the Council situated at any designated place in India as specified in Invitation to bid.

- (xiii) "The final destination," where applicable, means CSIR-IIIM, Canal Road Jammu-180001 (***Name and complete postal address of the Lab/Instt. as appropriate***)

## **2.2 Contract Documents**

### **2.2.1**

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

## **2.3 Code of Integrity**

### **2.3.1**

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

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

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

### **2.4.1**

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

## **2.5 Scope of Supply**

### 2.5.1

The Goods and Related Services to be supplied shall be as specified in invitation to bid.

## **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 the Purchase Order, valid till 60 days after the warranty period

#### 2.13.2

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

### 2.13.3

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

### 2.13.4

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

### 2.13.5

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

(a) A Bank guarantee or stand-by Letter of Credit issued by a Scheduled commercial bank located in India or a bank located abroad in the form provided in the bidding documents.

Or

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

Or

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

### 2.13.6

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

### 2.13.7

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

### 2.13.8

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

### 2.13.9

**Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, then 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.**

## **2.14 Inspections and Tests**

### 2.14.1

The inspections & test, training required would be as detailed in invitation to bid.

## **2.15 Packing**

### 2.15.1

The Supplier shall provide such packing of the Goods as is required to prevent them 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 the Purchase Order and any subsequent instructions ordered by the Purchaser.

### 2.15.3

The marking and documentation within and outside the packages shall be as under:

- (a) Each package should have a packing list within it detailing the part Number(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.

## **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 as under :-



### **For goods manufactured within India**

Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by registered post / speed post and copies thereof by FAX/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) Insurance certificate, if required under the contract;
- (d) Railway receipt/Consignment note;
- (e) Manufacturer's guarantee certificate and in-house inspection certificate;
- (f) Inspection certificate issued by purchaser's inspector, if any; and
- (g) Any other document(s) as and when required in terms of the contract;

#### **Note:**

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

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

### **For goods manufactured abroad**

Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by Registered Post/courier and copies thereof by FAX/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 the 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;
- (i) Any other document(s) as and when required in terms of the contract;

#### **Note:**

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

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

## **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. 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.

### **2.17.2**

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

### **2.17.3**

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

### **2.17.4**

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

## **2.18 Transportation**

### **2.18.1**

Where the Supplier is required under the Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract price. Where the

Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract price.

### **2.18.2**

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

### **2.18.3**

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

## **2.19 Incidental Services**

### **2.19.1**

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

## **~~2.20 Spare Parts~~**

## **~~2.21 Warranty~~**

### **~~2.21.1~~**

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

### **~~2.21.2~~**

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

### **~~2.21.3~~**

~~The warranty shall remain valid for a period as specified in the Purchase Order after the goods or any portion thereof as the case may be have been delivered to and accepted at the final destination.~~

### **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 Purchase Order.

#### 2.22.2

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

#### 2.22.3

Payments shall be made promptly by the Purchaser but in no case later than thirty (30) days after submission of the invoice or claim by the Supplier OR AGAINST Inland LC. 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

Payments shall be made in currency as indicated in the contract.

#### 2.22.5

In case of imports, the L/C will be confirmed at the suppliers cost, if requested specifically by the supplier. All bank charges abroad shall be to the account of the beneficiary i.e. supplier and all bank charges in India shall be to the account of the opener i.e. purchaser. If L/C is requested to be extended/ reinstated for reasons not attributable to the purchaser, the charges thereof would be to the suppliers' account. Payment of local currency portion shall be made in Indian Rupees within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed. The LC for 100% value of the contract shall be established after deducting the agency commission payable if any, to the Indian agent from the FOB/FCA value.

**Note:**

**All payments due under the Contract shall be paid after deduction of statutory levies at source (like ESIC, Income Tax, etc.), wherever applicable.**

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

#### 2.23.1

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

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

#### 2.23.2

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

#### 2.23.3

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

### **2.24 Assignment**

#### 2.24.1

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

### **2.25 Subcontracts**

#### 2.25.1

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

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

#### 2.26.1

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

#### 2.26.2

If at any time during performance of the Contract, the Supplier or its 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 0.5% 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 10%. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause on Termination for Default.

## **2.28 Termination for Default**

### **2.28.1**

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

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

### **2.28.2**

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

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

## **2.29 Force Majeure**

### **2.29.1**

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

### **2.29.2**

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

### **2.29.3**

If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is

reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

#### 2.29.4

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

### **2.30 Termination for Insolvency**

#### 2.30.1

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

### **2.31 Termination for Convenience**

#### 2.31.1

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

#### 2.31.2

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

- (a) To have any portion completed and delivered at the Contract terms and prices; and/or
- (b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

### **2.32 Settlement of Disputes**

#### 2.32.1

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

#### 2.32.2

If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in

respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

### 2.32.3

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

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

### 2.32.4

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

### 2.32.5

Notwithstanding any reference to arbitration herein,

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

## **2.33 Governing Language**

### 2.33.1

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

## **2.34 Applicable Law**

### 2.34.1



The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction from where the Purchase Order has been issued.

## **2.35 Notices**

### 2.35.1

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

### 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 ESIC, 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/signing of contract, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited pursuant to clause 1.16.9 of ITB.

## **Annexure-1**

### **Selection of CRO for Clinical Trial**

**CSIR-Indian Institute of Integrative Medicine, Jammu  
Council of Scientific & Industrial Research  
Ministry of Science & Technology  
Govt of India**

#### **Background**

Balanced nutrition which can help in maintaining immunity is essential for prevention and as curative measures for viral infections. So far, there is no effective cure for pandemic COVID-19. Therefore, the only effective way to deal with the current situation is social distancing to keep the community safe. However, there are people involved with health care services and other essential services who have to come in forefront to serve the society and patients as well. Thus, keeping their healthy immune system is the most important weapon for them to be safe from viral infections. There are several vitamins and trace elements which are essential for the immune system. In this regard, Ministry of Ayush, Govt. of India has suggested few home remedies for the society.

Overall, there is a sound scientific rationale for taking a combination of vitamin C and zinc to support immune function, in order to realize the body's potential for defense better. There are certain trials where Zinc and vitamin C is being given as supplements to the patients improving the immunity. Supplementation of Vitamin C and Zinc has shown positive impact on for enhancing the immunity. CSIR-IIIM Jammu has planned to evaluate a nutraceutical product as immunity booster in human subjects. The institute desires to outsource this study to a suitable CRO.

#### **A. List of activities proposed to be carried out by CRO for clinical trials on Nutraceutical Products**

- Development of Clinical trial protocol (CT Protocol) and site selection
- Training on Protocol and GCP of the study staff including investigators and Research Fellows (CRC)
- Ethics committee approval shall be ensured by CRO
- CRO would execute a tripartite agreement involving sponsor, CRO and each site.
- CTRI registration should be done by CRO and updated as trial progresses on monthly basis.
- Basic site cost (screening, consent, clinical exam, life questionnaire, follow up assessments, investigators, paramedics, pharmacy, participant comfort etc) should be quoted on per patient basis for each study separately
- Rates for Laboratory Investigations as detailed in enclosed specifications should be quoted on per patient basis for each study separately.
- Rates for Entire Data Management of trials along with Biostatistics should be quoted for each study separately.
- All adverse event management including reporting (AE & SAE)
- Clinical trial management at site till study completion.
- Data collection from site/hospital and data cleaning and preparation of final report ready for submission to the sponsor within one month after completion of each study.
- CRO should indemnify CSIR-IIIM for any harm liability and causality.
- Clinical trial liability insurance to be undertaken by CRO and rates to be quoted on per patient basis for each study separately.
- Compilation of entire clinical trials data and submission of the Sponsor (CSR)

- Publication (Manuscript preparation, submission and resolution of query) – One publication per study.
- CSIR-IIIM Jammu will have all rights over IPR arising out of these studies.
- All logistics, travelling, taxes and other costs should be included in proposal and will not be paid later on.

## B. Proposed clinical study

### Study: Specifications (Zinc Gluconate and Vitamin C formulation) for clinical study

|  |   |
|--|---|
| <b>Title</b>                                 | Evaluation of Efficacy and Safety of Zinc gluconate and Vitamin C capsule formulation for boosting immunity   |
| <b>Clinical Phase:</b>                       | 3   |
| <b>Objective(s)</b>                          | Primary : Efficacy and safety<br>Secondary: Prophylaxis against seasonal afflictions  |
| <b>Proposed Design Study</b>                 | Prospective, Two Arm, Open labeled, multicentric. Randomized  |
| <b>Study Duration</b>                        | 16 weeks  |
| <b>Study Center(s)</b>                       | At least 3  |
| <b>Number of Subjects (Planned)</b>          | 120 (60 + 60) (Sample + comparator)   |
| <b>Target Population</b>                     | Mild to moderate immunodeficient patients   |
| <b>Diagnosis and Main Inclusion Criteria</b> | <ol style="list-style-type: none"> <li>1. Male or female subjects 18 to 65 years</li> <li>2. Not having any acute/ chronic medical condition &amp; not requiring any active medicine/ treatment as per treating physician assessment</li> <li>3. Subjects prone to seasonal immunity associated illness</li> <li>4. Subjects requiring immunity improvement as determined by the study Investigator</li> <li>5. Willing to provide written Informed Consent</li> </ol>  |
| <b>Exclusion Criteria</b>                    | <ol style="list-style-type: none"> <li>1. Subjects who are currently being treated with other immune stimulant drugs.</li> <li>2. Current or past history of a serious/ life threatening illness including, seizures, major psychiatric illness, structural brain disease, liver or kidney failure, organ transplantation, rheumatoid arthritis, uncontrolled hypertension, uncontrolled diabetes or malignancy, cardiovascular event in the last three months.</li> <li>3. Alcohol or substance abuse</li> </ol> |

|  |   |
|--|---|
|  | <ol style="list-style-type: none"> <li>4. Allergy or sensitivity to any of the ingredients in the study Treatment</li> <li>5. Subjects who have participated in other clinical studies in the past 3 months or subjects who intend to participate in other clinical studies parallelly.</li> <li>6. Subjects with any other illness or health condition which in the opinion/medical judgement of the study investigator makes the subject ineligible to participate in the study.</li> </ol> |
| <b>Laboratory tests</b>                    | <ol style="list-style-type: none"> <li>1. Serum immunoglobulins (IgM, IgG and IgA)</li> <li>2. T-cell (CD3, CD4, CD8), B-cell (CD19) and NK cells (CD56, CD16)</li> <li>3. CBC</li> <li>4. CRP</li> <li>5. CMP</li> <li>6. Th1 Cytokines: (Interferon-<math>\gamma</math>, IL-2, TNF-<math>\alpha</math>) and Th2 Cytokines: (IL-4, IL-6, IL-12)</li> </ol> <p>Time points:<br/>At Baseline, mid of the study (Week 8) and Last day of the study (Week 16)</p>                                |
| <b>Study Product, Dose, Route, Regimen</b> | <p>Study Product:<br/><b>Nutraceutical Capsule comprising of a combination of:</b><br/><b>Zinc Gluconate- 10mg</b><br/><b>Vitamin C (<i>Malpighia emarginata</i> extract)- 40mg (160 mg extract)</b><br/><b>Formulation:</b> Capsule<br/><b>Dose:</b> 1 to 2 capsules per day (Adult based dose 18 to 65 years of age) as per physicians ( Investigators) discretion<br/><b>Route:</b>P.O</p>   |
| <b>Comparator therapy</b>                  | Zinc and Vitamin C combination (similar dose)   |
| <b>Data Capturing</b>                      | Electronic Data Capture (eCRF), Note: the CRO shall share at least one login credentials to the sponsor   |
| <b>Efficacy Assessment</b>                 | Improvement in Laboratory Parameters<br>Improvement in overall health of subject  |
| <b>Safety</b>                              | Number of Adverse Events, Number of Adverse Effects<br>Number of Serious Adverse Events, Number of Serious Adverse Effects  |
| <b>Endpoints Variables</b>                 | <ol style="list-style-type: none"> <li>1. Improvement in immunity parameters</li> <li>2. Minimal or no Adverse/ Serious Adverse Events</li> </ol>   |
| <b>Drugs used for treatment</b>            | Standard of Care  |

## FORMATS

### Table of Contents

| Sl. No. | Name |
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|---------|------|

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| 02. | Manufacturers' Authorization Form (to be enclosed with the technical bid)   |
| 03. | Bid Security Form (to be enclosed with the technical bid)   |
| 04. | Bid Securing Declaration. (to be enclosed with the technical bid)   |
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| 11. | Integrity Pact (to be enclosed with the technical bid)  |
| 12. | Format of Letter of Authority for participating in bid opening  |
| 13. | Format of declaration of abiding by the code of integrity and conflict of interest to be submitted by the bidder. |

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

**Bidder Information Form***(Refer para 5.1.2 (ix)(a) of the CSIR Manual)*

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

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

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

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

|     |  |
|-----|--|
| 01. | Bidder's Legal Name <i>[insert Bidder's legal name]</i>  |
| 02. | In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>  |
| 03. | Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>  |
| 04. | Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>   |
| 05. | Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>   |
| 06. | Bidder's Authorized Representative Information<br>Name: <i>[insert Authorized Representative's name]</i><br>Address: <i>[insert Authorized Representative's Address]</i><br>Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i><br>Email Address: <i>[insert Authorized Representative's email address]</i> |
| 07. | Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i><br>Articles of Incorporation or Registration of firm named in 1, above.  |

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

Name \_\_\_\_\_

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



**MANUFACTURERS' AUTHORIZATION FORM**

*(Refer para 5.1.2 (ix)(b) of the CSIR Manual)*

***[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]*

**BID SECURITY FORM***(Refer para 5.1.2 (ix)(c) & 6.1.1 (01) of the CSIR Manual)*

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

KNOW ALL MEN by these presents that WE \_\_\_\_\_ of \_\_\_\_\_ having our registered office at \_\_\_\_\_ are bound unto \_\_\_\_\_

(hereinafter called the “Purchaser”)

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

## THE CONDITIONS OF THIS OBLIGATION ARE:

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

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

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

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

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

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

**Bid-Securing Declaration Form**

*(Refer para 5.1.2 (ix)(d) & 6.1.1 (02) of the CSIR Manual)*

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

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

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

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

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

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

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

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

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

Duly authorized to sign the bid for 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)

**PERFORMANCE STATEMENT FORM**

*(Refer para 5.1.2 (ix)(e) of the CSIR Manual)*

**(For a period of last 3 years)**

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

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

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

Place :

Date :

**DEVIATION STATEMENT FORM**  
*(Refer para 5.1.2 (ix)(f) of the CSIR Manual)*

| Sl.No. | Name of Specifications / Parts / Accessories of Tender Enquiry | 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 |
|--------|--|---|------------------------------|--|--|
|        |  |   |                              |  |  |

**Signature of Bidder**

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

Place:

Date:

Signature and seal of the  
Manufacturer/Bidder

**NOTE:**

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

**SERVICE SUPPORT FORM**  
*(Refer para 5.1.2 (ix)(g) of the CSIR Manual)*

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

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

Place :

Date :

**Bid Form**

(Refer para 5.1.2 (ix)(h) of the CSIR Manual)

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

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

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

Bids] Invitation for Bid No.: *[insert No of IFB] To: [insert*

*complete name of Purchaser] We, the undersigned,*

declare that:

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

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

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

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

Signed:

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

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

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

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

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



**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.**

**ACCEPTANCE CERTIFICATE FORM***(Refer para 5.1.2 (ix) (j) of the CSIR Manual)*

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

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

M/s. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_Sub: Certificate of commissioning of equipment  
-----

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

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

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

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

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

or

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

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

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

For Supplier

Signature .....

Name .....

Designation .....

Name of the firm.....

Date .....

For Purchaser

Signature.....

Name.....

Designation.....

Name of the Lab/Instt.....

Date.....

**Format of Integrity Pact**  
*(Refer para 5.1.2 (ix) (k) of the CSIR Manual)*

**INTEGRITY PACT**

Between

Council of Scientific & Industrial Research (CSIR) a Society registered under the Indian Societies Act 1860 represented by \_\_\_\_\_  
 hereinafter referred to as “The Principal”.

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

Preamble

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

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

**Section 1 – Commitments of the Principal**

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

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

- (1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - (a) The Bidder(s)/Contractor(s) will not, directly or through any other Person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - (b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, Certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as Annexure.
  - (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (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 Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the JS(A), CSIR within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on the CSIR.
- (8) If the Monitor has reported to the JS(A),CSIR, a substantiated suspicion of an offence under relevant IPC/PC Act, and the JS(A), CSIR has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

## **Section 9 – Pact Duration**

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

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

## **Section 10 – Other provisions**

- (1) This agreement is subject to Indian Law. Place of performance and Jurisdiction is the Registered Office of the Principal, i.e. New Delhi
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

\_\_\_\_\_  
(For & On behalf of the Principal)  
(Office Seal)

\_\_\_\_\_  
(For & On behalf of Bidder/Contractor)  
(Office Seal)

Place.....

Place.....

Date.....

Date.....

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

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



**Format of Letter of Authority for participating in bid opening**

(On the letter head of the bidder)

(Refer para 5.1.2 (ix)(l) & 5.3.2 of the CSIR Manual)

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

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

**Subject: Authorisation letter for participants in the bid opening process**

To

\_\_\_\_\_

\_\_\_\_\_  
(Name & Address of the Purchaser)

Sir

With reference to your invitation for bid No. \_\_\_\_\_ dated \_\_\_\_\_, we wish to inform you that we have participated in the bidding process and have submitted bid bearing Ref. No. \_\_\_\_\_ dated \_\_\_\_\_.

In line with your requirement, we hereby authorise Sh/Smt. \_\_\_\_\_ to participate in the bid opening process scheduled on \_\_\_\_\_ at \_\_\_\_\_ hrs (IST) in your premises. A copy of the identity of the representative is attached duly certified by the undersigned.

Thanking you

Yours faithfully,

(Signature of the bidder with seal)

**Format for declaration by the Bidder for Code of Integrity & conflict of interest**

*(Refer para 3.2.1 & 5.1.2 (ix)(m) of the CSIR Manual)*

**(On the Letter Head of the Bidder)**

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

Date \_\_\_\_\_

To,

\_\_\_\_\_

(Name & address of the Purchaser)

Sir,

With reference to your Tender No. \_\_\_\_\_ dated \_\_\_\_\_

I/We

hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned under Para 1.3.0 of ITB of your Tender document and have no conflict of interest.

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

- a
- b
- c

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

Thanking you,

Yours sincerely,

Signature  
(Name of the Authorized Signatory)  
Company Seal

