



सीएसआईआर - केन्द्रीय काँच एवं सिरामिक अनुसंधान संस्थान
196, राजा एस सी मल्लिक रोड, कोलकाता - 700 032, भारत
CSIR - CENTRAL GLASS & CERAMIC RESEARCH INSTITUTE
196, Raja S C Mullick Road, Kolkata - 700 032, India



BID DOCUMENT

For Procurement of ICDD Database Software PDF-4+,
Licensed version with one year license (Academic)

The Bids must be submitted in the Central Public Procurement Portal
(URL: <https://etenders.gov.in/eprocure/app>) only.

Manual/Offline bids shall not be accepted under any circumstances.

Tender No. : P/F/C/191/PK/DB/LT/19-20/RE Date: 14/01/2020

N.B.: THIS BID DOCUMENT IS FREE OF COST IF DOWNLOADED FROM THE WEBSITE
<https://etenders.gov.in/eprocure/app> and FROM INSTITUTE WEBSITE www.cgcri.res.in,
HOWEVER, THE BIDS HAVE TO BE SUBMITTED ONLINE IN THE
CENTRAL PUBLIC PROCUREMENT PORTAL
(URL: <https://etenders.gov.in/eprocure/app>) ONLY.

**CSIR-CENTRAL GLASS AND CERAMIC RESEARCH INSTITUTE**

[COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH, CSIR]

196, Raja S. C. Mullick Road, Jadavpur, Kolkata – 700032 (W.B.) India

FAX: + 91 33, 2473-0957 **EPABX:** +91 33 2473 3469 **Ext.**3478/3453/3479**website:** <http://www.cgcri.res.in> **email:** purchase@cgcri.res.in

**Sub: Quotation for supply of “ICDD Database Software PDF-4+,
Licensed version with one year license (Academic)” in Single-Cover.**

Dear Sirs,

Director, CSIR- Central Glass & Ceramic Research Institute, Kolkata, invites online bids in **Single Cover** from manufacturers, their authorised distributors and Indian Agent of Foreign principals, if any, for purchase of items listed below as per due date and time mentioned in the Critical Date Sheet.

Sl. No	Details of Items*	Quantity
1	ICDD Database Software PDF-4+,Licensed version with one year license (Academic)	01
	Additional License with one year validity each	03

NOTE:

Complete specification with manufacturer's name and address should be given while quoting. Literature/Pamphlets should also be enclosed wherever applicable.

Sd/-
Section Officer (S&P) (Acting)

CRITICAL DATE SHEET

Sl. No.	Stage	Date & Time
1.	Publish Date & Time	14/01/2020 06.00 PM
2.	Tender document Download Start Date & Time	14/01/2020 06.00 PM
3.	Bid Submission Start Date & time	14/01/2020 06.00 PM
4.	Bid Submission End Date & Time	04/02/2020 11.30 AM
5.	Bid Opening Date & Time	05/02/2020 03.00 PM

THIS TENDER DOCUMENT CONSISTS OF THE FOLLOWING :

01	Chapter 1: TERMS & CONDITIONS
02	Chapter 2: INFORMATION TO THE BIDDERS
03	Chapter 3: GENERAL CONDITIONS OF CONTRACT (GCC)
04	Chapter 4: SPECIAL CONDITIONS OF CONTRACT (SCC)
05	Chapter 5: CONTRACT FORM
06	Chapter 6: FORMS

CHAPTER - 1

TERMS & CONDITIONS

01. GENERAL:

1.1 E-bids are invited through electronic tendering process and the tender document can be downloaded from the Central Public Procurement Portal of Govt. of India (<https://etenders.gov.in/eprocure/app>). Please note that the submission of e-bids will be only through Central Public Procurement Portal (<https://etenders.gov.in/eprocure/app>). Bids will not be accepted in any other form. Further, it may be noted that bids which are duly submitted on e-tender portal shall only be considered and bids just saved without submission will not be available to the Evaluation Committee of CSIR-CGCRI.

Interested Bidders may obtain further information from the office of the Stores & Purchase Officer, CSIR-CGCRI, 196, Raja S. C. Mullick Road, Jadavpur, Kolkata-700032

1.2 E-Bids shall be submitted in a Single Cover and shall consist of the following documents:

Sl. No.	Name	Annexure
1.	Bidder Information Form	I
2.	Declaration abiding by the Code of Integrity and no conflict of interest for public procurement	II
3.	Deviation Statement Form	III
4.	Manufacturers' Authorization Form along with a certified copy of the Agency Agreement between the bidders and the Indian Agent	IV
5.	Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted	V
6.	Documents establishing goods eligibility and conformity to bidding documents; indicating the Indian Customs Tariff Number (ICT & HSN No.),	-
7.	Documentary evidence about the status of the bidder i.e. whether MSE or not, owned by SC/ST or not and whether the MSE is owned by a women entrepreneur or not.	-
8.	Bid Form	VI
9.	Techno Commercial Quotation	
10.	Price Schedule Form in Indian Currency	VII
11.	Bill of Quantities (BOQ) in xls format	-
12.	Compliance Statement	VIII
13.	Checklist	IX
14.	Purchase Order copies of identical or similar type of equipment during the last 3 years along with details of such supplies and prices eventually or finally paid.	-

1.3 Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidders will be responsible for any delay due to other issues.

1.4 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

1.5 Bidders are requested to note that they should necessarily submit their financial bids in the format provided no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quoted and other details (such as name of the bidder) NO other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

1.6 It may be noted that only duly submitted bids shall be evaluated and bids just saved but not submitted shall not be part of evaluated process. Submission of MS-Excel BOQ file is mandatory.

1.7 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidder, opening of bids etc. The bidders should follow this time during bid submission.

1.8 Purchaser may, at its discretion extend the deadline for submission of the e-Bids by amending the Tender 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.

1.9 The quotation must be in the form furnished by the Purchaser and should be free from corrections/erasures. In case there is any unavoidable correction it should be properly attested. If not the quotation will not be considered. Handwritten Quotations will not be considered.

02. REGISTRATION ON CENTRAL PUBLIC PROCUREMENT PORTAL:

Any Bidder willing to take part in the process of e-tendering will have to register in the Central Public Procurement Portal (CPPP), NIC, Government of India, by logging on to the portal <https://etenders.gov.in>. Bidders are requested to go through “**Bidders Manual Kit**”, “**System Settings**” & “**FAQ**” links available on the login page of the e-tender portal for guidelines, procedures & system requirements. In case of any technical difficulty, bidders may contact the help desk numbers & email IDs mentioned at the e-tender portal. Every bidder will be required to obtain a Class-III Digital Signature [DSC] for submission of bids.

03. SUBMISSION OF EMD : NOT APPLICABLE IN THIS CASE.

3.1 The complete bidding documents can be downloaded directly from our website www.cgcri.res.in and Central Public Procurement Portal (<https://etenders.gov.in/eprocure/app>) free of cost. Earnest Money Deposit (EMD), if applicable, will be required to be paid offline by Demand Draft drawn in favour of the Director, CSIR-CGCRl payable at Kolkata, West Bengal, India.

3.2 The EMD in this case is **NIL**.

3.3 Alternatively, EMD can also be furnished in the shape of Bank Guarantee issued by any Nationalized / Scheduled Bank of India. Original EMD to be sent to the Director (Attn.: Stores & Purchase Officer), CSIR-CGCRl, 196, Raja S. C. Mullick Road, Jadavpur, Kolkata-700032 before the date and time mentioned in the Critical Date Sheet.

3.4 A bid securing declaration may be submitted.

3.5 Manufacturer's/Enterprises having MSE Certificates issued by NSIC or Udyog Adhar are exempted from the EMD clause subject to the submission of the certificate with the Bid/technical Bid.

04. DUE AND OPENING DATE:

4.1 The Offer / Quotations must be uploaded and bids must freeze on or before the dates and time mentioned in the Critical Date and Time section of the NIT.

The techno-Commercial bid would be decrypted as per date and time mentioned.

4.2 In case opening date happens to be a holiday, the tender will be opened on next working day at the same time.

05. PERIOD OF VALIDITY OF BIDS

5.1 Price quoted should be net and valid for a minimum period of **90 days** from the date of opening of the quotation. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive

06. PRICE

6.1 (i)Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quoted and other details (such as name of the bidder) NO other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

ii) On opening the BOQ (Bill of Quantity) "Please Enable Macros to View BoQ Information". Please go to enable editing just below the task bar.

iii) As macros have to be enabled please click on enable content.

iv)The relevant Price Schedule forms should be filled up.

v)It may be noted that only duly submitted bids shall be evaluated and bids just saved but not submitted shall not be part of evaluated process. **Submission of MS-Excel BOQ file is mandatory.**

6.2 Prices for supply from within India shall be offered with the following breakup :

For goods manufactured in India

(i) The price of the goods quoted ex-works including all taxes already paid.	
(ii) GST and other taxes, if any which will be payable on the goods if the contract is awarded.	
(iii) Charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination.	
(iv) Charges for Warranty.	NOT APPLICABLE.
(v) Installation, Commissioning and Training charges	NOT APPLICABLE.
(vi) The cost towards the spares, extended warranty, AMC/CMC, if any.	NOT APPLICABLE.

Domestic tenderers are required to quote and accept their payment in Indian currency; Indian agents of foreign suppliers are to receive their agency commission in Indian currency.

Cost of imported goods & Services rendered in India, which are directly imported against the contract, may be quoted in foreign currency and paid accordingly in that currency.

The portion of the allied work and services, which are to be undertaken by Indian Agent (like installation and commissioning of equipment) are to be quoted and paid in Indian currency.

6.3 Prices for supply from outside India shall be offered with the following breakup :

(i) The price of the goods, quoted on FCA (named place of delivery abroad) or FOB (named port of shipment), as specified in the Price Schedule Form.	
(ii) The charges for insurance and transportation of the goods to the port/place of destination.	
(iii) The agency commission etc., if any.	
(iv) Charges for Warranty.	NOT APPLICABLE.
(v) Installation, Commissioning and Training charges	NOT APPLICABLE.
(vi) The cost towards the spares, extended warranty, AMC/CMC, if any.	NOT APPLICABLE.

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

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

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

6.6 CSIR-CGCRI is registered with Dept. of Scientific & Industrial Research, Govt. of India and concessional customs duty and GST & IGST are leviable vide notification No. 54/2002-Customs on all imports covered under Notification No.51/96-Customs dated 23.07.1996, Notification No.47/2017-Integrated Tax (Rate) and Notification No. 45/2017-Central Tax (Rate) both dated 14th November, 2017 as amended from time to time.

CSIR-CGCRI GST No.: 19AAATC2716R1ZC

6.7 CSIR-CGCRI is not empowered to issue any Sales Tax Concessional Certificates [FORM C / FORM D]; thus Bidders shall ensure that the normal rate of Sales Tax is quoted wherever applicable.

6.8 CSIR-CGCRI shall not issue any exemption certificates (CDEC etc.) for materials / commodities that go into production of the quoted item / equipment.

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

- iii) The Principal manufacturer directly or through one Indian agent on his behalf; and
- iv) Indian/foreign agent on behalf of only one principal.

6.10 Customs Duty for goods imported for Scientific purpose is paid by this Institute at a concessional rate vide Govt. of India Notification No. 51/96-Customs dtd. 22/07/1996.

6.11 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.

6.12 In case of foreign manufacturer either the Principal or the Indian Agent will quote.

6.13 Please indicate the name and address of the agents in India if any, the details of service to be rendered by them & the percentage of commission payable to them. Agency commission payable to the Indian Agent should be clearly indicated. The Agency commission would be payable only in Indian Rupees after acceptance.

6.14 During the course of evaluation, CSIR-CGCRI may, at its discretion ask the bidder for 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.

07. In case the items in the enquiry are covered by any rate contract or running contract finalized by any other state or central Government, it should be specified in your quotation and accepted contract rates should also be mentioned.

08. **AS PER GOVT. OF INDIA PROCUREMENT POLICIES,**

- a. The purchaser intends to give purchase preference to local suppliers* in case the cost of procurement is up to Rs. 50.00 lakhs.
- b. The eligibility of the supplier is restricted to Indian Suppliers.
- c. The procuring entity intends to give purchase preference to products/goods manufactured by micro, small and medium enterprises.

*"Local supplier" means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed in DIPP Order No.P-45021/2/2017-PP (BE-II) dated 28th May, 2018 or by the competent Ministries/Departments in pursuance of this order.

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

09. **EVALUATION AND COMPARISON OF BIDS:**

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

09.2 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.

09.3 Purchase preference as per MSMED Act and purchase preference in case of public procurement (Preference to Make in India), Order 2017 is applicable.

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

- (a) Where the purchaser has restricted the eligibility of suppliers to Indian suppliers only as per para 08 of the invitation to bid. This is applicable only for those items for which the Nodal Ministry has communicated that there is sufficient local capacity and local competition for the cost of procurement upto Rs. 50.00 lakhs,
- (b) If the tendered items are not listed by the Nodal Ministry indicating the local capacity and local competition, the following procedure of evaluation shall be followed:
 - (i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
 - (ii) If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference of 20%, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- (c) If the tendered item is not divisible the following procedure of evaluation shall be followed:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.
 - ii. If L1 is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference of 20%, and the contract shall be awarded to such local supplier subject to matching the L1 price.
 - iii. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

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

09.5 Within this 25% (Twenty five Percent) quantity, a purchase preference of 25 (twenty five) per cent out of 25 (twenty five) per cent) is reserved for MSEs owned by Scheduled Caste (SC)/Scheduled Tribe (ST) entrepreneurs (if they participate in the tender process and match the L1 price). Further, out of the total annual procurement from the MSEs, (3%) three percent

from within the 25% target shall be earmarked for procurement from MSEs owned by women. Provided that, in the event of failure of such SC/ST MSE to participate in tender process or meet tender requirements and L1 price, four per cent sub-target shall be met from other MSE.

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

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

For goods manufactured in India

(i) The price of the goods quoted ex-works including all taxes already paid.
(ii) GST and other taxes, if any which will be payable on the goods if the contract is awarded.
(iii) Charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination.
(iv) Charges for Warranty. (NOT APPLICABLE)
(v) Installation, Commissioning and Training charges (NOT APPLICABLE)
(vi) The cost towards the spares, extended warranty, AMC/CMC, if any. (NOT APPLICABLE)

For goods manufactured abroad

(i) The price of the goods, quoted on FCA (named place of delivery abroad) or FOB (named port of shipment), as specified in the Price Schedule Form.
(ii) The charges for insurance and transportation of the goods to the port/place of destination.
(iii) The agency commission etc., if any.
(iv) Charges for Warranty. (NOT APPLICABLE)
(v) Installation, Commissioning and Training charges (NOT APPLICABLE)
(vi) The cost towards the spares, extended warranty, AMC/CMC, if any. (NOT APPLICABLE)

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

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

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

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

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

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

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

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

10. DETAILS OF SHIPPING AND OTHER DOCUMENTS TO BE FURNISHED BY THE SUPPLIER ARE :

10.1 For goods manufactured within India

Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by registered post / speed post and copies thereof by FAX/Email.

- (a) Two copies of Supplier's Invoice indicating, *inter-alia* description and specification of the goods, quantity, unit price, total value, HSN Code, Gross & Net Weight, Volume of goods;
- (b) Packing list;
- (c) Certificate of country of origin;
- (d) Insurance certificate, if required under the contract;
- (e) Railway receipt/Consignment note;
- (f) Manufacturer's guarantee certificate and in-house inspection certificate;
- (g) Inspection certificate issued by purchaser's inspector, if any; and
- (h) Any other document(s) as and when required in terms of the contract.

Note:

i) 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).

ii) 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.

10.2 For goods manufactured abroad

Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by Registered Post/courier and copies thereof by FAX/Email.

- (a) Two copies of supplier's Invoice giving full details of the goods including quantity, value, etc.;
- (b) Packing list;
- (c) Certificate of country of origin issued by supplier;
- (d) Manufacturer's guarantee and Inspection certificate;
- (e) Inspection certificate issued by the Purchaser's Inspector, if any;
- (f) Insurance Certificate, if required under the contract;

- (g) Name of the Vessel/Carrier;
- (h) Bill of Lading/Airway Bill;
- (l) Any other document(s) as and when required in terms of the contract.

Note:

- i) 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).
- ii) 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.

11. PAYMENT TERMS:

11.1 Payment for Goods supplied from abroad: NOT APPLICABLE IN THIS CASE

Payment of foreign currency portion shall be made in currency of the Contract in the following manner:

Hundred percent (100 %) of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of Goods.

11.2 Payment for Goods and Services supplied from India:

The payment shall be made in Indian Rupees, as follows:

Hundred percent (100 %) of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of Goods.

Note:

- i) All payments due under the Contract shall be paid after deduction of statutory levies at source (like ESIC, Income Tax, etc.), wherever applicable.
- ii) Kindly furnish your PAN & GST Number etc. in your quotation for our records.
- iii) TDS would be recovered as per rules in case of Fabrication/ Servicing/ Maintenance jobs/Installation charges etc.

12. PERFORMANCE BANK GUARANTEE: NOT APPLICABLE.

12.1 The Performance Security of _____% (_____ percent) of value of Purchase Order should be valid till 60 (Sixty) days beyond the date of expiry of Warranty Period.

13. LIQUIDATED DAMAGES:

13.1 The penalty shall be 0.5% per week or part of a week towards late delivery and towards delay in installation and commissioning with maximum deduction of 10%.

13.2 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.

- 14.** All supplies are subject to inspection and approval before acceptance. Manufacturer warranty certificate and manufacturer/ Government approved lab test certificate shall be furnished along with the supply, wherever applicable.

15. DELIVERY PERIOD

Delivery of the item is required within 30 days of placement of Purchase Order.

Delivery Period required for supplying the material should be invariably specified in the Techno-commercial quotation in case of single bid. The offered delivery period shall have to be strictly adhered to in case an order is placed.

16. MODE OF TRANSPORTATION:

16.1 In case of supplies from within India, the mode of transportation shall be by Road.

16.2 In case of supplies from abroad, the mode of transportation shall be by Air.

17. WARRANTY: NOT APPLICABLE.

Comprehensive on-site warranty for a period of _____ year must be provided to be effective from the date of completion of installation and commissioning and final acceptance of the items / equipment at the user's laboratory / Institute.

18. INSURANCE

The Insurance shall be for an amount equal to 110% of the CIF or CIP value of the contract from within "warehouse to warehouse (final destination)" on "all risk basis" including strikes, riots and civil commotion.

19. INSTALLATION, COMMISSIONING AND TRAINING : NOT APPLICABLE.

The ordered goods are required to be installed within 30 days of receipt of goods at this Institute. Installation should be carried out only by expert engineers of Supplier / Manufacturer. During the course of installation, necessary training on operation and maintenance of the goods shall be imparted to Institutes, Scientist / Engineers/Technicians.

20. COUNTRY OF ORIGIN

Tenderer should mention the country of origin and the country from which goods will be finally shipped, for these particulars are essential for arranging insurance etc. Certificate of Origin issued by the Local Chamber of Commerce shall be required to be submitted in case such a requirement is stipulated in the Purchase Order.

21. SPECIFICATIONS

Specifications are basic essence of the product. It must be ensured that the offers must be strictly as per our specifications. At the same time it must be kept in mind that merely copying our specification in the quotation shall not make the parties eligible for consideration of the quotation. A quotation has to be supported with the printed technical leaflet/literature of the quoted model of the item by the quoting party/manufacturer and the specifications mentioned in the quotation must be reflected/ supported by the printed technical leaflet/ literature.

Therefore, the model quoted invariably is highlighted in the leaflet/ literature enclosed with the quotation.

Non-compliance of the above shall be treated as incomplete/ ambiguous and the offer can be ignored without giving an opportunity for clarification/ negotiation etc. to the quoting party.

22. COMPLIANCE STATEMENT

a. Bidders must furnish a Compliance Statement of each and every required specification of our tender in the format attached at **Annexure VIII**. The deviations, if any, from the tendered specifications should be clearly brought out in the statement. Technical literature/ leaflet showing the compliance of the specification may also be attached with the quotation.

b. The firms are advised to submit the compliance statement along with their quotation failing which their offer may not be considered.

c. Any discrepancy between the quotation submitted and the catalogue would lead to rejection of the quote.

23. LIST OF PURCHASE ORDERS

Please indicate names and addresses of organizations to whom you have supplied identical or similar type of equipment during the last 3 years along with the details of such supplies and prices eventually or finally paid.

24. Bid will be acceptable if it is as per the technical specification of the Tender and if all the terms and conditions of the tender document has found to be accepted by the bidder.

25. APPLICABLE LAWS

The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to a court of competent jurisdiction in Kolkata, West Bengal, India.

26. SETTLEMENT OF DISPUTES

26.1 If any dispute or difference arises between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

26.2 In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

27. CODE OF INTEGRITY FOR PUBLIC PROCUREMENT:

Code of Integrity for Public Procurement pact should be filled and signed by each vendor in order to be eligible to participate in this tender.

28. Instructions to Bidders, General Conditions of Contract originating from S&P Division along with different formats can be viewed on our website www.cgcri.res.in under the heading tenders.

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

30. No Conditional Bids will be accepted.

31. The acceptance of the quotation will rest with the competent authority of CSIR-Central Glass & Ceramic Research Institute, who does not bind himself to accept the lowest quotation and reserves the right to himself to reject, or partially accept any or all the quotations received without assigning any reason.

Sd/-
Section Officer (S&P) (Acting)

CHAPTER – 2

INSTRUCTIONS TO BIDDERS

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A. Introduction

1.1. Eligible Bidders

1.1.1

This Invitation for Bids is open to all suppliers subject to **para 08** of the invitation for bids.

1.1.2

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

1.1.3

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

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

1.1.4

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

1.1.5

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

1.1.6

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

1.1.7

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

1.2 Cost of Bidding

1.2.1

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

1.3 Code of Integrity

1.3.1

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

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

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

- i) **"Corrupt practice"**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii) **"Fraudulent practice"**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- iii) **"Anti-competitive practice"**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

- iv) **“Coercive practice”**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- v) **“Conflict of interest”**: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of purchaser who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the purchaser with an intent to gain unfair advantage in the procurement process or for personal gain; and
- vi) **“Obstructive practice”**: materially impede the purchaser’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the purchaser’s Entity’s rights of audit or access to information;

1.3.3 Obligations for Proactive disclosures

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

1.3.4 Punitive Provisions

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

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

B. The Bidding Documents

1.4 Cost of Tender Documents

1.4.1

The bidding documents can be downloaded from the Purchaser's website (www.cgcri.res.in) as indicated in the Invitation for Bids / NIT free of cost as also from (<https://etenders.gov.in/eprocure/app>) under the relevant Tender ID.

1.5 Content of Tender Documents

1.5.1

The goods required, bidding procedures and contract terms are prescribed in the bidding documents which should be read in conjunction. The bidding documents, apart from the invitation for bids and Critical Date Sheet have been divided into **6** Chapters as under:

01	Chapter 1: TERMS & CONDITIONS
02	Chapter 2: INFORMATION TO THE BIDDERS
03	Chapter 3: GENERAL CONDITIONS OF CONTRACT (GCC)
04	Chapter 4: SPECIAL CONDITIONS OF CONTRACT (SCC)
05	Chapter 5: CONTRACT FORM
06	Chapter 6: FORMS

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.

The queries, clarifications and amendments issued would also be hosted on the website of the Purchaser and as Corrigendum on <https://etenders.gov.in/eprocure/app> 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 tender documents by amendment. The same would also be hosted on the website of the Purchaser and all prospective bidders are expected to surf the website before submitting their bids to take cognizance of the amendments. The modified tender document would also be available on <https://etenders.gov.in/eprocure/app> as a Corrigendum.
- 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 website of the Purchaser and on the Central Public Procurement Portal (<https://etenders.gov.in/eprocure/app>).

C. PREPARATION OF BIDS

1.8. Language of Bid

1.8.1

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

1.8.2

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

1.9 Purchase Preference Policies

1.9.1

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

- 1.9.2 For the above purpose, local supplier means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed in DIPP Order No.P-45021/2/2017-PP (BE-II) dated 28th May, 2018 or by the competent Ministries/Departments in pursuance of this order and local

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

1.10. Documents Comprising the Bid

1.10.1

Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidders will be responsible for any delay due to other issues.

1.10.2

The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

1.10.3

Bidders are requested to note that they should necessarily submit their financial bids in the format provided no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quoted and other details (such as name of the bidder) NO other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

1.10.4

It may be noted that only duly submitted bids shall be evaluated and bids just saved but not submitted shall not be part of evaluated process. Submission of MS-Excel BOQ file is mandatory.

1.10.5

The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidder, opening of bids etc. The bidders should follow this time during bid submission.

1.10.6

Purchaser may, at its discretion extend the deadline for submission of the e-Bids by amending the Tender 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.

1.10.7

The quotation must be in the form furnished by the Purchaser and should be free from corrections/erasures. In case there is any unavoidable correction it should be properly attested. If not the quotation will not be considered. Handwritten Quotations will not be considered.

1.10.8

The e-bid shall be submitted in a single cover and should consist of the following documents;

a)	Bidder Information Form
b)	Declaration abiding by the Code of Integrity and no conflict of interest for public procurement
c)	Deviation Statement Form
d)	Manufacturers' Authorization Form along with a certified copy of the Agency Agreement between the bidders and the Indian Agent
e)	Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted
f)	Documents establishing goods eligibility and conformity to bidding documents; indicating the Indian Customs Tariff Number (ICT & HSN No.)
g)	Documentary evidence about the status of the bidder i.e. whether MSE or not, owned by SC/ST or not and whether the MSE is owned by a women entrepreneur or not.
h)	Bid Form
i)	Price Schedule Form in Indian Currency
j)	Bill of Quantities (BOQ) in xls format
k)	Compliance Statement
l)	Checklist
m)	Purchase Order copies of identical or similar type of equipment during the last 3 years along with details of such supplies and prices eventually or finally paid.

1.11. **Bid form and price schedule**

1.11.1

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

1.12. Bid Prices

1.12.1

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

1.12.2

Prices indicated on the price-schedule form shall be entered separately in the following manner:

For goods manufactured in India

(i) The price of the goods quoted ex-works including all taxes already paid.
(ii) GST and other taxes, if any which will be payable on the goods if the contract is awarded.
(iii) Charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination.
(iv) Charges for Warranty. (NOT APPLICABLE)
(v) Installation, Commissioning and Training charges (NOT APPLICABLE)
(vi) The cost towards the spares, extended warranty, AMC/CMC, if any. (NOT APPLICABLE)

For Goods manufactured abroad

(i) The price of the goods, quoted on FCA (named place of delivery abroad) or FOB (named port of shipment), as specified in the Price Schedule Form.
(ii) The charges for insurance and transportation of the goods to the port/place of destination.
(iii) The agency commission etc., if any.
(iv) Charges for Warranty. (NOT APPLICABLE)
(v) Installation, Commissioning and Training charges (NOT APPLICABLE)
(vi) The cost towards the spares, extended warranty, AMC/CMC, if any. (NOT APPLICABLE)

1.12.3

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

1.12.4

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

1.12.5

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

1.12.6

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

1.12.7

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

CSIR-CGCRI GST No.: 19AAATC2716R1ZC

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

1.12.8

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

1.12.9

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

1.13. **Bid Currencies**

1.13.1

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

1.14. Documents Establishing Bidder's Eligibility and qualifications

1.14.1

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

1.14.2

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

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

1.14.3 Conditional tenders shall not be accepted.

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

1.15.1

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

1.15.2

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

- (a) A detailed description of the essential technical and performance characteristics of the goods;
- (b) A list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods during the warranty period following

commencement of the use of the goods by the Purchaser in the Priced-bid; and

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

1.15.3

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

1.15.4

Alternate offers/makes/models would not be considered.

1.16. **Bid Security**

1.16.1

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

The copy of the bid Security (EMD details) should be available at the time of tender opening.

1.16.2

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

1.16.3

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

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

1.16.4

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

1.16.5

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

1.16.6

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

1.16.7

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

1.16.8

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

- a) District Industries Centre
- b) Khadi and Village Industries Commission
- c) Khadi and Village Industries Board

- d) Coir Board
- e) National Small Industries Corporation
- f) Directorate of Handicraft and handloom and
- g) Any other body specified by the Ministry of MSME

1.16.9

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

1.16.10

The bid security may be forfeited:

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

1.16.11

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

1.17. Period of Validity of Bids

1.17.1

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

1.17.2

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

1.17.3

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

1.18. Format and Signing of Bid

1.18.1

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

1.18.2

In case the bids are invited on two-bid system, the Bidder shall upload the bids in two separate parts. One part shall contain Technical bid comprising all documents listed under clause relating to Documents Comprising the Bid excepting bid form and price schedules. The other part shall contain the priced-bid comprising bid form, price schedules and the BOQ.

1.18.3

In case the bids are invited on two-bid system, the Bidder shall upload 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, BOQ and price schedules. The other part shall contain the priced-bid comprising bid form and price schedules.

1.18.4

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

1.18.5

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

D Submission and sealing of Bids

1.19. Submission of Bids

1.19.1

The bidder should upload their duly encrypted bid on <https://etenders.gov.in/eprocure/app> before the due date & time. The bidder is required to go through the upload process well in advance so as to avoid last minute problem (Bids received by email would not be considered for evaluation).

1.19.2

In case the bids are invited on two-bid system, the Bidder shall upload 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, BOQ and price schedules. The other part shall contain the priced-bid comprising bid form and price schedules.

1.19.3

Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidders will be responsible for any delay due to other issues.

1.19.4

The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

1.19.5

In case EMD is stipulated in the Tender Document, Bidder has to select the payment option as 'offline' to pay the EMD as applicable and enter details of the instrument(s). Bidder should prepare the EMD as per the instructions specified in Purchaser's Tender Document. The Bidder shall seal the original Demand Draft / Bank Guarantee in an envelope duly superscribed with the Purchaser's Tender Reference and a comment " CONTAINS EMD". As already stipulated at Clause 03 of the Terms & Conditions. The Bidder shall also mark their name and tender reference number on the back of the Demand Draft before sealing the same. If the envelope is not marked as specified above, Purchaser will not assume any responsibility for its misplacement, pre-mature opening etc. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected. The aforesaid sealed envelope shall be posted/couriered so as to reach the following address latest by the date and time specified in the CRITICAL DATE SHEET :

Director [Attention : Stores & Purchase Officer]
CSIR-Central Glass & Ceramic Research Institute
196, Raja S.C. Mullick Road, Kolkata 700 032
West Bengal

1.19.6

Wherever the Tender Document prescribe that the Price Bid be submitted in a BOQ EXCEL file [.xls format], Bidders are required to download the BOQ file, open it and complete unprotected cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the Bidder, the e-Bid will be rejected.

1.19.7

The server time (which is displayed on the Bidders' Dashboard) will be considered as the standard time for referencing the deadline for submission of the bids by the Bidders, opening of e-Bids etc. The Bidders should follow this time during e-bid submissions. All the documents being submitted online by the bidders would be encrypted using encryption techniques to ensure the secrecy of the data. The

data entered cannot be viewed by unauthorized persons until the time of bid opening.

1.19.8

The uploaded Documents become readable only after the Bid Opening by the authorized bid openers.

1.20. **Deadline for Submission of Bids**

1.20.1

Bids must be uploaded on <https://etenders.gov.in/eprocure/app> against the relevant Tender ID before the due date & time of submission as indicated in the critical date sheet. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day.

1.20.2

The Purchaser may, at its discretion, extend the deadline for submission of bids by amending the bid documents in accordance with Clause relating to Amendment of Bidding Documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended. Such amendments would appear as a Corrigendum in <https://etenders.gov.in/eprocure/app> against the applicable Tender ID.

1.21. **Late Bids**

1.21.1

Bidders must note that Central Public Procurement Portal shall not permit uploading of bids after the scheduled time of submission / uploading.

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

1.22.1

It would be governed by the standard operating procedure of Central Public Procurement Portal.

E. Opening and Evaluation of Bids

1.23 Opening of Bids by the Purchaser

1.23.1

The decryption of the bids would be done at the time indicated on the Central Public Procurement Portal. In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time and location on the next working day. In two-part bidding, the financial bid shall be opened only after technical evaluation.

1.24. Confidentiality

1.24.1

Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.

1.24.2

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

1.25. Clarification of Bids

1.25.1

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

1.26. Preliminary Examination

1.26.1

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

1.26.2

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

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

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

- (i) Bid Security/Earnest Money Deposit [wherever applicable] has not been furnished.
- (ii) Original Bid Security / Earnest Money Deposit did not reach Purchaser's address prior to the deadline set in the CRITICAL DATE SHEET. Details and other particulars of the original instruments furnished as Bid Security / Earnest Money Deposit does not tally with the instrument uploaded on the e-tendering portal.
- (iii) The Bidder is not eligible.
- (iv) The Bid validity is shorter than the required period.
- (v) The Bidder has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer.
- (vi) Bidder has not agreed to give the required performance security or has not furnished the bid security.
- (vii) The goods quoted are sub-standard, not meeting the required specification, etc.
- (viii) Against the schedule of Requirement (incorporated in the tender enquiry), the bidder has not quoted for the entire requirement as specified in that schedule.
- (ix) The bidder has not agreed to some essential condition(s) incorporated in the tender enquiry.
- (x) Bidder has not mentioned charges related to freight, insurance charges, taxes etc. [as asked for in the MS-EXEL BOQ file] thus rendering such offers as incomplete.
- (xi) Bidder has not furnished a certified copy of the agency agreement between the foreign Principal and Indian agent [in case the bid is submitted directly by the Indian agent];
- (xii) Bidder has not met the prescribed Qualification / Minimum Eligibility Criteria.

1.27 Bidder's right to question rejection.

1.27.1

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

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

1.27.2

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

1.28 Responsiveness of Bids

1.28.1

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

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

1.28.2

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

1.28.3

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

1.28.4

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

1.29 Non-Conformity, Error and Omission

1.29.1

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

1.29.2

Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be

related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

1.29.3

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

- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

1.29.4

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

1.30 Examination of Terms & Conditions, Technical Evaluation

1.30.1

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

1.30.2

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

1.30.3

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

1.31 Conversion to Single Currency

1.31.1

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

1.32 Evaluation and comparison of bids

1.32.1

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

1.32.2

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

1.32.3

Purchase preference as per MSMED Act and purchase preference in case of public procurement (Preference to Make in India), Order 2017 is applicable.

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

- (a) Where the purchaser has restricted the eligibility of suppliers to Indian suppliers only as per **para 08** of the invitation to bid. This is applicable only for those items for which the Nodal Ministry has communicated that there is sufficient local capacity and local competition.
- (b) If the tendered items are not listed by the Nodal Ministry indicating the local capacity and local competition, the following procedure of evaluation shall be followed:
 - (i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
 - (ii) If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference of 20%, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible

local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) If the tendered item is not divisible the following procedure of evaluation shall be followed:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.
- ii. If L1 is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference of 20%, and the contract shall be awarded to such local supplier subject to matching the L1 price.
- iii. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

1.32.4

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

1.32.5

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

1.32.6

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

1.32.7

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

For goods manufactured in India

(i) The price of the goods quoted ex-works including all taxes already paid.
(ii) GST and other taxes, if any which will be payable on the goods if the contract is awarded.
(iii) Charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination.
(iv) Charges for Warranty. (NOT APPLICABLE)
(v) Installation, Commissioning and Training charges (NOT APPLICABLE)
(vi) The cost towards the spares, extended warranty, AMC/CMC, if any. (NOT APPLICABLE)

For goods manufactured abroad

(i) The price of the goods, quoted on FCA (named place of delivery abroad) or FOB (named port of shipment), as specified in the Price Schedule Form.
(ii) The charges for insurance and transportation of the goods to the port/place of destination.
(iii) The agency commission etc., if any.
(iv) Charges for Warranty. (NOT APPLICABLE)
(v) Installation, Commissioning and Training charges (NOT APPLICABLE)
(vi) The cost towards the spares, extended warranty, AMC/CMC, if any. (NOT APPLICABLE)

1.32.8

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

- (a) Towards customs duty and other statutory levies—as per applicable rates.
- (b) Towards custom clearance, inland transportation etc. - 2% of the CIF/CIP value. The bidder should give a clear cut breakup of EXW, FOB/FCA, CIF/CIP prices to facilitate proper comparison with the purchaser

reserving the right to order on either basis, failing which the bid would be summarily ignored.

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

1.32.9

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

1.32.10

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

1.32.11

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

1.32.12

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

1.32.13

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

1.33 Contacting the Purchaser

1.33.1

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

1.33.2

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

1.34 Post qualification

1.34.1

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

1.34.2

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

1.34.3

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

F. AWARD OF CONTRACT

1.35 Negotiations

1.35.1

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

1.36 Award Criteria

1.36.1

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

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

1.37.1

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

1.38 Option Clause

1.38.1

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

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

1.39.1

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

1.40 Notification of Award

1.40.1

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

1.40.2

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

1.40.3

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

1.41 Signing of Contract

1.41.1

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

1.41.2

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

1.42 Order Acceptance

1.42.1

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

1.43.2

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

1.43 Performance Security

1.43.1

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

1.43.2

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

1.43.3

The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India and denominated in the currency of the contract

in the case of offers received for supply from foreign countries or in equivalent Indian rupees in case the performance security is submitted by the Indian Agent.

1.43.4

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

1.43.5

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

- (a) A Bank guarantee or stand-by Letter of Credit issued by a Nationalized/ Scheduled bank located in India or a Foreign bank with preferably its operating branch in India in the form provided in the bidding documents.
Or
- (b) A Banker's cheque or Account Payee demand draft in favour of the purchaser.

1.43.6

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.

1.43.7

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

1.43.8

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

1.43.9

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

1.44 Pre-bid Conference (PBC) : NOT APPLICABLE IN THIS CASE.

1.44.1

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

CHAPTER 3

CONDITIONS OF CONTRACT

A GENERAL CONDITIONS OF CONTRACT (GCC)

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GENERAL CONDITIONS OF CONTRACT (GCC)

2.1 Definitions

2.1.1

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

- (a) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- (c) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (d) “Day” means calendar day.
- (e) “Completion” means the fulfillment of the Goods and related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) “GCC” means the General Conditions of Contract.
- (g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (h) “Related Services” means the services incidental to the supply of the goods, such as transportation, insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (i) “SCC” means the Special Conditions of Contract.
- (j) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (k) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

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

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

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

2.2 Contract Documents

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

2.3 Code of Integrity

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

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

2.4 Joint Venture, Consortium or Association

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

2.5 Scope of Supply

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

2.6 Suppliers' Responsibilities

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

2.7 Contract price

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

2.8 Copy Right

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

2.9 Application

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

2.10 Standards

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

2.11 Use of Contract Documents and Information

2.11.1

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

2.11.2

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

2.11.3

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

2.12 Patent Indemnity

2.12.1

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

(a) the installation of the Goods by the Supplier or the use of the Goods in India; and

(b) the sale in any country of the products produced by the Goods.

2.12.2

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

2.13 Performance Security

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

2.13.2

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

2.13.3

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

2.13.4

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

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

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

Or

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

2.13.6

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

2.13.7

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

2.13.8

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

2.13.9

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

2.14 Inspections and Tests

2.14.1

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

2.15 Packing

2.15.1

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

2.15.2

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

2.16 Delivery and Documents

2.16.1

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

2.16.2

The terms FOB, FCA, CIF, CIP, etc. shall be governed by the rules prescribed in the current edition of the Inco terms published by the International Chambers of Commerce, Paris, currently it is Incoterms 2010.

2.16.3

The mode of transportation shall be as specified in SCC. In case the purchaser elects to have the transportation done through Air, then air lifting needs to be done through Air India only. In case Air India does not operate in the Airport of 54ulfill54, then the bidder is free to engage the services of any other Airlines.

2.17 Insurance

2.17.1

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

2.17.2

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

2.17.3

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

2.17.4

With a view to ensure that claims on insurance companies, if any, are lodged in time, the bidders and /or the Indian agent shall be responsible for follow up with their principals for ascertaining the dispatch details and informing the same to the Purchaser and he shall also liaise with the Purchaser to ascertain the arrival of the consignment after clearance so that immediately thereafter in his

presence the consignment could be opened and the insurance claim be lodged, if required, without any loss of time. Any delay on the part of the bidder/Indian Agent would be viewed seriously and he shall be directly responsible for any loss sustained by the purchaser on the event of the delay.

2.18 Transportation

2.18.1

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

2.18.2

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

2.18.3

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

2.19 Incidental Services

2.19.1

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

2.20 Spare Parts

2.20.1

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

- (a) Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) In the event of termination of production of the spare parts:
 - (i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

2.21 Warranty

2.21.1

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

2.21.2

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

2.21.3

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

2.21.4

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

2.21.5

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

2.21.6

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

2.21.7

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

2.22 Terms of Payment

2.22.1

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

2.22.2

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

2.22.3

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

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

2.23 Change Orders and Contract Amendments

2.23.1

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

- (a) Increase or decrease in the quantity required, exercise of quantity option clause;
- (b) Changes in schedule of deliveries and terms of delivery;

- (c) The changes in inspection arrangements;
- (d) Changes in terms of payments and statutory levies;
- (e) Changes due to any other situation not anticipated;

2.23.2

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

2.23.3

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

2.24 **Assignment**

2.24.1

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

2.25 **Subcontracts**

2.25.1

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

2.26 **Extension of time.**

2.26.1

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

2.26.2

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

2.26.3

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

2.27 Liquidated Damages

2.27.1

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

2.28 Termination for Default

2.28.1

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

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

2.28.2

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

- (a) The Performance Security is to be forfeited;

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

2.29 Force Majeure

2.29.1

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

2.29.2

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

2.29.3

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

2.29.4

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

2.30 Termination for Insolvency

2.30.1

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that

such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

2.31 Termination for Convenience

2.31.1

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

2.31.2

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

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

2.32 Settlement of Disputes

2.32.1

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

2.32.2

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

2.32.3

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

- (a) If any dispute or difference arises between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.
- (b) In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

2.32.4

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

2.32.5

Notwithstanding, any reference to arbitration herein,

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

2.33 Governing Language

2.33.1

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

2.34 Applicable Law

2.34.1

The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction 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, e-mail or and confirmed in writing to the other party's address specified in the SCC.

2.35.2

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

2.36 Taxes and Duties

2.36.1

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

2.36.2

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

2.36.3

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

2.36.4

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

2.36.5

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

2.37 Right to use Defective Goods

2.37.1

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such goods until

rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.

2.38 Protection against Damage

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

- (a) Voltage 230 volts – Single phase/ 415 V 3 phase (+_ 10%)
- (b) Frequency 50 Hz.

2.39 Site preparation and installation

2.39.1

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

2.40 Import and Export Licenses

2.40.1

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

2.40.2

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

2.41 Risk Purchase Clause

2.41.1

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

2.42 Option Clause

2.42.1

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

2.43 Integrity Pact

2.43.1

The SCC shall specify whether there is a need to enter into a separate Integrity pact or not.

2.43.2

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

2.44 Order Acceptance

2.44.1

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

2.45 Purchase Preference

The purchaser intends to give product reservation / purchase preference / price preference in line with current Govt. of India procurement policies to help inclusive national economic growth by providing long term support to small and medium enterprises and disadvantaged sections of the society and to address environmental concerns along with preferential market access in Government procurements under Preference to Make in India Order 2017. Bidders desirous of submitting of their bids in accordance with the Make in India Policy of Govt. of India must submit an Affidavit of Self Certification or Self-Certification regarding minimum local content as per the format enclosed with the bidding documents.

B SPECIAL CONDITIONS OF CONTRACT

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CHAPTER 4

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.

S.N.	GCC Clause Ref	Condition
1	GCC 2.1.1(l)	The Purchaser is: Director, Central Glass & Ceramic Research Institute, 196, Raja S. C. Mullick Road, Jadavpur, Kolkata-700032.
2	GCC 2.1.1(m)	The Final Destination is: Central Glass & Ceramic Research Institute, 196, Raja S. C. Mullick Road, Jadavpur, Kolkata-700032
3	GCC 2.13.1	The amount of the Performance Security shall be NIL .
4	GCC 2.15.2	<p>The marking and documentation within and outside the packages shall be:</p> <p>(a) Each package should have a packing list within it detailing the part No(s), description, quantity, HSN Code, Gross & Net Weight, Volume of goods etc.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p>
5	GCC 2.16.1	<p>Details of Shipping and other Documents to be furnished by the Supplier are :</p> <p><u>For goods manufactured within India</u></p> <p>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</p>

		<p>copies thereof by FAX/Email.</p> <p>(a) Two copies of Supplier's Invoice indicating, <i>inter-alia</i> description and specification of the goods, quantity, unit price, total value, HSN Code, Gross & Net Weight, Volume of goods;</p> <p>(b) Packing list;</p> <p>(c) Certificate of country of origin;</p> <p>(d) Insurance certificate, if required under the contract;</p> <p>(e) Railway receipt/Consignment note;</p> <p>(f) Manufacturer's guarantee certificate and in-house inspection certificate;</p> <p>(g) Inspection certificate issued by purchaser's inspector, if any; and</p> <p>(h) Any other document(s) as and when required in terms of the contract.</p> <p>Note:</p> <p>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).</p> <p>02. The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p> <p><u>For goods manufactured abroad</u></p> <p>Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by Registered Post/courier and copies thereof by FAX/Email.</p> <p>(a) Two copies of supplier's Invoice giving full details of the goods including quantity, value, etc.;</p> <p>(b) Packing list;</p> <p>(c) Certificate of country of origin issued by supplier;</p> <p>(d) Manufacturer's guarantee and Inspection certificate;</p> <p>(e) Inspection certificate issued by the Purchaser's Inspector, if any;</p> <p>(f) Insurance Certificate, if required under the contract;</p> <p>(g) Name of the Vessel/Carrier;</p> <p>(h) Bill of Lading/Airway Bill;</p>
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		<p>(l) Any other document(s) as and when required in terms of the contract.</p> <p>Note:</p> <p>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).</p> <p>02. The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
6	GCC 2.16.3	<p>In case of supplies from within India, the mode of transportation shall be by Road.</p> <p>In case of supplies from abroad, the mode of transportation shall be by Air.</p>
7	GCC 2.17.1	The Insurance shall be for an amount equal to 110% of the CIF or CIP value of the contract from within “warehouse to warehouse (final destination)” on “all risk basis” including strikes, riots and civil commotion.
8	GCC 2.21.3	The period of validity of the Warranty shall be NIL .
9	GCC2.22.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><u>Payment for Goods supplied from abroad:</u></p> <p>Payment of foreign currency portion shall be made in currency of the Contract in the following manner:</p> <p>Hundred percent (100%) of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of Goods.</p>
10.	GCC 2.22.1	The L/C will be confirmed at the suppliers cost, if requested specifically by the supplier. All bank charges abroad shall be to the account of the beneficiary i.e. supplier and all bank charges in India shall be to the account of the opener i.e. purchaser. If L/C is requested to be extended/ reinstated for reasons not attributable to the purchaser, the charges thereof would be to the suppliers’ account. Payment of local currency portion shall be made in Indian Rupees within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and

		<p>that all other contracted Services have been performed. The LC for 100% value of the contract shall be established after deducting the agency commission payable if any, to the Indian agent from the FOB/FCA value.</p> <p><u>Payment for Goods and Services supplied from India:</u></p> <p>The payment shall be made in Indian Rupees, as follows:</p> <p>Hundred percent (100%) of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of Goods.</p> <p>Note:</p> <p>All payments due under the Contract shall be paid after deduction of statutory levies at source (like ESIC, Income Tax, etc.), wherever applicable.</p>
11	GCC 2.27.1	The penalty shall be 0.5% per week or part of a week towards late delivery and towards delay in installation and commissioning.
12	GCC 2.27.1	The maximum amount of penalty shall be 10%
13	GCC 2.34.1	The place of jurisdiction is Kolkata, West Bengal, India.
14	GCC 2.35.1	<p>For notices, the Purchaser's address is</p> <p>The Director</p> <p>Attention: Stores & Purchase Officer</p> <p>Location: CSIR- Central Glass & Ceramic Research Institute, 196, Raja S. C. Mullick Road, Jadavpur, Kolkata-700032</p> <p>Telephone: + 91 33 2473-0957/3478/3453/3479</p> <p>EPABX: Tel: +91 33 2473 3469</p> <p>Electronic mail address : purchase@cgcri.res.in</p>
15	GCC 2.43.1	The integrity pact is to be/not to be signed. NOT APPLICABLE
16	GCC 2.43.2	<p><i>The name and contact details of the IEMs are as under:</i></p> <p>(NOT APPLICABLE) i)</p>
17	GCC 2.45	<i>Purchase Preference Make in India- Applicable</i>
18	GCC 2.45	<i>Purchase Preference MSE- Applicable</i>

CHAPTER 5

Contract Form

Contract No. _____ Date: _____

THIS CONTRACT AGREEMENT is made the [*insert: number*] day of [*insert: month*], [*insert: year*].

BETWEEN

- (1) The Council of Scientific & Industrial Research registered under the Societies Registration Act 1860 of the Government of India having its registered office at 2, Rafi Marg, New Delhi-110001, India represented by _____ [*insert complete name and address of Purchaser*] (hereinafter called “the Purchaser”), and
- (2) [*insert name of Supplier*], a corporation incorporated under the laws of [*insert: country of Supplier*] and having its principal place of business at [*insert: address of Supplier*] (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., [*insert brief description of Goods and Services*] and has accepted a Bid by the

Supplier for the supply of those Goods and Services in the sum of [*insert Contract Price in words and figures, expressed in the Contract currency(ies)*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

01. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
02. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Special Conditions of Contract
 - (c) General Conditions of Contract
 - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
 - (e) The Supplier’s Bid and original Price Schedules
 - (f) The Purchaser’s Notification of Award
 - (g) [*Add here any other document(s)*]

03. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
04. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
05. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For and on behalf of the Council of Scientific & Industrial Research

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

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

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

CHAPTER 6
Other Forms to be enclosed with Technical Bid
Table of Contents

Sl. No.	Name	Annexure
1.	Bidder Information Form	I
2.	Declaration abiding by the Code of Integrity and no conflict of interest for public procurement	II
3.	Deviation Statement Form	III
4.	Manufacturers' Authorization Form along with a certified copy of the Agency Agreement between the bidders and the Indian Agent	IV
5.	Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted	V
6.	Documents establishing goods eligibility and conformity to bidding documents; indicating the Indian Customs Tariff Number (ICT & HSN No.),	-
7.	Documentary evidence about the status of the bidder i.e. whether MSE or not, owned by SC/ST or not and whether the MSE is owned by a women entrepreneur or not.	-
8.	Bid Form	VI
9.	Price Schedule Form in Indian Currency	VII
10.	Bill of Quantities (BOQ) in xls format	-
11.	Compliance Statement	VIII
12.	Checklist	IX
13.	Purchase Order copies of identical or similar type of equipment during the last 3 years along with details of such supplies and prices eventually or finally paid.	-

Bidder Information Form

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

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

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

Page 1 of _____ pages

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

Signature of Bidder _____

Name _____

Business Address _____

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

(On the Letter Head of the Bidder)

Ref. No: _____

Date _____

To,

(Name & address of the Purchaser)

Sir,

With reference to your Tender No._____ dated _____ I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned under Para 1.3.0 of ITB of your Tender document and have no conflict of interest.

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

a

b

c

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

Thanking you,

Yours sincerely,

Signature

(Name of the Authorized Signatory)

Company Seal

DEVIATION STATEMENT FORM

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

Signature of Bidder

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

Place:

Date:

Signature and seal of the
Manufacturer/Bidder**NOTE:**

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

MANUFACTURERS' AUTHORIZATION FORM

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

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

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

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

WHEREAS

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

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

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

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

Title: *[insert title]*

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

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

DECLARATION OF ELIGIBILITY

Name of the Contract: Supply, Erection, Installation, Commissioning,

Name and address of The Purchase Officer
CSIR-Central Glass & Ceramic Research Institute
196, Raja S. C. Mullick Road, Kolkata – 700 032

Phone: -----

Fax: -----

Name and address of Tenderer: _____

Whereas the Tenderer declares in accordance of Tender Prices, Instructions to Tenderers; Conditions of Tender; that all eligibility criteria set for documents forming the tender.

(I) None of the following applies to us, that:

- a) We are bankrupt.
- b) Payments to us have been suspended in accordance with the judgment of a court or a judgment declaring bankruptcy and resulting, in accordance with our national laws, in total or partial loss of the right to administer and dispose of our property.
- c) Legal proceedings have been instituted against us involving an order suspending payments and which may result, in accordance with our national laws, in declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of our property.
- d) We are guilty of serious misrepresentation with regard to information required for participation in an invitation to tender.
- e) We are in breach of contract on another contract with the Employer and/or in any part of the country.
- f) We (including all partners of a joint venture) have any connection with a firm or entity which has provided consulting services during the preparatory stages of the Works or of the project of which the Works form a part, or which has been hired (or is intended to be hired) as the Employer's Representative for the Contract.

Signature(s) for and on behalf of the Tenderer _____

Date: _____

Bid Form

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

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

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

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

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

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

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

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

Signed:

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

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

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

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

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

PRICE SCHEDULE FORM FOR GOODS BEING OFFERED FROM INDIA

Name of the Bidder_____

Tender No._____

1	2	3	4	5	6	7	8	9	10	11	12
Sl. No.	Item Description With HSN code	Country of origin	Unit	Quantity	Unit Rate Ex-Works, Ex-warehouse, Ex-show room off the shelf price (inclusive of all taxes already paid)	Total price Ex-Works, Ex-warehouse, Ex-show room off the shelf price (inclusive of all taxes already paid) 5x6	GST & other taxes payable, if contract is awarded	Packing & forwarding up to station of dispatch, If any	Charges for inland transportation , insurance up to Lab. / Instt.by <i>air/road/rail</i> <i>(retain one only)</i>	Total Price	Installation, Commissioning and training charges, if any

Total Bid price in Indian currency_____

in words _____

Note:

- (a) The cost of optional items, if any shall be indicated separately
- (b) Cost of Spares, if any

Signature of Bidder _____

Name _____

Business Address _____

INSTRUCTIONS FOR FILLING UP BOQ

i) On opening the BOQ (Bill of Quantity) “Please Enable Macros to View BoQ Information”. Please go to **enable editing** just below the task bar.

ii) As macros have to be enabled please click on enable content.

iii) Bidders are requested to note that they should necessarily submit their financial bids in the format provided no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quoted and other details (such as name of the bidder) NO other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

It may be noted that only duly submitted bids shall be evaluated and bids just saved but not submitted shall not be part of evaluated process. Submission of MS-Excel BOQ file is mandatory.

Note: The bidder may fill in the appropriate Price Schedule Form and enclose as per Clause 1.10 and 1.18.3 of the bidding documents.

COMPLIANCE STATEMENT FORM

Name of the Firm.....

S. No.	Name of specifications/ part of Accessories of tender enquiry	Specifications of quoted Model/ Item	Compliance whether "YES" or "NO"	Deviation, if any, to be indicated in unambiguous terms	Whether the compliance/ deviation is clearly mentioned in technical/ literature
1	2	3	4	5	6

Signature and Seal of the manufacturer/Bidder

Place :

Date :

ANNEXURE-IX

CHECKLIST

(Please fill it up. Don't write "As per quotation" / "At Actual" / "Refer to our offer")

SI No.	Formalities	Yes/No
01	Manufacturer's Authorisation form enclosed	
02	EMD submitted	
03	EMD(s) is / are in favour of Director, CGCRI, Kolkata and payable at Kolkata.	
04	Bidder's Name / Quotation Ref. No. etc. has been mentioned on the back side of DDs.	
05	Certified copy of the Agency Agreement between the Principal and the Agent is submitted (Mandatory, in case an Indian agent bids directly on behalf of the Foreign Principal)	
06	Name and address of Agent/Representative in India (<i>In case foreign bidder bids directly</i>) OR Name and address of all Foreign Principal/Associates (<i>In case an Indian Agent bids directly</i>)	
07	Main Equipment Model Number (if any) & Make is mentioned	
08	To be filled up if the offer is in foreign currency	
08A	Ex-works value quoted in Price Bid	
08B	FCA/ FOB value quoted in Price Bid	
08C	Insurance & Airfreight/Sea freight Charges quoted in Price Bid	
08D	CIF/CIP Value of the Package quoted in Price Bid	
08E	Installation, commissioning, Training quoted	
	All the fields of SI No. 08 (From 08A to 08E) are mandatory for foreign offer	
09	Indian Agency Commission (if any) included and mentioned	
10	To be filled up if the offer is in Rupees(INR)	
10A	Ex-works value quoted in Price Bid	
10B	GST quoted	
10C	Packing, Forwarding, Freight, Insurance and all other charges quoted so that FOR, CSIR-CGCRI price can be arrived at.	
10D	Installation, commissioning, Training quoted.	
	All the fields of SI No. 10 (From 10A to 10D) are mandatory for Indigenous offer.	
11	Payment Terms (<i>Conditional Payment Terms NOT accepted</i>)	
12	Price schedule form filled up	
13	Delivery Time mentioned	
14	Warranty Period mentioned	
15	Extended Warranty quoted (if any)	
16	Validity of Quotation mentioned	
17	Country of Origin (Product) mentioned	
18	Port of Shipment mentioned	
19	Approx. Shipment weight (Chargeable Weight) of the items (in kg.) mentioned in quotation	
20	Approx. Dimensions / Volume of the packed Consignment mentioned in quotation	
21	HSN Code indicated.	

We have gone through this checklist # and have duly filled it up. We have also read and understood the tender terms and conditions. The undersigned is competent to sign the tender document including this page on behalf of the quoting firm.

Date

(Signature with Seal)

#This Checklist should be attached with the Bid.