निविदा/फाईलसंख्या TENDER/File No: 3(POQ)/94/26-27/PUR/T-74 दिनांक/Date: 13.11.2026

निविदा प्रपत्र
TENDER DOCUMENT

For Supply, Installation and Commissioning of Green Leaves Processing Unit.

सीएसआईआर– उत्तर पूर्व विज्ञान एवं प्रद्योगिकीसंस्थान

जोरहाट– **785 006 (असम), भारत**

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

दूरभाषTel: 0376- 2372710

ईमेल/Email: spo@neist.res.in

CHECK LIST

01	The following information's have invariably given in the Bid (i)Main Item Name & Model No. (ii)Delivery Time (Weeks/Months) (iii)Warranty (Months/Years)Please note that the warranty will start only after successful installation of the Equipment) (iv) Payment Term	
02	**Quotation has been submitted in INR only**	
03	**EMD/Bid Securing Declaration:** All the bidders have to submit **Bid Securing Declaration** in the given format in place of EMD/Bid Security.	
04	Quotation has been submitted on **FOR Destination basis.**	
05	Quotation has to be submitted online only.	
06	Only **Relevant** Documents (Technical Brochures/Leaflets Etc.) Required In Support Of The Quoted Item Have Been attached. **No** Irrelevant Papers like ITCC, User Recommendations etc. Have Been Enclosed Unless Specifically Asked For.	
07	The following Documents/information attached/mentioned with/in technical bid : GST Certificate/GST No., RTGS/Bank details, Latest Partial User List	
08	Single Combined Offer Has Not Been Submitted OR 'Price Bid' Has Not Been attached In The 'Technical Bid'. If it is done, it will be accepted at bidders risk.	
09	The following documents/forms have been attached with the Technical Bid : 1. Technical Bid showing the details of the Items quoted with terms and conditions along with details as per Schedule of Requirement (format as per Chapter 4, Sl. No. 1) 2. ~~Declaration regarding Make In India (Mandatory to make the Bid eligible and for Price Preference also) that the item offered meets the required local content giving details of the location(s) at which the local value addition is made (format as per Chapter 4, Sl. No. 2)~~ 3. Declaration regarding Land Border Sharing Countries (format as per Forms Sl. No. 2) 4. Bidders Information form (format as per Forms Sl. No. 3) 5. Bid declaration form (format as per Forms Sl. No. 4) ~~6. Manufacturer's Authorization Certificate (MAF) (format as per Forms Sl. No. 5)~~ 7. Code of Integrity Form (format as per Forms Sl. No. 6) 8. Technical Compliance/Deviation Statement form (format as per Forms Sl. No. 7) 9. Service Support Detail Form (format as per Forms Sl. No. 8) 10. Bid Securing Declaration (format as per Forms Sl. No. 9) 11. Performance Statement Form (For A Period Of Last 3 Years) (If list is more, please give 3 or 4 pages only) (format as per Forms Sl. No. 10) 12. Documentary evidence (if Price Preference is claimed) about the status of the bidder i.e. whether MSE or not, owned by SC/ST or not and whether the MSE is owned by a women entrepreneur or not, if and as applicable. 13. Supporting brochures/catalogues	

Note: **Before submitting the Bid, please ensure that the attached Checklist (provided on the last page of this tender) is duly filled in, checked, and submitted along with the Bid.**

मिसिलसंख्या File No.**3(POQ)/94/26-27/PUR** दिनांक Date: 13th Nov., **2026**

सीएसआईआर – उत्तर-पूर्व विज्ञान एवं प्रौद्योगिकी संस्थान

CSIR – NORTH-EAST INSTITUTE OF SCIENCE AND TECHNOLOGY
(Council of Scientific & Industrial Research)
जोरहाट: JORHAT: असम:ASSAM
Web: www.neist.res.inE-mail: spo@neist.res.in
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खुली निविदा आमंत्रण सूचना
NOTICE/INVITING OPEN TENDER
(Domestic/घरेलू)

महोदय/महोदया,
Sir/Madam,

निदेशक सीएसआईआर-निस्ट,सीएसआईआर की ओर से,दो बोली निविदा प्रणाली के अंतर्गत निम्नलिखित इक्विपमेंट के आपूर्ति एवं स्थापना के लिए मूल निर्माता अथवा उनके अधिकृत विक्रेता से निविदाएं आमंत्रित करते हैं।

Director, CSIR–NEIST, on behalf of CSIR, invites Tenders under **Two Bid System** for supply, installation and Commissioning of the following equipment from **Original Equipment Manufacturers/Principals or their authorized dealers.**

क्र.सं Sl. No.	टेंडरसं Tender No.	वस्तुविवरण Description of items	Quantity	Single/Two Bid
1.	**3(POQ)/94/26-27/PUR/T-74**	**Supply and installation and commissioning of Green Leaves Processing Unit, details as per NIT.**	01 set	Two Bid
Last Date and Time for Submission of Bids: **04.12.2026 at 05:00 P.M.** Date and Time of Opening of (Technical) Bids: **05.12.2026 at 05:30 P.M.**				

2. इच्छुक निविदाकर्ता अधिक जानकारी प्राप्त कर सकते हैं तथा निविदा दस्तावेज़ निःशुल्क सीपीपी पो https://gem.gov.in/ तथा हमारे वेबसाइट https://www.neist.res.in से डाउनलोड कर सकते हैं।

Interested Bidders may obtain further information and download Tender document from the CPP Portals https://gem.gov.in/ and our website **https://www.neist.res.in** free of cost.

3. सभी निविदाएँ केवल https://gem.gov.in/ के माध्यम से ऑनलाइन प्रस्तुत की जाएंगी।
All bids to be submitted online through https://gem.gov.in/ only.

4. यदि क्रेता के कार्यालय द्वारा निविदा खुलने का दिन छुट्टी का दिन घोषित हो जाता है तो निविदाएं अगले कार्य दिवस पर पूर्व निश्चित समय पर खुलेंगी ।

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

5. कोटेशन क्रेता द्वारा दिये गए प्रपत्र मे ही होना चाहिए तथा शोधन और कांट-छांट से मुक्त होना चाहिए । The quotation must be in the form furnished by the Purchaser and should be free from corrections/erasures.

6 निविदा के साथ निम्नलिखित अवश्य संलग्न किया जाना चाहिए :

(i) मूल्य बोली केवल भारतीय रुपयों में

(ii) ~~वाणिज्य और उद्योग मंत्रालय, भारत सरकार के 19 जुलाई, 2024 के आदेश संख्या पी-45021/2/2017 पीपी (बीई-II) भाग (4) खंड II और समय-समय पर किए गए इसके बाद के संशोधनों और संशोधनों के अनुरूप मेक इन इंडिया घोषणा/शपथ पत्र।~~

(iii)भारत के साथ सीमा साझा न करने वाले देशों (नॉन-बॉर्डर शेयरिंग) के निर्माता सम्बंधित घोसण पत्र,वित्त मंत्रालय,भारत सरकार के "Order(Public Procurement No.1) No.F.No.6/18/2019-PPD दिनांक 23.07.2020 के अनुसार ।या अगर निर्माता सीमा साझा करने वाले देश से है तो यह ऐसे देश से है जहाँ भारत सरकार के प्रोजेक्ट्स चल रहे हैं, विदेश मंत्रालय, भारत सरकार के "Order (Public Procurement No.2) No.F.No.6/18/2019-PPD दिनांक 23.07.2020 के अनुसार। या उपरोक्त दोनों न होने पर आवश्यक रजिस्ट्रेशन प्रमाण पत्र।

The bid must be submitted along with:

(i)Prices quote in INR only

(~~ii)Make In India Declaration/ affidavit in line with **Order no.P 45021/2/2017 PP (BE II) Part(4) Vol.II dated 19th July, 2024 of Ministry of Commerce and Industry, Government of India** and its subsequent amendments and modifications made time to time.~~

~~It may be noted that Non-local suppliers (having local content less than 20%) will not be eligible for bidding. The Purchaser will have the right to ask to verify the submitted declaration/affidavit by bidders' CA/Auditor.~~

(iii)Declaration on manufacturer from Non-Border sharing countries in line with the "Order (Public Procurement No.1) No.: F.No.6/18/2019-PPD dated 23.07.2020 of Ministry of Finance, Government of India" OR and If it is from Border sharing country, it is from the country to whom Govt. of India extended lines of credit notified by Ministry of External Affairs in line with the "Order (Public Procurement No.2) No.: F.No.6/18/2019-PPD dated 23.07.2020 of Ministry of Finance, Government". And if not both required registration certificate should be attached in line with above orders.

7. कोट करते समय सम्पूर्ण विनिर्देश के साथ निर्माता का नाम व पता दिया जाना चाहिए । जहाँ भी लागू हो साहित्य/ब्रोशर/पेम्फ्लेट/तकनीकी डाटाशीट/ड्राइंग संलग्न होने चाहिए ।

Complete specifications with manufacturer's Name and address should be given while quoting. Literature / brochures / pamphlets / technical data sheets / drawings must be enclosed with the quotation wherever applicable.

8. यदि आपूर्ति समय पर न हो और इस वजह से विक्रेता के जोखिम पर क्रेता अन्य कहीं से सामग्री खरीदने के लिए बाध्य होता है, तो जो हानि और नुकसान होगा, उसे दोषी विक्रेता से बरामद किया जाएगा ।

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.

9. लागू नियम/अधिनियम/कानून के प्रावधान अनुसार स्त्रोत पर कर कटौती वसूला जाएगा ।

IT / GST TDS would be recovered as per applicable rule / regulations / provisions of law.

10 . क्रेता भारत सरकार के क्रय नीति के अनुसार मूल्य अधिमान देने को तैयार है । ये सम्बंधित नीतिया हैं -

(1) एमएसई आदेश 2012 (समय समय पर परिवर्तित) के अनुसार सूक्ष्म एवं लघु उद्यम को अधिमान

~~(2) वाणिज्य और उद्योग मंत्रालय, भारत सरकार के 19 जुलाई, 2024 के आदेश संख्या पी-45021/2/2017 पीपी (बीई II) भाग (4) खंड II के अनुसार मेक इन इंडिया को वरीयता और समय समय पर किए गए इसके बाद के संशोधन और संशोधनों से संबंधित है।~~

The purchaser intends to give price preference on submission of required documents in line with the government of India Procurement Policy related to

(1)**Preference to Micro and Small Enterprises** as per MSE order 2012 amended time to time and

(2) ~~**Preference to Make in India as per Order no.P-45021/2/2017-PP (BE-II) Part(4) Vol.II dated 19th July, 2024 of Ministry of Commerce and Industry, Government of India** and its subsequent amendments and modifications made time to time.~~

11.उद्धृत मूल्य, निविदा मे उल्लिखित इकाई मे ही होनी चाहिए । कोटेशन अन्य इकाई मे दी जाने पर, दोनो इकाईयों के बीच के संबंध भी बतायें । मात्रात्मक छूट, यदि हो तो उल्लिखित करें । मदों को हमारे कोटेशन के लिए निवेदनानुसार क्रमांकित कर उद्धृत करें ।

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.

12. निविदा की शर्तें (अधोमुख पर मुद्रित), यदि कोई हो, या निविदा के संग भेजी गई हो तो, हम पर बाध्य नही होगा ।

Tender conditions (printed on the reverse), if any, or otherwise sent along with the tender shall not be binding on us.

13. उपरोक्त सभी अनुदेश और हमारे सामान्य निबंधन और शर्तों का अनुपालन करना होगा जिस के न होने पर आपका प्रस्ताव अस्वीकार किया जा सकता है ।

All the above instructions and our standard terms and conditions must be complied failing which your offer may be liable for rejection.

14. भारत सरकार की अधिसूचना संख्या 6/9/2020-पीपीडी दिनांक 24.08.2020, व्यय विभाग, वित्त मंत्रालय, भारत सरकार के अनुसार GeM विक्रेता आईडी अनिवार्य रूप से अनुबंध के पुरस्कार/नियुक्ति के समय सफल बोलीदाता के लिए आवश्यक है, यदि मूल्य ₹ 25 लाख (सभी करों सहित) से अधिक है । कृपया ध्यान दें कि यह कोई पात्रता मानदंड नहीं है और केवल अनुबंध प्रदान करने / खरीद आदेश देने के समय ही इसकी आवश्यकता होगी ।

As per the Govt. Notification No. 6/9/2020-PPD dated 24.08.2020 by Dept. of Expenditure, Ministry of Finance, Govt. of India, GeM Seller ID is mandatorily required for the successful bidder at the time of award of contract/placement of order, only if the value is more than ₹ 25 Lakhs (including all taxes). Please note that this is not an eligibility criteria and will be only required at the time of award of contract/placement of Purchase Order.

15 निदेशक, सीएसआईआर-निस्ट, जोरहाट को बिना कोई कारण बताये किसी भी निविदा के एक भाग अथवा सम्पूर्ण रूप से स्वीकृत अथवा अस्वीकृत करने अथवा आपूर्ति आदेश को विभाजित करने अथवा निविदा प्रक्रिया को रद्द करने का अधिकार है।

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

~~17 चूंकि, कोई भी बोली तब तक योग्य नहीं होगी जब तक कि वह 'क्लास I स्थानीय आपूर्तिकर्ता' / 'क्लास II स्थानीय आपूर्तिकर्ता' से न हो, जिसका अर्थ है कि उसके प्रस्तावित उत्पाद में कम से कम 20% स्थानीय (भारतीय) वाणिज्य और उद्योग मंत्रालय (सामग्री है, भारत सरकार के 19 जुलाई, 2024 के आदेश संख्या P-45021/2/2017-PP (BE-II) भाग-)4) खंड-II के अनुसार मेक इन इंडिया को प्राथमिकता और समय समय पर किए गए इसके बाद-के संशोधन और संशोधन, क्रेता कोई आयात संबंधी दस्तावेज प्रदान नहीं करेगा। बोलीदाता लाभ, वेयरहाउसिंग,~~

~~मार्केटिंग, लॉजिस्टिक्स, माल ढुलाई आदि को स्थानीय मूल्यवर्धन के रूप में दावा करके खुद को 'क्लास -I स्थानीय आपूर्तिकर्ता' / 'क्लास -II स्थानीय आपूर्तिकर्ता' के रूप में दावा नहीं कर सकते हैं उद्योग और आंतरिक व्यापार] संवर्धन विभाग, वाणिज्य और उद्योग मंत्रालय, भारत सरकार द्वारा जारी अधिसूचना संख्या P-45021/102/2019-PP (BE-II) (E-29930) दिनांक 26 नवंबर, 2020]।~~

~~Since, No bid will be eligible until that is from 'Class I Local Supplier'/'Class II Local Supplier' means in its offered product at least 20% local (Indian) content is) **Preference to Make in India as per Order no.P-45021/2/2017-PP (BE-II) Part(4) Vol.II dated 19th July, 2024 of Ministry of Commerce and Industry, Government of India** and its subsequent amendments and modifications made time to time , the Purchaser will not provide any import related document. The Bidders cannot claim themselves as 'Class-I Local Supplier'/'Class-II Local Supplier' by claiming Profit, Warehousing, Marketing, Logistics, Freight, etc. as local value addition [Notification No. P-45021/102/2019-PP (BE-II)(E-29930) **dated 26th November, 2020 issued by Dept. for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India**).~~

Sd/
भण्डार एवं क्रय अधिकारी
Stores & Purchase Officer

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TENTATIVE TIME SCHEDULE OF PROCUREMENT PLANNING

क्रमांक Sl. No.	प्रक्रम Stage	संभावित समय सीमा Tentative Time Frame
1.	बोली खोले जाने की दिनांक Date of Bid Opening	05.12.2026 at 17:30 HRS IST
2.	बोली के मूल्यांकन समाप्ति की दिनांक Date of Completion of Bid Evaluation	05.12.2026 at 17:30 HRS IST + 45days
3.	अधिनिर्णय की अधिसूचना Notification of Award	05.12.2026 at 17:30 HRS IST + 90days

CHAPTER 1

INSTRUCTIONS TO BIDDER (ITB)

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A. Introduction

1.1 Eligible Bidders

1.1.1 This Invitation for Bids is open to all suppliers subject to conditions mentioned in this NIT and as under :-

A. Make In India.(where applicable)

The Item offered by the bidder must be **having local content of 20% or more as per Make In India Order no.P-45021/2/2017-PP (BE-II) Part(4) Vol.II dated 19th July, 2024 of Ministry of Commerce and Industry, Government of India** and its subsequent amendments and modifications made time to time**. The Bidders cannot claim themselves as 'Class-I Local Supplier'/'Class-II Local Supplier' by claiming Profit, Warehousing, Marketing, Logistics, Freight, etc. as local value addition [Notification No. P-45021/102/2019-PP (BE-II)(E-29930) dated 26th November, 2020 issued by Dept. for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India)**

B. The bidder will be ineligible,if the bidder is from Border sharing countries in line with the "Order (Public Procurement No.1) No.F.No.6/18/2019-PPD dated 23.07.2020 of Ministry of Finance, Government of India" BUT not from the country to whom Govt. of India extended lines of credit notified by Ministry of External Affairs in line with the "Order (Public Procurement No.2) No.F.No.6/18/2019-PPD dated 23.07.2020 of Ministry of Finance, Government" OR not having required registration certificate should be attached in line with above orders.

(here bidder means 'tenderer', 'Consultant', 'Vendor or service provider in certain contexts means any person or firm or company, including any member of a consortium or joint venture(that is an association of several persons, or firms or companies), every artificial juridical including any agency, branch or office controlled by such persons, participating in a procurement process)

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

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

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

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

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

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

Explanation –

- **"Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;**
- **"Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;**

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

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

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

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

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

vi. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

C. The bid has to be submitted in Indian Rupees only for all offers. Bids in currency other that INR will be rejected summarily ab initio as unresponsive.

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

ii) If a contract has already been awarded
   a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the purchaser;

b) Forfeiture or encashment of any other security or bond relating to the procurement;
c) Recovery of payments including advance payments, if any, made by the purchaser along with interest thereon at the prevailing rate.

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

B. The Bidding Documents

1.4 Cost of Bidding Documents

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

1.5 Content of Tender Documents

The goods required, bidding procedures and contract terms are prescribed in the bidding documents which should be read in conjunction. The bidding documents, apart from the invitation for bids have been divided into 9 chapters as under:

Tender Notice

Chapter **1.** **Instructions to Bidders (ITB)**
Chapter **2.** **General Conditions of Contract (GCC) and Special Conditions of Contract (SCC)**
Chapter **3.** **Schedule of Requirements**
a. General Requirements
b. Specifications & Allied Technical Details
c. Documents and declarations to be submitted along with the bid
d. Documents to be submitted by the successful bidder after award of contract
Chapter **4.** **Forms**
Part I (To be submitted along with the bid)
Part II (To be submitted after award of contract)

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

1.6 Clarification of tender documents

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

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

1.7 Amendment of Tender Documents

1.7.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or

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

1.7.2 In order to allow prospective bidders' reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids and host the changes on the CPPP and website of the Purchaser.

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.

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

1.9 Purchase Preference Policies

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

1.9.2 For the above purpose, local supplier means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed in DPIIT Order No.P-45021/2/2017-PP (BE-II) dated 16th Sep., 2020 or by the competent Ministries/Departments in pursuance of this order and local content means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

1.10 Documents Comprising the Bid

1.10.1. The bid prepared by the Bidder shall include:

A. Technical bid

The following documents/forms have been attached with the Technical Bid :

1. Technical Bid showing the details of the Items quoted with terms and conditions along with details as per Schedule of Requirement (format as per Chapter 4, Sl. No. 1)
2. ~~Declaration regarding Make In India (Mandatory to make the Bid eligible and for Price Preference also) that the item offered meets the required local content giving details of the location(s) at which the local value addition is made (format as per Chapter 4, Sl. No. 2)~~
3. Declaration regarding Land Border Sharing Countries (format as per Forms Sl. No. 2)
4. Bidders Information form (format as per Forms Sl. No. 3)
5. Bid declaration form (format as per Forms Sl. No. 4)
6. Manufacturer's Authorization Certificate (MAF) (format as per Forms Sl. No. 5)
7. Code of Integrity Form (format as per Forms Sl. No. 6)
8. Technical Compliance/Deviation Statement form (format as per Forms Sl. No. 7)
9. Service Support Detail Form (format as per Forms Sl. No. 8)
10. Bid Securing Declaration (format as per Forms Sl. No. 9)

11. Performance Statement Form (For A Period Of Last 3 Years) (If list is more, please give 3 or 4 pages only) (format as per Forms Sl. No. 10)
12. Documentary evidence (if Price Preference is claimed) about the status of the bidder i.e. whether MSE or not, owned by SC/ST or not and whether the MSE is owned by a women entrepreneur or not, if and as applicable.
13. Supporting brochures/catalogues

B. Price bid

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

1.11 Bid form and price schedule

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

1.12 Bid Prices

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

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

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

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

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

1.12.5 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**.**

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

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

1.13 Bid Currencies

1.13.1 Prices shall be quoted in Indian Rupees only for all offers. Bids in currency other than INR will be rejected summarily *ab initio* as unresponsive.

1.14 Documents Establishing Bidder's Eligibility and qualifications

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

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

a) The bidder meets the qualification criteria listed in bidding documents, if any.

b) Bidder who doesn't manufacture the goods it offers to supply shall submit Manufacturers' Authorization Form (MAF) using the form specified in the bidding document to demonstrate that it has been duly authorized by the manufacturer of the goods to quote and/or supply the goods.

c) Make in India local content declaration as per P-45021/2/2017-PP (BE-II) dated 16.09.2020 by Ministry of Commerce and Industry, Government of India and any amendment / revisions thereof.

d) MSE/NSIC/Udyog Aadhaar certificate, if and as applicable as per order 2012 and amendments and revisions thereof.

e) Registration certificate OR declaration regarding Border sharing countries, as applicable as per **Order (Public Procurement No.1) No.F.No.6/18/2019-PPD dated 23.07.2020 of Ministry of Finance, Government of India**

1.14.3 Conditional tenders shall not be accepted

1.15 Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

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

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

a) A detailed description of the essential technical and performance characteristics of the goods;

b) A list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods during the warranty period following commencement of the use of the goods by the Purchaser in the Priced- bid; and

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

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

1.16 Bid Securing Declaration

1.16.1 All the bidders have to submit Bid Securing Declaration in the given format in place of EMD/Bid Security.

1.17 Period of Validity of Bids

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

1.17.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

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

1.18 Format and Signing of Bid

1.18.1 The bids may be submitted in single cover(Techno-commercial in one envelop) or in two cover as specified in the Invitation for Bids.

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

1.18. In case the bids are invited on **TWO cover system/Two Bid System**, the bidder shall submit the bids in two separate parts. One part shall contain technical bid comprising all documents listed under clause relating to Documents Comprising the bid excepting bid form and price schedule. The other part shall contain the price contain the price bid comprising bid form and price schedules.

D. Submission of Bids

1.19 Submission of Bids

1.19.1 The bidders must submit their bids only **online**. (**Bids received by courier / post/FAX/E-mail would not be considered for evaluation.)**

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

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

1.20 Deadline for Submission of Bids

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

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

1.21 Withdrawal, substitution and Modification of Bids

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

E. Opening and Evaluation of Bids

1.22 Opening of Bids by the Purchaser

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

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

1.23 Confidentiality

1.23.1 Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award. However, in case of any information/clarification required from the bidder, the same will

be communicated.

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

1.24 Clarification of Bids

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

1.25 Preliminary Examination

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

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

(i) Bid Form and Price Schedule, in accordance with concerned ITB Clause

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

a. The bidder is not eligible.

b. The bid validity is shorter than the required period.

c. The bidder has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer.

d. Bidder has not agreed to give the required Performance Security

e. The goods quoted are sub-standard, not meeting the required specification etc.

f. Against the schedule of requirement (incorporated in the tender enquiry), the tenderer has not quoted for the entire requirement as specified in that schedule.

g. The tenderer has not agreed to some essential condition(s) incorporated in the tender enquiry

1.26 <u>Bidder's right to question rejection.</u>

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

i) Only a bidder who has participated in the concerned procurement process i.e. pre- qualification, bidder registration or bidding, as the case may be, can make such representation;

ii) In case pre-qualification bid has been evaluated before the bidding of Technical bids, an application for review in relation to the technical bid may be filed only by a bidder who has qualified in pre-qualification bid;

iii) In case technical bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be acceptable.

iv) Following decisions of the purchaser in accordance with the provision of internal guidelines shall not be subject to review:

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

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

1.27. <u>Responsiveness of Bids</u>

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

a) Affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or

b) Limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or

c) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

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

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

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

1.28 Non-Conformity, Error and Omission

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

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

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

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

b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

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

1.29 Examination of Terms & Conditions, Technical Evaluation

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

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

1.29.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive, it shall reject the Bid.

1.30 Evaluation and comparison of bids

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

1.30.2 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.

1.30.3 If bids found qualified in all respect as per NIT terms & parameters, the Lowest quoted bid will be awarded the contract subject to splitting of order condition is there.

1.30.4. Price Preference to Make In India:(where applicable)

Purchase Price preference shall be given to all Class I local suppliers in accordance with the Preference to Make in India as per Order no.P-45021/2/2017-PP (BE-II) Part(4) Vol.II dated 19th July, 2024 of Ministry of Commerce and Industry, Government of India and its subsequent amendments and modifications made time to time in all procurements undertaken by the purchaser in the following manner:

(a) In the procurements of goods or works, which are covered by para 3(b) of above said Order and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure.

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L_1.

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

(b) In the procurements of goods or works, which are covered by para 3(b) of above said Order and which are not divisible in

nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over Class-II local supplier as well as 'Non-local supplier', as per following procedure.

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

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

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

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

(d) Margin of Purchase Preference will be 20% as per Order no.P-45021/2/2017-PP (BE-II) Part(4) Vol.II dated 19th July, 2024 of Ministry of Commerce and Industry, Government of India

(e) The 'Class-I Local Supplier'/'Class-II Local Supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I Local Supplier'/ 'Class-II Local Supplier' as the case may be. They shall also give details of the location(s) at which the local value addition is made.

(f) False declaration will be in breach of the 'Code of Integrity' under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to Two years as per Rule 151(iii) General Financial Rules along with such other actions as may be permissible under law.

(g) Definitions:

i. '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 item procured (exceeding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the value, in percent.

ii. 'Class-I supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of 50%.

iii. 'Class-II Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of 20% but less than that prescribed above for 'Class-I Local Supplier' i.e. 50%.

1.30.5. <u>Preference to MSEs:</u>

Purchase Price preference shall be given to MSEs in accordance with the Public Procurement Policy for MSEs Order 2012, Government of India, amended time to time, in all procurements undertaken by the purchaser in the following manner:

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

(ii) 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.

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

1.30.7 The bids shall be evaluated on the basis of final landing cost which shall be arrived as under(The comparison will be

made of FOR, Destination basis):

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

(ii) GST and other taxes, if any which will be payable on the goods if the contract is awarded.

(iii) Charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination and taxes thereon (if quoted separately).

(iv) Wherever applicable, the cost towards the installation, commissioning, spares, extended warranty, site preparation and training including any incidental services, if any (if quoted separately).

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

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

1.30.11 **The purchase shall compare all substantially responsive bids to determine the lowest evaluated bid, in accordance with this ITB clause.**

1.31 Contacting the Purchaser

1.31.1 Subject to clarification on bid, 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.

1.31.2 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.

1.32 Post qualification

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

1.32.2 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.

1.32.3 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

1.33 Negotiations

1.33.1 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.

1.34 Award Criteria

1.34.1 Subject to ITB Clause 1.37 the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

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

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

1.36 Option Clause

1.36.1 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)

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

1.37.1 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.

1.38 Notification of Award

1.38.1 The Purchaser will notify the successful bidder in writing through on-line as well as by registered letter or by cable or telex or fax or e mail that the bid has been accepted by way of a purchase order.

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

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

1.39 Signing of Contract

1.39.1 Promptly after notification, the Purchaser shall send the successful Bidder the Agreement/PO.

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

1.40 Order Acceptance

1.40.1 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.

1.40.2 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.

1.41 Performance Security

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

1.41.2 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.

1.41.3 The Performance Security shall be denominated in Indian Rupees.

1.41.4 The PS may be submitted by either the manufacturer or their authorized dealer/bidder.

1.41.5 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 in the form provided in the bidding documents. Or
(b) A Banker's cheque or Account Payee demand draft in favour of the purchaser. Or,
(c) A Fixed Deposit Receipt pledged in favour of the Purchaser.

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

1.41.7 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.

1.41.8 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.

1.41.9 Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc. either confirmation will be taken by purchaser from the issuing bank by mail/registered post / speed post or courier.

Chapter 2

A. GENERAL CONDITIONS OF CONTRACT

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2.1. Definitions

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

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

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

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

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

"Day" means calendar day.

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

"GCC" means the General Conditions of Contract.

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

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

"SCC" means the Special Conditions of Contract.

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

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

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

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

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

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

For definitions regarding terms in "MSE" refer MSE order 2012 and amendments and revisions thereof.

For "registration of bidders quoting for products from countries that share land border with India" refer to OrderNo.P-45021/112/2020-PP(BE-II)(E-43780) dated 24.08.2020 of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade and any amendments thereon.

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:
   i) 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;
   ii) 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;
   iii) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

2.4. Joint Venture, Consortium or Association

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

2.5. Scope of Supply

2.5.1 The Goods and Related Services to be supplied shall be as specified in the Specification and Allied Technical Details.

2.6. Suppliers' Responsibilities

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

2.7. Contract price

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

2.7.2 The Bids have to be on the price as mentioned in **SCC** basis**,**i.e. the price should be quoted accordingly including the entire requirement.

2.8. Copy Right

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

2.9. Application

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

2.10. Standards

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

2.11. Use of Contract Documents and Information

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

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

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

2.12. Patent Indemnity

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

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

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

2.13. Performance Security

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

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

2.13.3 The Performance Security shall be denominated in Indian Rupees only.

2.13.4 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 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.

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

2.13.6 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.

2.13.7 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 PS is not received, the contract is liable to be cancelled provided that the purchaser, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained, may, for cogent reasons, offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.

2.13.8 **Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc. either confirmation will be taken by purchaser from the issuing bank by mail/registered post / speed post or courier.**

2.14. Inspections and Tests

2.14.1 The inspections & test, training required would be as detailed mentioned in Specification and Allied Technical details.

2.15. Packing

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

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

2.15.3 The marking and documentation within and outside the packages shall be:
a) Each package should have a packing list within it detailing the part No(s), description, quantity, etc.

b) Outside each package, the contract No., the name and address of the purchaser and the final destination should be indicated on all sides and top.

c) Each package should be marked as 1/x, 2/x, 3/x……x/x, where "x" is the total No. of packages contained in the consignment.

d) All the sides and top of each package should carry an appropriate indication/ label/ stickers indicating the precautions to be taken while handling/storage.

2.16. Delivery and Documents

2.16.1 Delivery of the Goods and completion and related services shall be made by the Supplier in accordance with the terms specified by the Purchaser in **SCC& Purchase Contract.**

The details of shipping and/or other documents to be furnished by the supplier are specified in **SCC**.

2.16.2 The mode of transportation shall be as specified in **SCC.**

2.17. Insurance

2.17.1 If the purchaser elects to buy on **F.O.R. Destination** basis, the Goods supplied under the Contract shall be fully insured against any loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in **SCC**.

2.17.2 Where delivery of the goods is required by the purchaser on **F.O.R Destination** 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 **Ex-works** basis, insurance would be the responsibility of the purchaser.

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

2.18. Transportation

2.18.1 If the offers are required to be quoted on FOR basis including unloading and installation, the Supplier is required under the Contract to deliver the Goods to the agreed place of destination plus unloading shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract price.

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

2.19. Incidental Services

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

2.20. Spare Parts

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

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

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

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

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

2.21 Warranty

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

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

2.21.3 The warranty period shall be as mentioned in **SCC.**

2.21.4 Unless otherwise specified in the SCC, the warranty shall remain valid for Twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC.

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

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

2.21.7 **If having been notified, the Supplier fails to remedy the defect within a reasonable period of time; the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.**

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

2.22. Terms of Payment

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

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

2.22.3 Payments shall be made promptly by the Purchaser within thirty (30) days after submission of the invoice and duly certified by the user.

2.22.4 Payment shall be made in INR only.

Note: All payments due under the Contract shall be paid after deduction of statutory levies at source (like ESIC, Income Tax, GST 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 subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the

Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.

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

2.27 Liquidated Damages

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

2.28 Termination for Default

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

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

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

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

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

(a) The Performance Security is to be forfeited;

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

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

2.29. Force Majeure

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

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

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

2.29.4 If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of force

majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussions on either side.

2.30 Termination for Insolvency

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

2.31 Termination for Convenience

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

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

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

2.32 Settlement of Disputes

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

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

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

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.

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

2.32.5 Notwithstanding, any reference to arbitration herein,

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

2.33 Governing Language

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

2.34. Applicable Law

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

2.35. Notices

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

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

2.36. Taxes and Duties

2.36.1 For goods/services, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred till its final manufacture/production/delivery/installation/commissioning/traing.

2.36.2 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.

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

2.36.4 Customs Duty – Custom Duty exemption Certificate whatsoever is not applicable and will not be issued as the vendor will be eligible only after minimum local content will be there as per concern regulation/notification of Govt. of India.

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.Unless otherwise specified anywhere else in this Tender Document, the Supplier has to complete the Installation/Commissioning within one (1) months from the date of arrival of the equipment in the Institute.

2.40 Risk Purchase Clause

2.40.1 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.

2.41 Option Clause

2.41.1 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)

2.42 Integrity Pact

2.42.1 The SCC shall specify whether there is a need to enter into a separate Integrity pact or not. The names and contact details of the Independent External Monitors (IEM) on the event of the need of IP is as detailed in the SCC.

2.43 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.

Chapter 2
B. SPECIAL CONDITIONS OF CONTRACT

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Sl. No.	GCC Clause	Topic
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3	GCC 2.7.2	Contract Price
4	GCC 2.13.1	The amount of Performance Security
5	GCC 2.15.2	The packing marking and documentation
6	GCC 2.16.1	Delivery period
7	GCC 2.16.2	Mode of transportation
8	GCC 2.17.1	The insurance
9	GCC 2.21.3	The period of validity of the warranty
10	GCC 2.22.1	Payment
11	GCC 2.27.1	Liquidated Damage
12	GCC 2.34.1	The place of Jurisdiction
13	GCC 2.35.1	Notices
14	GCC 2.43.1	Integrity Pact

Special conditions of contract (SCC)

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

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

GCC 2.1.1	The Purchaser is: **DIRECTOR,CSIR – NEIST,** **JORHAT – 785006, ASSAM, INDIA**
GCC 2.1.1	**The Final Destination is (To be delivered & installed at**): **Shergaon,West Kameng Dist., Arunachal Pradesh-790003.**
GCC 2.7.2	**Quotation has to be submitted on FOR, destination basis. Please include all the charges clearly within the quoted cost including unloading charge.**
GCC 2.15.2	The marking and documentation within and outside the packages shall be: (a) Each package should have a packing list within it detailing the part No(s), description, quantity etc. (b) Outside each package, the contract No., the name and address of the purchaser and the final destination should be indicated on all sides and top. **CONSIGNEE:** **THE DIRECTOR.** **CSIR – NEIST,** **CSIR-NEIST, Jorhat, Pulibor-785006.** (c) Each package should be marked as 1/x, 2/x, 3/x……x/x, where "x" is the total No. of packages contained in the consignment. (d) All the sides and top of each package should carry an Appropriate indication/ label/ stickers indicating the precautions to be taken while handling/storage.
GCC 2.16.1	**Standard Delivery Period: Within 45 days from receipt of confirmed Purchase Order/Opening of LC (However, the firms may commit/mention the delivery period as per their feasibility for their specific item which will be considered).** Details of consignment and other Documents to be furnished by the Supplier are : Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by registered post / speed post and copies thereof by FAX/Email. (a) Two copies of Supplier's Invoice indicating, *inter-alia* description and specification of the goods, quantity, unit price, total value; (b) Packing list; (c) Certificate of country of origin, if required under the contract; (d) Insurance certificate, if required under the contract; (e) Railway receipt/Consignment note/e-waybill as and if applicable; (f) Any other document(s) as and when required in terms of the contract. **Note:** **01. The nomenclature used for the item description in the invoices(S), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s).** **02. The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.**
GCC 2.16.2	The mode of transportation should be in accordance with the nature of Item and delivery period.

GCC 2.13.1	The amount of the Performance Security (PS) shall be: **5 (Five) %** of the Order Value valid for 2 (two) months beyond warranty period. **DETAILS OF SBI RRL, JORHAT BRANCH** (For the purpose of e-transaction only). Name of the Bank : **STATE BANK OF INDIA** Branch : **RRL Jorhat Branch** Place : **Jorhat** Contact No. : **(0376) 2370126** IFSC Code : **SBIN0005604** MICR code : **785002007** NEIST Account : **DIRECTOR, NEIST** Account No. : **00000030266871392**
GCC 2.17.1	On the rates offered on FOR, the firm will ensure the Insurance cover as per supply terms for an amount equal to 110% of the contract value on "all risk basis" including strikes, riots and civil commotion otherwise if any damage occurs, the responsibility will lie upon the firm only. The responsibility of submitting intimation of dispatch & arrival of the consignment will rest with the supplier.
GCC 2.21.3	**The period of On-Site Comprehensive Warranty for 02 (two) years on complete set shall be from the date of complete installation, demonstration, commissioning and final acceptance at site.** **Any cost involved in repair/replacement, will be borne by the supplier only.**
GCC 2.22.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: **1. 100% within 30 days after receipt of the Goods and successful installation, Commissioning & training (as applicable).** **2. Advance Payment term is not acceptable.** **Note:** All payments due under the Contract shall be paid after deduction of statutory levies at source (like ESIC, Income Tax, etc.), wherever applicable.
GCC 2.27.1	**The liquidated damage shall be 0.5% per week or part of a week towards late delivery and towards delay in installation and commissioning. The maximum amount of liquidated damage shall be 10%.**
GCC 2.34.1	The place of jurisdiction is Jorhat, ASSAM, INDIA
GCC 2.35.1	For **notices**, the Purchaser's address is: **STORES & PURCHASE OFFICER,** **CSIR – NEIST,** **JORHAT – 785 006,** **ASSAM, INDIA** **Telephone No.: +91 0376 2372 710,** **E-mail: spo@neist.res.in**
GCC 2.43.1	The integrity pact is not required.

Chapter 3

Schedule of Requirements

A. General Requirements

1. The offer should be valid at least **90 days** from the date of opening**.**
2. If you have supplied identical or similar equipment to other CSIR Labs / Instt., the details of such supplies for the preceding three years should be given together with the prices eventually or finally paid.
3. Please do confirm that service (manual) shall be supplied along with the supply of material.
4. The installation, commissioning and demonstration of the system should be completed within one month from the date of arrival of the items.
5. The approximate dimensions & weight of the stores/consignment quoted for: tare Weight, Net weight and Volume (LxBxH) may be indicated.

The Bidders are requested to submit bid in the following manner:

- **Technical Details:**

Technical Details of the product quoted		
Sl. No.	**Description**	**Quantity**
1	**Make :** **Model :** **Technical Details :**	
2	**….**	**…**
…	**….**	**…**

- **Terms & Conditions:**
- **Brochure/ Leaflet/Catalogue of the concerned product:**
- **Technical Compliance Sheet:**
- **Price Bid:**

B. Specifications and Allied Technical Details

Description of Goods

Supply, Installation, Training and Commissioning the Green Leaves processing unit as a Trunkey set up with capacity of minimum 2 kg processing per batch at Shergaon West Kameng district, Arunachal Pradesh

Detail Technical Specifications: -

Name of Item: Micro Tea Manufacturing Unit (for green tea, orthodox black tea and CTC black tea) with complete installation at Shergaon, Arunachal Pradesh

Basic requirements: -

1. The item should be supplied with all the sub units properly linked with one another.

2. All the necessary housing/ casing (MOC: Iron 2 GI sheet) for the unit should be provided as per the enclosed plan layout

3. Necessary cover (MOC: GI Sheet) should be provided as per the enclosed plan layout

Specification:

1. Steamer (Mini) (1 no): Steaming duration: 1.5 minutes to 2.5 minutes
Water boiling duration : within 30 minutes.,
capacity: 30 kg green leaves/ trip
water CTP: 50L at a time,
power :0.5 hp/373W/220V/415V, including motor and gear box
2. Rolling Table (1 no): advantage with 97.9% twisting accuracy (no breaking) maintaining quality
Capacity: 10 to 20 kg green leaves /trip
Rolling time: 30-45 minutes
Action: Single
Power: 1 HP/746W/ 220 V, Single phase. including Motor and Gear box

3. TEW Arnott sorter (Micro and Micro Middle): 1 Set

Type: Horizontal ,
No of trays :6 nos,
No of out put : 7 type, Power 1 Hp,/ 0.7KW/220V, Including motor and gear box

4. Withering Throw: 1 no

Fan size:18 inch,
power 1 HP, Current: 220V.
Air flow: 7500 cmf

5. Micro CTC Cut: 1 no

Should be made of Std. 8 Inch CTC segments having 1pair of Rollers revolving at 10:1 ratio. The Feeding should be manual drive to the rollers via a gearbox coupled to a minimum 1.0 hp single phase motor. Machine Size : approximately 18"x18"x 16" (LxBxH)

6. Micro Tea Dryer: 1 no

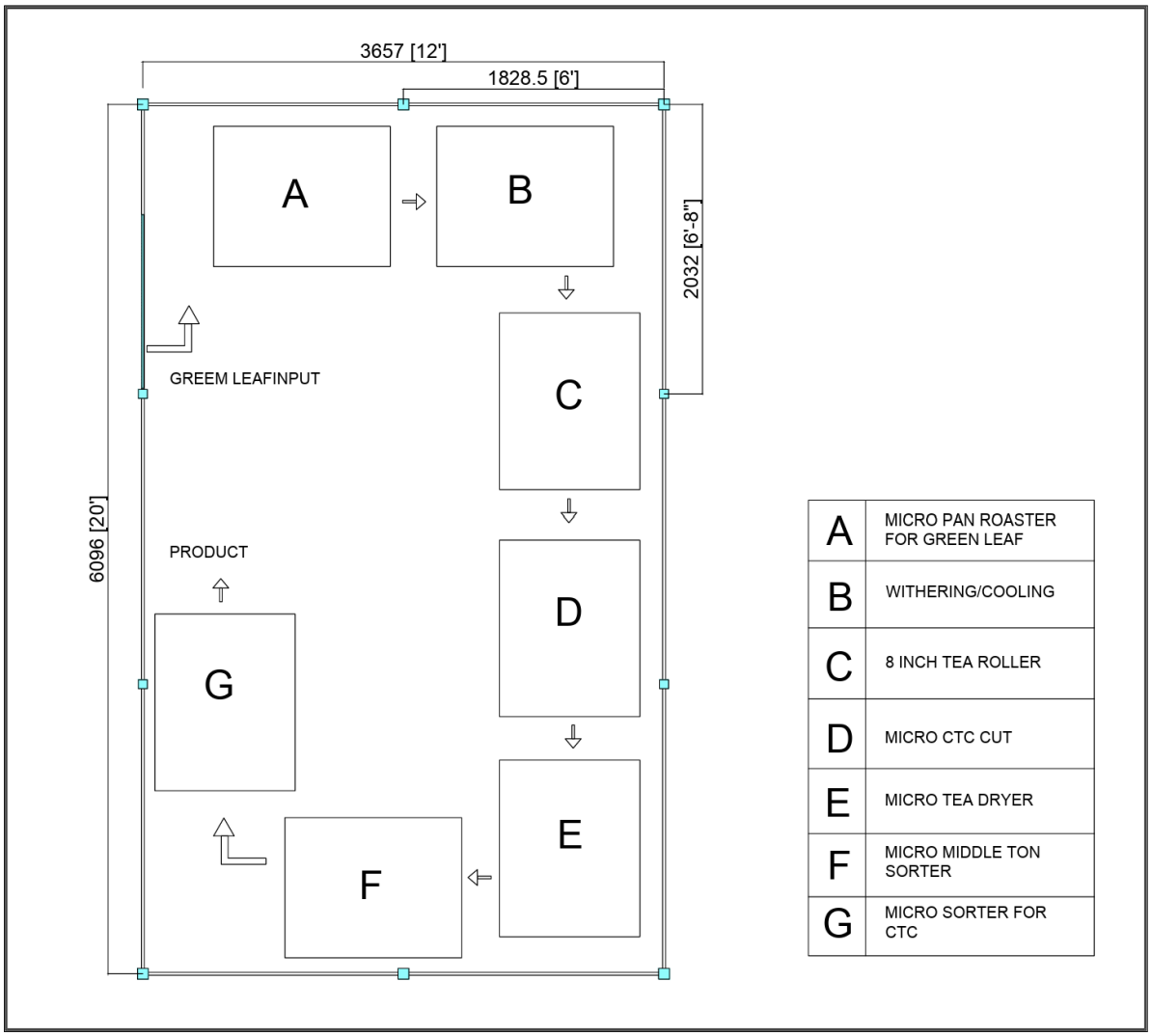
The unit should be made with Stainless Steel having 6 Inter-Changeable trays. The Dryer must have adjustable Butterfly valve for exhaust air. Should be supplied with its own Hot Air Blower and Inlet

Temperature Indicator. Machine Size: approximately 36"x 14"x 16" (LxBxH) Tray Size : approximately 12"x 18" (LxBx 6 Nos.)

7. One **hand sealing unit** must be provided for packaging from 100 grams to 1000 grams

Other requirement:

- Warranty:2 (Two) years from the date of installation
- All necessary civil works **(As per enclosed drawing)** related to installation including the foundation and shade at the installation site will be in the scope of the supplier
- Place of Installation: Shergaon, West Kameng District of Arunachal Pradesh
- FOR: Shergaon, West Kameng District of Arunachal Pradesh
- Training of 05 person.



Vendor should provide complete, authentic technical documents supporting and fulfilling the above specifications.
Other Eligibility Criteria: ➢ **Installation and commissioning: Complete installation, commissioning must be provided by factory trained service provider.**
Note: **(a) Evaluation will be done set wise for Technical as well as Financial.** **(B) Bidders Must Submit 'Previous Order Copies of Same or Similar items with Order Amount/Price ' with their Financial Documents.**

C. Documents and declarations to be submitted with the bid

The following documents/forms to be submitted:

1. Technical Bid showing the details of the Items quoted with terms and conditions along with details as per Schedule of Requirement (format as per Chapter 4, Sl. No. 1)
~~2. Declaration regarding Make In India (Mandatory to make the Bid eligible and for Price Preference also) that the item offered meets the required local content giving details of the location(s) at which the local value addition is made (format as per Chapter 4, Sl. No. 11)~~
3. Declaration regarding Land Border Sharing Countries (format as per Forms Sl. No. 2)
4. Bidders Information form (format as per Forms Sl. No. 3)
5. Bid declaration form (format as per Forms Sl. No. 4)
~~6. Manufacturer's Authorization Certificate (MAF) (format as per Forms Sl. No. 5)~~
7. Code of Integrity Form (format as per Forms Sl. No. 6)
8. Technical Compliance/Deviation Statement form (format as per Forms Sl. No. 7)
9. Service Support Detail Form (format as per Forms Sl. No. 8)
10. Bid Securing Declaration (format as per Forms Sl. No. 9)
11. Performance Statement Form (For A Period Of Last 5 Years) (If list is more, please give 3 or 4 pages only) (format as per Forms Sl. No. 10)
12. Documentary evidence (if Price Preference is claimed) about the status of the bidder i.e. whether MSE or not, owned by SC/ST or not and whether the MSE is owned by a women entrepreneur or not, if and as applicable.
13. Supporting brochures/catalogues

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

1. Order Acceptance (within 14 days)
2. Installation cum commissioning certificate.
3. Warranty Certificate from the date of installation.
4. Acceptance Certificate.

Chapter 4

FORMS

Part I (To be submitted along with the bid)

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

1. SCHEDULE OF REQUIREMENT FORM

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

Date : ……
Place : ……**Signature of the Bidder**

Notes for Bidders:

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

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

(a) The implications of delivery terms stipulated in the Instructions to Bidders pursuant to the rules i.e., EXW or FOR terms, and

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

2. Declaration regarding Land Border Sharing Countries

(On Letter Head)

"I have read the tender document no. ……. Along with clause regarding restriction on procurement from a bidder of a country which shares a land border with India in accordance with the Govt. of India notification no. 6/18/2019-PPD(Public Procurement No.1) dated: 23.07.2020 and no. 6/18/2019-PPD(Public Procurement No.2) dated: 23.07.2020by Ministry of Finance. Accordingly, I hereby certify that

"this bidder is not from such a country and is eligible to be considered"	

Or

"this bidder is from such a country but is registered with the competent authority and the related document is attached and thus eligible to be considered"	

Or

"this bidder is from such a country but to this country, Govt. of India extended lines of credit notified by Ministry of External Affairs and the related document is attached and thus eligible to be considered"	

[Tick or write 'YES' in the appropriate box]

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

Authorized signatory
Name:
Designation:
Contact No:
Email Id:
Other details:

3. Bidder Information Form

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

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

Page 1 of_ _____ pages

1. Bidder's Legal Name*[insert Bidder's legal name]*
2. In case of JV, legal name of each party: *[insert legal name of each party in JV]*
3. Bidder's actual or intended Country of Registration: *[insert actual or intended Country of Registration]*
4. Bidder's Year of Registration: *[insert Bidder's year of registration]*
5. Bidder's Legal Address in Country of Registration: *[insert Bidder's legal address in country of registration]*
6. Bidder's Authorized Representative Information Name: *[insert Authorized Representative's name]* Address: *[insert Authorized Representative's Address]* Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]* Email Address: *[insert Authorized Representative's email address]*
7. Attached are copies of original documents of: *[check the box(es) of the attached original documents]* Articles of Incorporation or Registration of firm named in 1, above.

Signature of Bidder.....
Name.....
Business Address.....

4. Bid Declaration Form

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

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

To,
The Director, CSIR-NEIST, Jorhat-785006

We, the undersigned, declare that:

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

(b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements / delivery schedule given in the bid (strike out whichever is not applicable).

(c) The total price of our Bid, excluding any discounts offered in item (d) below, is mentioned in bid/price schedule.

(d) The discounts offered and the methodology for their application is mentioned in bid/price schedule.

(e) Our bid shall be valid atleast for the period of time specified in ITB, from the date fixed for the bid submission deadline in accordance with ITB, and it shall remain binding upon us and may be accepted at any time before the expiration of that period. However, till the finalization of the particular procurement process. The bid validity will be available on communication by you on this matter and written confirmation from us.

(f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB and GCC Clause for the due performance of the Contract.

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

Name of Recipient	Address	Reason	Amount

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

(k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

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

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

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

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

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

5. MANUFACTURERS' AUTHORIZATION FORM (MAF)

[1] This is to be filled up by the Manufacturer only and NOT by any distributor/dealer.
[2] 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 Manufacture

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

To,
The Director, CSIR-NEIST, Jorhat-785006.

WHEREAS

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

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

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

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

Title: *[insert title]*

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

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

6. CODE OF INTEGRITY FORM

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

Ref. No: _____ **Date** _____

To,
The Director, CSIR-NEIST, Jorhat-785006

Sir,

With reference to your Tender No._____ dated _____

I/We, _____hereby declare that we shall abide by the Code of Integrity for PublicProcurement as per General Financial Rules 2017 (Rule 175) 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

7. COMPLIANCE/DEVIATION STATEMENT FORM

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

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

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

Please note:

1. Compliance/Deviation statement comparing the specifications of the quoted model to the required specifications. This statement should also give the page number(s) of the technical literature where the relevant specification is mentioned.

2. Bids may have supporting documents (technical literature or copies of relevant pages from the service manual or factory test data) for all the points noted above.

8. SERVICE SUPPORT DETAIL FORM

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

Signature and Seal of the manufacturer/Bidder…….

Place :

Date :

9. BID SECURING DECLARATION FORM

Date:_____
Bid No. _____

To,
The Director, CSIR-NEIST, Jorhat-785006

I/We. The undersigned, declare that:

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

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

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

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

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

Name: (insert complete name of person signing he Bid Securing Declaration)
Duly authorized to sign the bid for an on behalf of: (insert complete name of Bidder)

Dated on _____ day of _____(insert date of signing)
Corporate Seal (where appropriate)

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

10. PERFORMANCE STATEMENT FORM (For a period of last 5 years for similar equipment, If many are there- give three major orders)

Name of the Firm…….

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

Signature and Seal of the manufacturer/Bidder……
Place :
Date :

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

11. Self Certification for Make in India

I _____S/o, D/o, W/o, _____Resident of_____ hereby solemnly affirm and declare as under:

That I agree to abide by the terms and conditions of the Department for Promotion of Industry and Internal Trade (Preference to Make in India) Order, 2020 (*hereinafter DPIIT order*) of Government of India issued vide Notification No:P-45021/2/2017/PP (BE-II) dated 16/09/2020, and its any subsequent modifications/Amendments, if any.

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity i.e. CSIR-NEIST or any authority so nominated for the purpose of assessing the Local content of goods/services/works offered by me against this NIT.

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

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

That I understand that in the event of the local content of the goods/services/works mentioned herein is found to be incorrect and not meeting the prescribed Minimum Local Content criteria, based on the assessment of procuring entity i.e. CSIR-NEIST or any authority so nominated for the purpose of assessing the Local content, action shall be taken against me in line with the DPIIT order and provisions of the Bidding Documents.

That I agree to maintain the following information in the Company's record and shall make this available for verification to any statutory authority.

The particulars/details of Local Content are as under:

i. Name and details of the Local Supplier (Registered Office, Manufacturing unit location, nature of legal entity) .....

ii. Goods/services/works for which this declaration/affidavit is produced .....

iii. Procuring entity to whom this declaration/affidavit is furnished .....

iv. Percentage of local content declared/certified .....

(Note: The Bidders offering imported products will fall under the category of Non-local suppliers. They can't claim themselves as Class-I local supplier/ Class-II local supplier by claiming profit, warehousing, marketing, logistics, freight etc. as local value addition.)

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

Authorized signatory

~~<Insert Name, Designation and Contact No.>~~

FORMS

Part II (To be submitted after award of contract)

1. Acceptance certificate form

No. Dated:

M/s _____
_____
_____

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

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

(a) Contract No. _____Date_____
(b) Description of the equipment_____
(c) Name of the consignee_____
(d) Scheduled date of delivery of the consignment to the Lab./Instts.____
(e) Actual date of receipt of consignment by the Lab./Instts._____
(f) Scheduled date for completion of installation/commissioning_____
(g) Actual date of completion of installation/commissioning_____
(h) Penalty for late delivery(at Lab./Instts. level)Rs._____
(i) Penalty for late installation (at Lab./Instts. level Rs._____

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

Sl. No. Description Amount to be recovered

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

Or

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

(a)……
(b) ……
(c)……
(d)……..

The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated at Sr. No. 1.

For Supplier
Signature……
Name……..
Designation……
Name of the firm……
Date……..

For Purchaser
Signature……..
Name……..
Designation……
Name of the Lab./Instt……..
Date……

CHECKLIST

Final list of documents before submitting the bid:

List of Documents submitted	Yes/No	Remarks, if any.
1. Technical Bid with Terms and Conditions		
2. Schedule of Requirement		
3. Declaration regarding Land Border Sharing Countries		
4. Bidders Information Form		
5. Bid Declaration Form		
~~6. Manufacturers' Authorization Form (MAF)~~		
7. Code of Integrity Form		
8. Technical Compliance/Deviation Statement Form		
9. Service Support Detail Form		
10. Bid Securing Declaration Form		
11. Performance Statement Form (For A Period Of Last 3 Years)		
12. Technical Brochures/Catalogues for the Equipment		
13. GST Registration Certificate		
14. PAN		
15. MSME Certificate, if applicable.		
16. Order Copies (without the amount/Price) for same item for last 3 years, if any.		